

## EXHIBIT A

**FOURTH 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  
City Contract #30001514

This Fourth Amendment ("Fourth 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"). 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entered into the First Amendment to the Agreement ("First Amendment"), which, except for the Effective Date, entirely superseded and replaced the Agreement.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. On or about June 26, 2014, the Parties entered into the Third Amendment to the Agreement ("Third Amendment"), which expanded on each Party's respective roles and responsibilities, and identified additional betterments TriMet was to perform for the City.
- E. On July 8, 2015, the Parties entered into a Memorandum of Understanding for Certain Betterments ("MOU"), which stated that they would work together to modify the Agreement to reflect the amounts to be paid by the City to TriMet.

- F. The Parties now desire to amend the Agreement to increase the budget for certain City staff services, add certain services to be performed by the City, incorporate a City interbureau funds reallocation, formalize agreement related to the Betterments identified in the MOU, and 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 I, Term** is hereby amended to extend the completion date of the Agreement to June 30, 2017.
2. **Article III, paragraph I, "City Staffing,"** is hereby amended by adding Exhibit B-1, which is a reconciliation of funds for all City bureaus and the addition of new funds for PBOT, and Exhibit B-2, which is the updated Closeout Phase budget for PBOT reflecting the added funds. The remainder of Exhibit B is unchanged.
3. **Article IV, paragraph N.3 under "Compensation",** it hereby amended by deleting it in its entirety and replaced with the following:

"The City's compensation for services provided through all phases including the Final Design and Construction and Close Out phases must not exceed \$14,568,824 as described in Exhibit B-1. The services provided must be on reimbursable cost basis. The amount specifically includes work the City will perform on the Moody Project that also benefits this project, as set forth in Article IV, paragraph D.1(j).

Exhibit M, which is attached hereto and incorporated herein by this reference, describes the interbureau fund transfers that were document in a Memorandum Of Understanding date June 16, 2016.

4. **Article IV, paragraph U, subparagraph "(1) South Auditorium District,"** as set out in the Second Amendment and the MOU, is hereby amended by deleting the last sentence and replacing it with the following:

"Additional services related to this work have added \$2,008 to the actual cost for this work. City shall pay TriMet \$2,008 for this work."

5. **A new subparagraph under Article IV, paragraph U "(6) Pavement Addition at Bybee TPSS Building,"** is added as follows:

"TriMet requested that PBOT install a new curb and pavement at the west end of the TPSS building located at SE Glenwood and 23<sup>rd</sup>. The estimated cost of this work, including City overhead, is \$50,000. TriMet shall pay the actual cost of the work, plus overhead, when the work is complete."

6. **A new subparagraph under Article IV, paragraph U “(7) *Bybee Guard Rail Replacement*,” is added as follows**

“TriMet and City agree that PBOT will re-install the barrier under the existing Bybee Bridge that was removed during project construction to facilitate access to the area. The estimated cost of this work including overhead is \$30,000. TriMet shall pay the actual cost of the work, plus overhead, when the work is completed.”

7. **A new subparagraph under Article IV, paragraph U, is added and named “(8), *Stairwell lighting removal at Tacoma*” as follows**

“The project needs to have three stairwell lights removed from the Tacoma Overpass. This work will be done by PBOT. The estimated cost of this work, including City overhead, is \$10,000. TriMet pays the City’s final actual cost plus overhead when work is completed.”

8. **A new subparagraph under Article IV, paragraph U, is added and named “(9), *Traffic signal head changes at the Tacoma Park and Ride*” as follows**

“The Project needs to replace traffic signal head and associated signage for left turning traffic at SE Tacoma St at Tacoma Park and ride Access road. This is work to be done by PBOT. The estimated cost of this work, including City overhead, is \$10,000. TriMet pays the City’s final actual costs plus overhead when work is accomplished.”

9. **A new subparagraph under Article IV, paragraph U, is added and named “(10) *Removal of stairwell lights at the Tacoma overpass*” as follows**

“The Project needs to remove three lights on the stairwell at the Tacoma overpass. This work will be done by PBOT. The estimated cost of this work, including City overhead, is \$10,000. TriMet pays the City’s final actual cost plus overhead when work is completed.”

