

**AMENDMENT NO. 9  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT NO. 37119  
PROTOTYPE STREETCAR PROJECT  
PROJECT MANAGEMENT AND ENGINEERING OVERSIGHT**

This Amendment No. 9 modifies the Agreement for Professional Services between the City of Portland (City) and Portland Streetcar, Inc. (PSI) effective November 1, 2006 (City/PSI Contract No. 37119)

Whereas, on November 22, 2006, the City Council passed Ordinance No. 180621 authorizing City/PSI Contract No. 37119, which provides for PSI to oversee the Prototype Streetcar Project to be manufactured by Oregon Iron Works, Inc. (OIW) under the Agreement between the City and OIW dated March 7, 2007 (City/OIW Contract No. 37218) and for PSI to contract with Shields Obletz Johnsen, Inc. (SOJ) and LTK Engineering (LTK), selected under a competitive selection process conducted by the City, to provide the oversight, project management and vehicle engineering services required for the Prototype Streetcar Project; and

Whereas, Change Order No. 2 to City/OIW Contract No. 37218 provides for OIW, and its subcontractor Rockwell Automation of Milwaukee, Wisconsin (RA), to remove and replace the electrical/propulsion system initially installed in the Prototype Vehicle with a system to be domestically manufactured by RA, and for OIW and RA to be paid \$1,200,000 from additional FTA grant funds for the replacement project, matched with \$600,000 in unreimbursed project expenses paid by OIW and RA; and

Whereas, Amendment No. 6 to the City/PSI Contract No. 37119 extended the PSI responsibilities to include oversight of the replacement of the electrical/propulsion system by OIW and RA, increasing the maximum compensation for oversight, project management and vehicle engineering services from \$813,598 to \$1,433,598 to be paid to PSI from the additional FTA grant funds; and extending the term of City/PSI Contract No. 37119 to July 1, 2011; and

Whereas, work by OIW and RA on the electrical/propulsion system replacement was significantly delayed requiring the term of the City/PSI Contract No. 37119 to be extended under Amendment No. 7 to July 31, 2012 and most recently under Amendment No. 8 to December 31, 2013, in anticipation of the possible completion dates, neither amendment providing additional funds to cover the cost of the extended services; and

Whereas, on September 22, 2012, the Eastside Loop Project was completed and opened for revenue significantly increasing streetcar service in the Central City requiring increases in Streetcar personnel (operators, mechanics, supervisors and others) and a minimum of eleven (11) vehicles in revenue service during peak hours with five (5) vehicles in operation between SW Market and OMSI on the Eastside (CL Line) and six (6) vehicles to maintain existing service between NW 23rd and SW Lowell in the South Waterfront (NS Line); and

Whereas, delays in delivery of the streetcar vehicles for the Loop Project being manufactured by OIW under a separate contract between the City and OIW dated July 15, 2009, (City/OIW Contract No. 30000696) created urgency in completing the Streetcar Prototype Vehicle to increase the Portland Streetcar fleet size from ten (10) to eleven (11) vehicles, a minimum number without spare vehicles for the expanded streetcar service that commenced in September; and

Whereas, during final testing and burn-in operations the Prototype Vehicle was conditionally certified for revenue service, but several non-safety related conditions remained to be monitored and addressed, most significantly, the performance of software, the low-voltage power supply system (LVPS) and the probable under sizing of the drives, which OIW and RA are contractually required to correct; and

Whereas, OIW and RA have proposed that further work on the Prototype Vehicle should be completed in two phases: Phase 1 when corrections to software and the LVPS will be carried out by OIW and RA personnel at the Portland Streetcar Maintenance Facility complex during hours when the Prototype vehicle is not in regular revenue service; and Phase 2 after delivery of one or more of the Loop Streetcar vehicles, expected in March 2013, when the Prototype Vehicle can be removed from service and moved to the OIW factory for a period of time enabling OIW and RA to complete the more complex task of installing higher capacity drives, as well as a list of minor and cosmetic repairs not necessarily associated with the electrical/propulsion system; and

