

**THIRD AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET AND CITY OF  
PORTLAND FOR PORTLAND-MILWAUKIE LIGHT RAIL PROJECT DESIGN AND  
CONSTRUCTION SERVICES**

TriMet Intergovernmental Agreement No.  
GH110189TL

This Third Amendment (“Third Amendment”) is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon (“TriMet”) and the City of Portland (“City”) (each referred to as a “Party,” and jointly referred to as “the Parties”).

**RECITALS**

- A. On or about July 1, 2010, the Parties entered into the Intergovernmental Agreement between TriMet and City of Portland for Portland-Milwaukie Light Rail Project Design and Construction Services Agreement (“Agreement”). Under the Agreement, the Parties agreed to certain responsibilities with respect to Project delivery, and TriMet agreed to compensate the City for its performance of certain services. As stated in the Recitals, the Parties understood that the Agreement provided a starting point for future modifications or amendments to the Agreement that better defined the details of final design, construction, and close out of the Project.
- B. On or about March 24, 2011, the Parties entered into the First Amendment to the Agreement (“First Amendment”), which, except for the Effective Date, entirely superseded and replaced the Agreement. The First Amendment expanded on the Agreement to include Party responsibilities with respect to the final design and construction phases of the Project.
- C. On or about May 1, 2013, the Parties entered into the Second Amendment to the Agreement (“Second Amendment”), which expanded on each Party’s respective roles and responsibilities, and identified certain betterments TriMet was to perform for the City.
- D. The Parties now desire to amend the Agreement to include roles and responsibilities for each Party, and to identify certain additional betterments TriMet will perform for the City.

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the Parties agree as follows to these changes to the Agreement.

AGREEMENT

1. **Article IV, Paragraph P** is hereby amended by deleting the last sentence of the paragraph and replacing it with:

“TriMet will pay fees and land use application fees as a direct expense to BDS and PBOT, as appropriate, through establishment of a permit fee fund at PBOT. The cost estimate for the fund is \$277,000. Accordingly, TriMet will deposit \$277,000 in the fund, and BDS/PBOT will draw from this fund for appropriate expenses. The City shall provide to TriMet a monthly accounting of the fund. Any un-spent funds in the account as of September 1, 2015 will be immediately returned to TriMet.

2. **Article IV, Paragraph U** is hereby amended by adding the following sentence at the end of the paragraph, prior to introduction of the subparagraphs:

“A summary of Other City Project Costs is identified below, and on Exhibit I.

3. A new subparagraph under Article IV, paragraph U, “**Other City Project Costs,**” is added and named “**(4) Sewer Sink hole at Powell MSE Wall Structure,**” as follows:

“During Project construction, a sewer sink hole at the Powell MSE Wall Structure was discovered. BES requested that TriMet repair it. TriMet repaired it, and the actual cost for this work was \$26,170. BES shall pay this cost upon receipt of an invoice from TriMet.”

4. A new subparagraph under Article IV, paragraph U, “**Other City Project Costs,**” is added and named “**(5) Inlet Lead Video Inspections,**” as follows:

“BES requested TriMet perform certain inlet lead video inspections throughout the East segment of the Project alignment. TriMet performed this work, and the actual cost was \$15,004. BES shall pay this cost upon receipt of an invoice from TriMet.”

5. **Article V, paragraph A, “Portland Water Bureau,”** subparagraph “**(2) SW Naito Parkway from SW Lincoln to Caruthers Street Betterment**” is hereby amended by deleting the last sentence and replacing it with the following:

“The actual cost for this Betterment is \$435,911.36.

6. A new subparagraph under Article V, paragraph A, “**Portland Water Bureau,**” is added and named “**(4) SE 8<sup>th</sup>/Division Paving and Sidewalk Betterment,**” as follows:

“On or about September 4, 2013, TriMet and the City entered into a Letter Agreement regarding certain repair and improvement work at SE 8<sup>th</sup> Avenue and Division Place. That Letter Agreement is attached and incorporated as Exhibit J.

This work will be tracked as a Betterment and billed under this Agreement. The actual cost for this Betterment is \$284,724.

7. **A new subparagraph under Article V, paragraph A, "Portland Water Bureau," is added and named "(5) 8" Water Line and 24" Casing at SE Brooklyn Betterment,"** as follows:

"On or about July 29, 2013, TriMet and the City entered into a Letter Agreement regarding adding an 8" water line and 24" casing under Union Pacific Railroad Tracks at SE Brooklyn Street, and locate and pothole all utilities in Union Pacific right-of-way. That Letter Agreement is attached and incorporated as Exhibit K. This work will be tracked as a Betterment and billed under this Agreement. The actual cost for this work is \$252,903.