10. **A new subparagraph under Article V, paragraph B, is added and named “(7), *Cable Upgrades at SE McLoughlin Traffic Signals*” as follows:**

PBOT requested that TriMet’s contractor install City standard cables instead of ODOT specified individual conductors at SE McLoughlin/17<sup>th</sup> and SE McLoughlin/Harold intersection. This work was included in the MOU as a Betterment to the Project to and paid by the City. The actual cost for this work is \$3,421.”

11. **A new subparagraph under Article V, paragraph B, is added and named “(8), *Moody Cycle Track Flip*,” as follows:**

"The Project "flipped" the mode organization on the Moody cycle track, moving pedestrians west to the railing and northbound bikes to the curb. The City then identified a need to continue the flip treatment north of the Project boundary at Sheridan Street for way-finding and cueing. All work related to civil and traffic changes from the south curb line of Sheridan Street to the terminus north on Moody Street will be a Betterment to the Project and paid by the City, including TriMet and contractor overhead costs. Actual costs for this work are \$26,800."

12. **Article V, paragraph C, subparagraph "(4) SE 12<sup>th</sup> and Gideon Street Pavement Restoration Betterment,"** as set out in the Second Amendment and the MOU, is hereby amended by deleting the last sentence and replacing it with the following:

"The actual cost of this Betterment is \$140,910."

12. **Exhibit E, "Summary of Betterments,"** is hereby amended by deleting the prior Exhibit E and replacing it with the Exhibit E attached to this Fourth Amendment.

13. The total amount of the Agreement is hereby increased from \$14,400,479 to \$14,568,824 to accommodate the work described in this Amendment.

14. There are no other changes to the Agreement.

**CITY OF PORTLAND**

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Executive Director, Capital Projects

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
TriMet Deputy General Counsel

187839

Exhibit B-1  
 Portland-Milwaukie LRT Project  
 Design and Construction Services IGA Amendment #4 - Bureau budget adjustments  
 5/23/2016

Step 1 - Summary of Prior Interbureau Transfer Executed 6-16-15				Staffing changes made with Amendment #4		New Total for closeout	Total Budget life of project
Bureau	Total Bureau Budget as of Amend #2	Interbureau Reallocation approved 6-16-15	Total Bureau Budget post Reallocation	InterBureau Funds Transfer Amend #4	Funds Added with Amend #4	New Bureau staff budget for closeout	Final staffing budget allocation with Amendment #4
Transportation	\$7,473,452	\$128,789	\$7,602,241	\$76,054	\$53,346	\$448,813	\$7,731,641
BDS	\$121,366	\$0	\$121,366	-\$53,850		\$0	\$67,516
Parks	\$31,293	\$0	\$31,293	-\$2,204		\$0	\$29,089
BES	\$2,079,397	\$150,000	\$2,229,397	-\$20,000		\$101,662	\$2,209,398
PWB	\$4,312,159	-\$278,789	\$4,033,370			\$0	\$4,033,370
BPS	\$137,813	\$0	\$137,813			\$0	\$137,813
Transportation - Moody swaps	\$244,998	\$0	\$244,998			\$0	\$244,998
Total	\$14,400,478		\$14,400,478		\$53,346	\$550,475	\$14,453,824

**Additional Scope for PBOT requested by TriMet**

Pavement addition at Bybee TPSS Building - new curb and pavement at the TSSP Building at SE Glenwood/23rd	\$50,000
Traffic signal changes at the Tacoma Park and Ride - Traffic signal and mast arm apparatus adjustment	\$10,000
Bybee barrier reinstallation - reinstall safety barrier under Bybee Bridge at SE McLoughlin Blvd	\$30,000
Stairwell lighting removal at Tacoma - removal of 3 lights at stairwell at Tacoma overpass	\$10,000
Sub total	\$100,000
Contingency	\$15,000
Total	\$115,000

**City NTE compensation (staff and additional scope)**
**\$14,568,824**
**PBOT-specific compensation for closeout phase:**

New Bureau budget for closeout	\$448,813
Additional scope requested by TriMet	\$115,000
Total PBOT compensation for remainder of project	\$563,813