Whereas, continuing oversight, project management and vehicle engineering services will be needed during Phase 1 as changes are made to the Prototype Vehicle and during Phase 2 to oversee the changes and the program for conducting tests needed for safety certification of the Prototype Vehicle after those changes are completed prior to returning it to revenue service, expected by October 2013; and

Whereas, uncertainties regarding details of the work that will be necessary for OIW and RA to complete during Phase 2 suggests that the oversight, project management and vehicle engineering service should also be carried out in two phases with services during Phase 2 authorized after the services that will be require are better defined; and

Whereas, a balance of up to \$145,000 remains in the FTA grant funds to pay for the additional costs associated with the oversight services.

#### AGREEMENT

1. Scope of Services. PSI, through its subcontractors will carry out; services under this Amendment in two phases.

a) Phase 1. In addition to services required by the City/PSI Contract No. 37119 as amended, services during Phase 1 will include:

1) Vehicle Performance. Continue to monitor the daily performance of the Prototype Vehicle in revenue service and submit weekly detailed operations report to the City and other project participants with details of any problem encountered, events requiring temporary removal from revenue services and the general nature of any changes or corrections undertaken by OIW, RA or the City.

2) Meetings. Conduct weekly or bi-weekly meetings with representatives from the City, TriMet, OIW, RA and/or others as needed to coordinate the ongoing work of OIW, RA or the City and to insure that any problems associated with the Prototype Vehicle performance are efficiently and promptly addressed in order minimize disruptions to its Phase 1 revenue service operations.

3) Work Plan. While OIW has developed a proposal that discusses the work to be provided during Phase 2, the work remains uncertain. Work with OIW and RA to identify details of the changes and repairs necessary to meet contract specifications and the related procedures for testing that will be conducted during Phase 2 and the schedule for completing them. Negotiate terms of any modifications to the City/OIW Contract No. 37218 required by the Work Plan for approval of the City prior to commencement of Phase 2 changes and corrections.

4) Governmental Coordination. Continue to provide reports and requested information and attend meetings with Oregon Department of Transportation (ODOT) and FTA officials monitoring Portland Streetcar operations and the Prototype Vehicle performance. Work with TriMet to seek FTA approval of extending the term of the FTA Grant as required by the projected schedule for Phase 2 and safety recertification of the Prototype Vehicle for a return to revenue service.

b) Phase 2. Oversight, project management and vehicle engineering services during Phase 2 will be defined during Phase 1.

2. Maximum Compensation. The total Maximum Compensation provided for in City/PSI Contract No. 37119 as amended will be increased by \$50,000 for a total maximum of \$1,483,598 for services during Phase 1. The Maximum Compensation may be increased by up to an additional amount of \$95,000, subject to approval of the scope of services for Phase 2 and a maximum amount approved by the City Streetcar Project Manager.

3. Term: The term of the contract will remain December 31, 2013, but may be extended by agreement of PSI and the City Streetcar Project Manager in the event that the Prototype Vehicle is not certified for revenue service, the project is not completed and/or the FTA grant has not been closed by that date.

4. ALL OTHER TERMS AND CONDITIONS OF CITY/PSI CONTRACT NO. 37119 AS AMENDED REMAIN UNCHANGED.

AMENDMENT NO. 9 AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**APPROVALS:**

**CITY OF PORTLAND**


**PORTLAND STREETCAR, INC.**

BY: \_\_\_\_\_  
Charlie Hales, Mayor

BY: \_\_\_\_\_  
Richard Cooley, Chair

BY: \_\_\_\_\_  
Lavonne Griffin-Valade, Auditor

Approved as to Form:

BY:  \_\_\_\_\_  
Mark Moline  
Sr. Deputy City Attorney

BY: \_\_\_\_\_  
Heather Martin  
PSI Attorney