8. **Article V, paragraph B, "PBOT," subparagraph "(3) Fence on SW Moody/SW Sheridan St. Betterment"** is hereby amended by deleting the last sentence and replacing it with the following:

"The actual cost for this Betterment is \$12,108.80."

9. **Article V, paragraph B, "PBOT," subparagraph "(5) Traffic Loops Betterment"** is hereby amended by deleting the last sentence and replacing it with the following:

"The actual cost for this Betterment is \$1,714.90."

10. **A new subparagraph under Article V, paragraph B, "PBOT," is added and named "(6) Street Paving at SW Fifth and Sixth Avenues Betterment,"** as follows:

"The City has requested TriMet perform certain roadway improvements at SW Fifth and Columbia Streets, and at SW Sixth and Market Streets. Specifically, at SW Fifth/Columbia, TriMet will perform full depth removal of existing asphalt, concrete subslab, and curb over an area of approximately 930 square feet. TriMet will replace the area with a new curb and 14"-deep PCC pavement, dyed black to match the surrounding asphalt roadway. TriMet will also perform all associated traffic control, mobilization, earthwork preparation, striping, and cleanup.

At SW Sixth and Market, TriMet will perform a minimum grind and overlap of approximately 1,125 square feet of existing asphalt. TriMet will also perform all associated traffic control, mobilization, striping, and cleanup.

This work will be tracked as a Betterment to the City, and will be billed under this Agreement. The actual cost for this work is \$66,016.60."

11. **Article V, paragraph C, "BES," subparagraph "(2) Insley Sewer Diversion Structure Betterment"** is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

"BES has requested that TriMet replace the existing diversion structure at SE Insley Street with a new structure that meets the requirements, beyond flow conveyance, of the City's Combined Sewer Overflow program. BES has also requested a monitoring manhole as part of the Betterment work. The fixed BES contribution for the diversion structure is \$2,500,000, except that BES shall also pay for any costs associated with design errors or omissions, changed conditions, or BES directed increases to scope. TriMet will pay for structure costs exceeding \$2,500,000. The actual cost for the monitoring manhole is \$91,960. The structure and manhole will be tracked as a Betterment to the City, and will be billed under this Agreement."

12. A new subparagraph under Article V, paragraph C, "BES," is added and named "(3) 21" CIPP Sewer, SE 17<sup>th</sup> & Schiller Streets," as follows:

"On or about October 31, 2013, TriMet and BES entered into a Letter Agreement regarding betterment of a 21" Cured in Place Pipe (CIPP). This Letter Agreement is attached and incorporated as Exhibit L. As part of a repair TriMet was performing to an existing sewer main on SE 17<sup>th</sup> Avenue between SE Schiller and Pardee Streets, BES requested that TriMet install a liner in the main. The actual cost of this liner is \$25,574. This addition of the liner will be tracked as a Betterment to the City, and will be billed under this Agreement."

13. Exhibit E – Summary of Betterments is hereby deleted in its entirety and replaced with the updated and attached Exhibit E.

14. The remainder of the Agreement is unchanged and remains in full force and effect. .

CITY OF PORTLAND

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel W. Blocher, P.E.  
Executive Director, Capital Projects

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:  
Mark Ashie  
City Attorney

Approved as to form:  
\_\_\_\_\_  
TriMet Senior Deputy General Counsel

Portland-Milwaukie LRT  
 Exhibit E - Summary of Betterments  
 5/30/2014

Betterment	Bureau	Amount Approved in Amendment #2	Change with Amendment #3	New Total Betterment	Notes
Crystal Springs RR Culvert Replacement	BES	\$ 939,142		\$ 939,142	
	Consv Dist	\$ 100,000		\$ 100,000	
Insley Sewer Diversion Structure	BES	\$ 2,500,000		\$ 2,500,000	
Monitoring Manhole	BES	\$ 34,073	\$ 57,887	\$ 91,960	
SE 12th/Gideon St Pavement Restoration	BES	\$ 50,000		\$ 50,000	
SE 17th: Pershing-Lafayette Sewer Reconst	BES	\$ 294,831		\$ 294,831	
Clinton to the River	PBOT	\$ 284,762	0	\$ 284,762	
	BES	\$ 369,400	0	\$ 369,400	
SE Water Avenue	BES	\$ 250,000		\$ 250,000	billed sep agmt
	PBOT	\$ 25,000		\$ 25,000	billed sep agmt
	PWB	\$ 116,050	\$ (4,515)	\$ 111,535	waterline const
	PDC	\$ 250,000		\$ 250,000	billed sep agmt
	OMSI	\$ 325,000		\$ 325,000	billed sep agmt
LED lights on Powell	PBOT	\$ -	0	\$ -	
Fence on Moody/Sheridan	PBOT	\$ 10,000	\$ 2,108	\$ 12,108	
Traffic Loops	PBOT	\$ 1,600	\$ 115	\$ 1,715	
West PWB Betterments	PWB	\$ 394,869	\$ 41,043	\$ 435,912	
Close the Loop	PBOT	\$ 4,000,000	0	\$ 4,000,000	billed sep agmt
SE 8th/Division Paving and Sidewalk Repair	PWB	\$ -	\$ 284,724	\$ 284,724	
8" Waterline and 24" Casing at SE Brooklyn	PWB	\$ -	\$ 252,903	\$ 252,903	
Street Paving at SW 5th and 6th Avenues	PBOT	0	\$ 66,017	\$ 66,017	
21" CIPP Sewer SE 17th/Schiller	BES	0	\$ 25,574	\$ 25,574	