Total PBOT life of project compensation **\$7,846,641**

**PORTLAND TO MILWAUKIE LRT PROJECT**  
**Transportation Budget Estimate - Closeout**

PORTLAND TO MILWAUKIE LRT PROJECT Transportation Budget Estimate - Closeout	CLOSEOUT - Actuals for Amend 4 10/15 - 4/16			CLOSEOUT - Projected through end 5/16 - 9/16 (5 months)			CLOSEOUT - Budget for Amend 4 10/15 - 9/16		
	Proj # T00138.O			Proj # T00138.O			Proj # T00138.O		
PDOT	hours		total w/o ohd	hours	rate	total	hours	rate	total
<b>Project Management/Planning</b>									
Teresa Boyle	217		21,596	200	99.52	19,904	417	99.52	41,500
Jean Senechal Biggs	202		16,511	75	81.94	6,146	277	81.94	22,656
Roger Geller	2		111	0	74.01		2	74.01	111
Other Project Management									
<b>Project Management Subtotal</b>	<b>420</b>		<b>\$ 38,218</b>	<b>275</b>		<b>\$ 26,050</b>	<b>695</b>		<b>\$ 64,267</b>
<b>Traffic Investigations</b>									
Tom Jensen	3		217	3	72.31	217	6	72.31	434
Mary Edin	4		208	4	59.48	238	8	59.48	446
<b>Traffic Investigations Subtotal</b>	<b>7</b>		<b>\$ 425</b>	<b>7</b>		<b>\$ 455</b>	<b>14</b>		<b>\$ 880</b>
<b>Street Lighting and Traffic Signals</b>									
Lisa Elbert	30		2,691	8	90.46	724	38	90.46	3,415
Ty Reynolds	135		11,037	8	82.06	656	143	82.06	11,694
Paul Zebell	386		31,629	100	81.94	8,194	486	81.94	39,823
Willie Rotich	6		498	15	90.46	1,357	21	90.46	1,854
Other SSL (MO sig shop)	88		5,705			2,500			8,205
<b>Street Lighting/Traffic Signal Subtotal</b>	<b>644</b>		<b>\$ 51,560</b>	<b>131</b>		<b>\$ 13,431</b>	<b>687</b>		<b>\$ 64,991</b>
<b>Civil Design</b>									
Linda Williams	9		775	0	86.15	0	9	86.15	775
Other Civil Design									
<b>Civil Design Subtotal</b>	<b>9</b>		<b>\$ 775</b>	<b>0</b>		<b>\$ -</b>	<b>9</b>		<b>\$ 775</b>
<b>Traffic Design &amp; Engineering</b>									
Lewis Wardrip	37		3,959	30	107.00	3,210	67	107.00	7,169
Michelle Dellinger	275		22,567	85	82.06	6,975	360	82.06	29,542
Andres Sullivan and others	15		856	8	57.08	457	23	57.08	1,313
Other Traffic Design (BOM work orders)				0		5,000			5,000
<b>Traffic Design Subtotal</b>	<b>327</b>		<b>\$ 27,382</b>	<b>123</b>		<b>\$ 15,642</b>	<b>450</b>		<b>\$ 43,024</b>
<b>Construction Inspection</b>									
Robin Kinnaird	533		35,622	0	66.90	0	533	66.90	35,622
Other Construction Inspection									
<b>Construction Inspection Subtotal</b>	<b>533</b>		<b>\$ 35,622</b>	<b>0</b>		<b>\$ -</b>	<b>533</b>		<b>\$ 35,622</b>
<b>Right of Way</b>									
David McElowney	2		173	8	86.28	690	10	86.28	863
Dee Walker	18		1,302	160	72.31	11,570	178	72.31	12,871
Other Right of Way (recording fees)			71			16,000			16,071
<b>Right of Way Subtotal</b>	<b>20</b>		<b>\$ 1,545</b>	<b>168</b>		<b>\$ 28,260</b>	<b>188</b>		<b>\$ 29,805</b>
<b>Materials &amp; Services</b>									
Misc. M&S			2,992			8,000			10,992
<b>M&amp;S Total</b>			<b>\$ 2,992</b>			<b>\$ 8,000</b>			<b>\$ 10,992</b>
<b>PBOT SUBTOTAL</b>			<b>\$ 158,519</b>			<b>\$ 91,837</b>			<b>\$ 250,356</b>
<b>Overhead</b>			<b>\$ 125,658</b>			<b>\$ 72,799</b>			<b>\$ 198,457</b>
<b>Overhead Rate for PBOT (except BOM)</b>			<b>79.27%</b>			<b>79.27%</b>			<b>79.27%</b>
<b>PBOT SUBTOTALS PER PHASE</b>			<b>\$ 284,176</b>			<b>\$ 164,637</b>			<b>\$ 448,813</b>
<b>PBOT TOTAL</b>			<b>\$ 284,176</b>			<b>\$ 164,637</b>			<b>\$ 448,813</b>

note: budget is built using actuals, and then estimated productive hours and loaded hrly rates

