

AMENDMENT NO. 3
CITY/PSI CONTRACT NO. 30001193
PORTLAND STREETCAR LOOP PROJECT
VEHICLE ENGINEERING SERVICES

185985

This Amendment No. 3 modifies the Agreement between the City of Portland (City) and Portland Streetcar, Inc. (PSI) signed by the City on March 1, 2010 and by PSI on February 10, 2010 providing for Portland Streetcar Loop Project vehicle engineering services (City/PSI Contract No. 30001193 or Contract)

RECITALS:

Whereas, PSI, a public service non-profit corporation registered in the State of Oregon, has oversight responsibility under contracts with the City for design, financial planning, management, civil and vehicle engineering, construction, community relations, construction mitigation and operation of the Portland Streetcar system; and

Whereas, on February 3, 2010, after completion of a competitive procurement process carried out in accordance with federal requirements and the selection of LTK Engineering Services (LTK) to perform vehicle engineering services for the Portland Streetcar Loop Project (Loop Project), the City passed Ordinance No. 183519 authorizing City/PSI Contract No. 30001193 which assigned to PSI the responsibility for oversight of and subcontracting with LTK for vehicle engineering services related to the design and manufacture of streetcar vehicles for the Loop Project by Oregon Iron Works (OIW); and

Whereas, the Contract subsequently has been amended to add services, increase compensation and extend the term to a current maximum compensation of \$1,734,751 and an expiration date of March 30, 2013; and

Whereas, the revised OIW schedule calls for the final (5th) vehicle to be delivered by August 31, 2013; and

Whereas, a continuation of vehicle engineering services is required to oversee the remaining manufacturing processes and vehicle testing necessary for completion, acceptance and certification of the vehicles for revenue service; and

Whereas, there are adequate uncommitted Loop Project contingency funds to cover the cost of the additional vehicle engineering services required by this Amendment No. 3; and

Whereas, on April 3, 2013, the PSI Board of Directors is expected to adopt a resolution recommending this action to the City Council and authorizing its Chair to execute this Amendment No. 3.

AGREEMENT:

1. Scope of Services. PSI, through LTK, its subcontractor, shall continue to carry out the professional services required in the Scope of Services set out in the Contract as amended.

2. Maximum Compensation. The maximum compensation under the Contract will be increased by \$270,384 for vehicle engineering services through August 31, 2013, as set forth in the hour and cost estimates attached to this amendment as Exhibit A, increasing the total maximum compensation provided for in the Contract from \$1,734,751 to \$2,005,135.
3. Term. The expiration date of the Contract shall be extended to August 31, 2013.
4. ALL OTHER TERMS AND CONDITIONS OF THE CITY/PSI CONTRACT NO. 30001193 AS AMENDED REMAIN UNCHANGED. IN THE EVENT OF ANY INCONSISTENCIES THE TERMS OF AMENDMENT No. 3 SHALL CONTROL.

AMENDMENT NO. 3 AGREED TO THIS ____ DAY OF _____ 2013:

APPROVALS:

CITY OF PORTLAND

By: _____
Charlie Hales
Mayor

Date: _____

By: _____
LaVonne Griffin-Valade
City Auditor

Date: _____

APPROVED AS TO FORM:

By: _____
Mark Moline
Sr. Deputy City Attorney

Date: 4/3/2013

PORTLAND STREETCAR, INC.

By: _____
Richard Cooley
Chair, Board of Directors

Date: 4/3/13

By: _____
Heather Martin
PSI Attorney

Date: 3 April 2013

LTK Engineering Services
Portland Streetcar, Inc.
Portland Streetcar Loop Project
Amendment No. 3 to Contract 30001193

Vehicle Engineering Services
Through August 31, 2013

<u>Employee</u>	<u>Hours</u>	<u>Cost</u>
Glasen, Chris	216	\$27,545
Guthrie, Mike	380	\$51,527
Hartung, Dan	400	\$46,879
Krause, Jason	136	\$17,737
Manuele, Kevin	256	\$58,021
Matlock, Lori	48	\$3,459
Porter, Denny	<u>276</u>	<u>\$62,876</u>
Total	1712	\$268,044
	OTC	\$1,340
	Travel	<u>\$1,000</u>
Total		\$270,384

3/19/13