Total by Bureau				
BES	\$	4,287,446	\$ 83,461	\$ 4,370,907
PWB	\$	510,919	\$ 574,155	\$ 1,085,074
PBOT	\$	296,362	\$ 68,240	\$ 364,602
Total	\$	5,094,727	\$ 725,856	\$ 5,820,583

Portland-Milwaukie LRT  
 Exhibit I - Summary of Other City Project Costs  
 5/20/2014

Other City Project	Bureau	Amount Approved in Amendment #2	Change with Amendment #3	New Total Project Cost	Notes
South Auditorium District	PBOT	\$ -	\$ -	\$ -	See Exhibit F
New Water Avenue	multiple	\$ -	\$ -	\$ -	Separate Agreement
Close the Loop (eastside stcar)	PBOT	\$ -	\$ -	\$ -	Separate Agreement
Sewer Sinkhole at Powell MSE Wall Structure	BES	\$ -	\$ 26,170	\$ 26,170	
Inlet Lead Video Inspections	BES	\$ -	\$ 15,004	\$ 15,004	
				<u>\$ 41,174</u>	Total

186652

Exhibit J

Letter Agreement SE 8<sup>th</sup>/Division Paving and Sidewalk Betterment



August 30, 2013

Steve Yeung  
City of Portland Water Bureau  
1120 SW Fifth Ave, Suite 500  
Portland, OR 97204

**SUBJECT: Letter Agreement – PMLR City of Portland and TriMet Design and Construction Services IGA Amendment – Portland Water Bureau Betterment Repairs to 8<sup>th</sup> and Division Place Paving and Sidewalk**

Dear Steve:

The City of Portland and TriMet are parties to the Intergovernmental Agreement for Portland-Milwaukie Light Rail Project Design and Construction Services ("Agreement"), which was last amended May 1, 2013 ("Second Amendment"). The Agreement sets forth each party's respective responsibilities with regard to the design and construction of the Project, including any construction betterments.

The parties are negotiating an additional amendment to the Agreement ("Third Amendment"). In anticipation of the Third Amendment, the parties propose this Letter Agreement as an interim measure to memorialize their collective understanding regarding betterment with the City of Portland, Portland Water Bureau ("PWB").

By this Letter Agreement, TriMet shall incorporate into its Construction Management/General Contractor ("CMGC") East Segment contract with Stacy and Witbeck, Inc. ("SWI"), the following betterment work:

- Repair paving and sidewalk. SWI scope is per exhibit A , attached

The parties agree that having TriMet perform this betterment work for the City is more efficient because of the Project's access to the site and prior work completed by TriMet's contractor. The estimated cost of this work is \$250,103.00. The parties expressly understand that this is just an estimate, and additional costs could be incurred.

The parties anticipate that this betterment work will be incorporated into the Third Amendment, Article V ("TriMet Services and Betterments to be provided to City"), Paragraph A ("Portland Water Bureau") as a new subparagraph. The parties agree the work will be tracked as betterment to the City, and billed under the Agreement. PWB shall be responsible for all actual costs incurred by TriMet for this betterment work, pursuant to Article IV ("City Services to be provided to TriMet"), Paragraph T ("Betterments/Cost Sharing") of the Agreement.

Please indicate your agreement to these terms by your signature below.

John Lostra      9/4/13  
 John Lostra      Date  
 TriMet  
 PMLRT East Segment Resident Engineer

Steve Yeung      9/4/2013  
 Steve Yeung      Date  
 City of Portland Water Bureau  
 Project Manager



Exhibit K

Letter Agreement 8" Water Line and 24" Casing at SE Brooklyn Betterment

July 29, 2013

Steve Yeung  
City of Portland, Portland Water Bureau

*Via Email:* \_\_\_\_\_

*Re: Letter Agreement – PMLR City of Portland and TriMet Design and Construction Services  
IGA Amendment – Portland Water Bureau Betterment  
Add 8" Water line and 24" Casing at SE Brooklyn.*

Dear Steve,

The City of Portland and TriMet are parties to the Intergovernmental Agreement for Portland-Milwaukie Light Rail Project Design and Construction Services ("Agreement"), which was last amended May 1, 2013 ("Second Amendment"). The Agreement sets forth each party's respective responsibilities with regard to the design and construction of the Project, including any construction betterments.