**PORTLAND-MILWAUKIE LIGHT RAIL PROJECT****Design and Construction Services Agreement****Inter-Bureau Budget Transfer****City Contract #30001514****TriMet IGA # GH110189TL**

The City of Portland and TriMet are parties to the Intergovernmental Agreement for Portland-Milwaukie Light Rail Transit Project (Project) Design and Construction Services (IGA). The IGA sets each party's respective responsibilities with regard to the design and construction of the Project, and it details services to be provided by staff from each City Bureau and betterments.

As construction of the Project nears completion and actual staff expenses are known, there is a need to modify the budgets for the following Bureaus: Water (PWB), Environmental Services (BES) and Transportation (PBOT). PWB has unused budget remaining while both PBOT and BES need additional funds.

Article VIII.W in the First Amendment of the IGA (Ordinance No. 184452) allows for a transfer of budget among bureaus without additional City Council authorization under certain conditions. The Article states, in part:

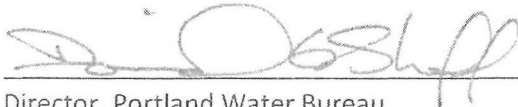
City Bureau directors may authorize modifications to this Agreement, without specific Council approval, that affect the total financial commitment of that Bureau under its Agreement, for amounts up to twenty-five percent (25%) of the original amount. Charges in excess of 25% shall require a specific Council ordinance amending this Agreement.

The "original amount" referred to above is agreed to be the currently approved budgets for each bureau authorized by the third Amendment to the IGA (Ordinance No. 185819, Ex. B) as shown in Attachment A.

In accordance with Article VIII.W, this Inter-Bureau Budget Transfer (Transfer) will amend these amounts by increasing BES's and PBOT's budgets and decreasing remaining unspent funds in PWB's budget. Revised budget amounts are as detailed in the attached Attachment B.

This Transfer is effective immediately upon full execution by the Bureau directors and after acknowledgement by TriMet.

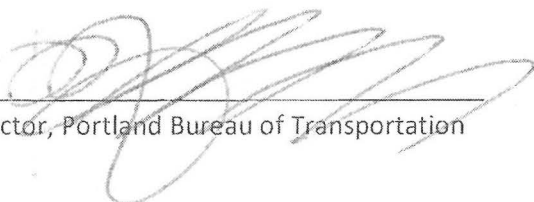
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Director, Portland Water Bureau

06.09.2015  
Date


*WPR*  
  
Director, Bureau of Environmental Services

6/9/15  
Date

  
Director, Portland Bureau of Transportation

6/11/15  
Date

With this signature, TriMet acknowledges and confirms this budget transfer among the three Bureaus.

  
Director, TriMet Capital Projects

6.16.15  
Date

Attachments



668281

Portland-Milwaukie LRT Project  
 Design and Construction Services IGA Budget Adjustment  
 6/9/2015

Bureau	Budget per Amend 2	Balance Remaining	25% of budget	Budget Adjustment	New Budget
Water Bureau	\$ 4,312,159	\$ 278,788	\$ 1,078,040	\$ (278,789)	\$ 4,033,370
Environmental Services	\$ 2,079,397	\$ 70,932	\$ 519,849	\$ 150,000	\$ 2,229,397
Transportation	\$ 7,473,452	\$ 1,116,941	\$ 1,868,363	\$ 128,789	\$ 7,602,241

Note: All PWB activities are complete. This transfers the remainder of the budget.

