

**AMENDMENT NO. 6
TO THE AGREEMENT FOR PROFESSIONAL,
TECHNICAL OR EXPERT SERVICES
CONTRACT NO. 37119
PORTLAND STREETCAR PROTOTYPE PROJECT
PROJECT MANAGEMENT AND ENGINEERING OVERSIGHT**

This Amendment No. 6 modifies the Agreement for Professional Services between the City of Portland (City) and Portland Streetcar, Inc. (PSI or Contractor) 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 and for PSI to contract with Shiels Obletz Johnsen, Inc. (SOJ) and LTK Engineering (LTK), selected under a competitive selection process conducted by the City, to provide oversight, project management and vehicle engineering services required for the Prototype Streetcar Project; and

Whereas, on February 28, 2007, after completion of a public solicitation and City and federal pre-award requirements, the City Council passed Ordinance No. 180788, authorizing an agreement with Oregon Iron Works (OIW) for the design and manufacture of a prototype streetcar vehicle (City/OIW Contract No. 37218), to be paid from federal grant funds to TriMet and to the City as a grant sub-recipient, subject to annual congressional appropriations; and

Whereas, TriMet received funds from the Federal Transit Administration (FTA) in four annual congressional appropriations totaling \$4,480,000 which have been allocated as follows: \$3,630,277 to OIW for manufacture of the prototype vehicle under City/OIW Contract No. 37218 and Change Order No. 1; \$813,598 to PSI for oversight, project management and vehicle engineering services through July 31, 2010; \$10,000 to the City for its staff costs and \$26,125 to TriMet for audits; and

Whereas, on September 21, 2009, the City received a request from OIW, to extend the time for completion of the prototype vehicle and to consider substituting an electrical/propulsion system in the prototype vehicle designed and manufactured by Rockwell Automation of Milwaukee, Wisconsin; and

Whereas, the City, TriMet and PSI and its project management and vehicle engineering consultants completed an evaluation of the OIW proposal to substitute the Rockwell electrical/propulsion system in the prototype vehicle and negotiated the terms of Change Order No. 2 to City/OIW Contract No. 37218 (Change Order No. 2), a draft of which was submitted to FTA in the course of applying for additional grant funds to pay for this substitution; and

Whereas, on April 16, 2010, the FTA announced that TriMet will receive an additional \$2.4 million grant to support the development and installation of streetcar components that will be made in the U.S.; and

Whereas, on May 19, 2010, the City Council passed Ordinance No. 183779 authorizing Change Order No. 2, and Ordinance No. 183780 authorizing Amendment No. 5 to City/PSI Contract No. 37119 increasing the maximum compensation by \$55,821 to the total of \$813,598, for continuing oversight, project management and vehicle engineering service on an interim basis through July 31, 2010; and

Whereas, the Portland Bureau of Transportation (PBOT) has negotiated this Amendment No. 6 to City/PSI Contract No. 37119 providing for PSI and its consultants to oversee the OIW work on substituting the electrical/propulsion system and on designing a wireless streetcar vehicle; and to perform related project management and vehicle engineering services during the period from August 1, 2010 to July 1, 2011, when work under City/OIW Contract 37218 is scheduled to be complete; and

Whereas, the additional FTA grant funds will be allocated as follows: \$1,200,000 to OIW for work under Change Order No. 2 with OIW responsible for an additional \$600,000, the required local match; \$400,000 to OIW under a yet to be approved Change Order No. 3 to City/OIW Contract No. 37218 requiring OIW to complete studies, design documents and a cost estimate for manufacturing a wireless streetcar; \$55,000 to the City and TriMet for their staff and administrative costs; \$620,000 to PSI for the additional oversight, project management and vehicle engineering services required by this Amendment; and the balance of \$125,000 as contingency; and

Whereas, payment by the City under this Amendment shall be subject to the successful completion of the federal grant agreement between TriMet and the FTA and an amendment to the IGA between the City and TriMet to disburse the federal funds to the City

AGREEMENT

1. **Scope of Services.** PSI shall carry out professional services as set out in Exhibit A to this Amendment.
2. **Maximum Compensation.** The total Maximum Compensation provided for in City/PSI Contract No. 37119 will be increased by \$620,000 for the services required by the agreement as amended, increasing the total Maximum Compensation from \$813,598 to \$1,433,598.
3. **Term:** The term of the City/PSI Contract No. 37119 shall be extended to July 1, 2011.
4. **ALL OTHER TERMS AND CONDITIONS OF THE CITY/PSI AGREEMENT AS AMENDED REMAIN UNCHANGED.**

AMENDMENT NO. 6 AGREED TO THIS ____ DAY OF _____ 2010:

APPROVALS:

CITY OF PORTLAND


PORTLAND STREETCAR, INC.

By: _____
Sam Adams
Mayor

By: _____
Michael Powell
Chair, Board of Directors

By: _____
LaVonne Griffin-Valade
City Auditor

Approved as to Form:

By:  _____
Mark Moline
Sr. Deputy City Attorney

By: _____
Christopher P. Thomas

Exhibit A

Portland Streetcar Prototype Project
Project Management/ Engineering Oversight Services
Scope of Services
August 1, 2010 to July 1, 2011

1. Project Management

- 1.1 Oversee and administer the City/OIW Contract No. 37218 for design and installation of the electrical/propulsion system by Rockwell Automation on the prototype vehicle; and design of modifications to the Portland Streetcar vehicle for intermittent wireless operations.
- 1.2 Conduct regular project meetings to review schedules, designs, installations and other elements of the work to identify and attempt to resolve design and installation issues and other matters central to satisfactory and timely completion of the prototype vehicle and the streetcar wireless design.
- 1.3 Present monthly reports on progress and status of the work.
- 1.4 Assist TriMet and the City in preparing monthly or quarterly reports in conformance with FTA requirements describing progress on the completion of the prototype vehicle and the streetcar wireless design.
- 1.5 Review and recommend payment by the City on invoices from OIW under City/OIW Contract No. 37218.
- 1.6 Maintain reports, correspondence and other documentation to assure compliance with City, TriMet and FTA requirements.
- 1.7 Assist in the process of testing and certifying the prototype vehicle for revenue service on the Portland Streetcar system.

2. Vehicle Engineering

- 2.1 Participate in regular project meetings and meetings with OIW and Rockwell Automation to review and advise on the components and design for the alternative electrical/propulsion system and the streetcar wireless design
- 2.2 Review and recommend action on design drawings, specifications, submittals, requests for information and other correspondence from OIW with regard to conformance with the technical specifications and other contract documents; and Portland Streetcar operating and maintenance procedures and requirements.
- 2.3 Assist in preparing monthly reports on the progress and status of the design of the alternative electrical/propulsion system and the streetcar wireless design.
- 2.4 Review, approve and oversee testing procedures of the prototype vehicle to be conducted by OIW followed by certification of the completed prototype vehicle for revenue service on the Portland Streetcar system.