The parties are negotiating an additional amendment to the Agreement ("Third Amendment"). In anticipation of the Third Amendment, the parties propose this Letter Agreement as an interim measure to memorialize their collective understanding regarding betterment with the City of Portland, Portland Water Bureau ("PWB").

By this Letter Agreement, TriMet shall incorporate into its Construction Management/General Contractor ("CMGC") East Segment contract with Stacy & Witbeck, Inc. ("SWI"), the following betterment work:

- Bore and trench a 24" Steel casing under UPRR tracks and TriMet LRT tracks at SE Brooklyn St. Install an 8" Ductile pipe inside the casing. SWI scope is per Drawing U15UE 462 BX (PC180)
- Locate and pothole all utilities including three fiber optic in UPRR ROW using a 'vacuum excavation' machine.

The parties agree that having TriMet perform this betterment work for the City is more efficient because of the Project's access to the site prior to LRT track construction. The estimated cost of this work is \$250,000. The parties expressly understand that this is just an estimate, and additional costs could be incurred.

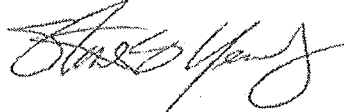
The parties anticipate that this betterment work will be incorporated in the Third Amendment, Article V ("TriMet Services and Betterments to be provided to City"), Paragraph A ("Portland Water Bureau") as a new subparagraph, and that the work will be tracked as a betterment to the City, and billed under the Agreement. PWB shall be responsible for all actual costs incurred by TriMet for this betterment work, pursuant to Article IV ("City Services to be provided to TriMet"), Paragraph T ("Betterments/Cost Sharing").

Please indicate your agreement to these terms by your signature below.

Sincerely,



Simon Cooper  
TriMet  
PMLR Utility Engineer



PORTLAND WATER BUREAU  
PROJECT MANAGER

08/05/2013  
12-310  
\*\*\*

10:26  
Brooklyn Street Jack & Bore

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Exploratory / Pothole Excavation	1.000	PS	30,000.00	30,000.00
1500	Remove/Salvage Existing Waterline	1.000	LS	22,000.00	22,000.00
2000	24" Steel Casing - Jacked Steel Casing	1.000	LS	135,000.00	135,000.00
2500	24" Steel Casing - Open Cut	1.000	LS	26,700.00	26,700.00
3000	8" Ductile Iron Waterline	1.000	LS	25,300.00	25,300.00
4000	Chlorinate & Testing	1.000	LS	5,000.00	5,000.00
5000	Cathodic Protection	1.000	LS	6,000.00	6,000.00

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Bid Total      =====>      \$250,000.00

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Exhibit L

Letter Agreement 21" CIPP Sewer, SE 17<sup>th</sup> & Schiller Streets Betterment



October 31, 2013

**Agreement for PMLRT Project**

City of Portland Bureau of Environmental Services and TriMet Design and Construction  
IGA Amendment – 21-Inch 'Cured in Place Pipe' (CIPP) Sewer, SE 17<sup>th</sup> and Schiller

The City of Portland and TriMet are parties to the Intergovernmental Agreement for Portland-Milwaukie Light Rail Transit Project Design and Construction Services ("Agreement"), The Agreement sets forth each party's respective responsibilities with regard to the design and construction of the Project, including any construction betterments.

By this Agreement, TriMet shall incorporate into its Construction Management/General Contractor ("CMGC") East Segment contract with Stacy and Witbeck, Inc. ("SWI"), the following betterment work:

- 21-inch CIPP, between ACH815 and ACH825 on 17<sup>th</sup> Ave just north of Schiller. Work scope is per attached.

The parties agree that having TriMet perform this betterment work for the City is more efficient because of SWI current obligation to repair a portion of the existing pipe, damaged during PMLRT project work. BES is responsible for the full cost of the CIPP minus SWI's repair cost. The cost of this work is \$37,248.50 minus \$14,000 repair obligation. Betterment cost to BES is \$23,248.50.

The parties anticipate that this betterment work will be incorporated in the Third Amendment, Article V ("TriMet Services and Betterments to be provided to City"). The parties agree the work will be tracked as a betterment to the City, and billed under the Agreement. BES shall be responsible for costs noted above for this betterment work, pursuant to Article IV ("City Services to be provided to TriMet"), Paragraph T ("Betterments/Cost Sharing") of the Agreement.

Executed by:

*John Lostra*

John Lostra  
PMLRT East Resident Engineer  
TriMet

10/31/13

Date

*Don Poletski*

Don Poletski  
Project Manager  
City of Portland BES

11/01/13

Date

PME-6478

MP.15E.C.202.999.228