Exhibit B  
Portland-Milwaukie LRT  
City services - all phases  
12/5/2012

				A	B	C=A-B	D	E	F=D+E	G	H=A+D+G	I	J=H+E-I	
Bur	PE Phase	Extended PE Phase	Final Engineering Phase	Budget for PE/XPE/FE phases	Actuals for PE/XPE/FE phases	Budget balance for PE/XPE/FE	Construction Phase	Contract amendment for construction	New Construction Budget	Closeout Phase	Contract total prior to amendment	Remove budget balance from PE/XPE/FE	Modified Contract total	Betterments
BES	\$229,600	\$21,700	\$149,669	\$400,969	\$395,297	\$5,672	\$1,331,073	\$353,027	\$1,684,100	\$0	\$1,732,042	\$5,672	\$2,079,397	\$4,287,446
BDS	\$0	\$0	\$221,366	\$221,366	\$27,811	\$193,555	\$0	\$93,555	\$93,555	\$0	\$221,366	\$100,000	\$121,366	\$0
Parks	\$15,600	\$0	\$14,006	\$29,606	\$20,220	\$9,386	\$11,073	\$0	\$11,073	\$0	\$40,679	\$9,386	\$31,293	\$0
Planning and Sustainability	\$55,200	\$26,400	\$56,242	\$137,842	\$70,113	\$67,729	\$0	\$67,700	\$67,700	\$0	\$137,842	\$67,729	\$137,813	\$0
Transportation	\$705,700	\$367,100	\$1,540,599	\$2,613,399	\$2,467,655	\$145,744	\$4,373,362	\$528,465	\$4,901,827	\$103,970	\$7,090,731	\$145,744	\$7,473,452	\$296,362
Transportation-Moody swaps			\$244,998	\$244,998	\$244,998	\$0	\$0	\$0	\$0	\$0	\$244,998	\$0	\$244,998	
Water	\$101,200	\$18,300	\$345,200	\$464,700	\$443,136	\$21,564	\$2,871,593	\$997,430	\$3,869,023	\$0	\$3,336,293	\$21,564	\$4,312,159	\$510,919
Total	\$1,107,300	\$433,500	\$2,572,080	\$4,112,880	\$3,669,230	\$443,650	\$8,587,101	\$2,040,177	\$10,627,278	\$103,970	\$12,803,951	\$350,095	\$14,400,479	\$5,094,727

PE Phase Mar'09- Mar'10  
Extended PE Phase April '10-Jan '11  
FE Phase Jan '11-Feb '12  
Construction Phase Mar '12-Sept '15  
Closeout Oct '15-June '16

ATTACHMENT A

187839  
EXHIBIT B  
185819

Portland-Milwaukie LRT  
**Exhibit E - Summary of Betterments** updated for Amendment #4  
 5/20/2016

Betterment	Bureau	Amount Approved prior Amendments	Change with Amendment #4	New Total Betterment	Notes
Crystal Springs RR Culvert Replacement	BES Consrv Dist	\$939,142 \$100,000		\$939,142 \$100,000	
Insley Sewer Diversion Structure	BES	\$2,500,000		\$2,500,000	
Monitoring Manhole	BES	\$91,960		\$91,960	
SE 12th/Gideon St Pavement Restoration	BES	\$50,000	\$90,910	\$140,910	adjusted amount
SE 17th: Pershing- Lafayette Sewer Reconst	BES	\$294,831		\$294,831	
Clinton to the River	PBOT BES	\$284,762 \$369,400		\$284,762 \$369,400	
SE Water Avenue	BES PBOT PWB PDC OMSI	\$250,000 \$25,000 \$111,535 \$250,000 \$325,000		\$250,000 \$25,000 \$111,535 \$250,000 \$325,000	billed sep agmt billed sep agmt waterline const billed sep agmt billed sep agmt
LED lights on Powell	PBOT	\$0		\$0	no compensation
Fence on Moody/Sheridan	PBOT	\$12,108		\$12,108	
Traffic Loops	PBOT	\$1,715		\$1,715	
West PWB Betterments	PWB	\$435,912		\$435,912	
Close the Loop	PBOT	\$4,000,000		\$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	\$66,017		\$66,017	
21" CIPP Sewer SE 17th/Schiller	BES	\$25,574		\$25,574	
South Auditorium lighting	PBOT	\$0	\$2,008	\$2,008	new betterment
Moody cycle track flip	PBOT		\$26,800	\$26,800	new betterment
Cable upgrades McLoughlin traffic signals	PBOT		\$3,421	\$3,421	new betterment
<b>TOTAL</b>			<b>\$123,139</b>	<b>\$10,793,722</b>	

Total by Bureau Billed Through This IGA

BES	\$4,370,907	\$90,910	\$4,461,817
PWB	\$1,085,074	\$0	\$1,085,074
PBOT	\$364,602	\$32,229	\$396,831
<b>Total</b>	<b>\$5,820,583</b>	<b>\$123,139</b>	<b>\$5,943,722</b>