

AMENDMENT NO. 2
CITY/PSI CONTRACT NO. 30001193
PORTLAND STREETCAR LOOP PROJECT
VEHICLE ENGINEERING SERVICES

This Amendment No. 2 to 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 had 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 by Oregon Iron Works (OIW) for the Loop Project; and

Whereas, Amendment No. 1 to City/PSI Contract No. 30001193 increased the maximum compensation provided for under the Contract to \$1,348,522 and extended the term to October 31, 2012, the current expiration date; and

Whereas, the current OIW schedule calls for the final (5th) vehicle to be delivered in February 2013; and

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

Whereas, it has been and will continue to be necessary to involve additional LTK personnel for more intense on-site oversight and inspection of the manufacturing processes and review of submittals related to design revisions and refinements, testing procedures, test results and vehicle safety certification; and

Whereas, there are adequate uncommitted Loop Project contingency funds to cover the cost of the additional vehicle engineering services; and

Whereas, on September 5, 2012, the PSI Board of Directors adopted Resolution 12-30 authorizing its Chair to execute this Amendment No. 2.

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.
2. Maximum Compensation. The maximum compensation under the Contract will be increased by \$386,229 for services during the period from September 1, 2012 to March 30, 2013 as set out in the hour and cost estimates attached to this amendment as Exhibit A, increasing the total maximum compensation provided for in the Contract from \$1,348,522 to \$1,734,751.
3. Term. The expiration date of the Contract shall be extended to March 30, 2013.
4. ALL OTHER TERMS AND CONDITIONS OF THE CITY/PSI CONTRACT NO. 30001193 AS AMENDED REMAIN UNCHANGED.

AMENDMENT NO. 2 AGREED TO THIS ____ DAY OF _____ 2012:

APPROVALS:

185664

CITY OF PORTLAND

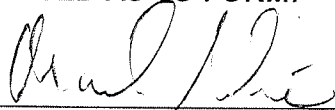
By: _____
Sam Adams
Mayor

Date: _____

By: _____
LaVonne Griffin-Valade
City Auditor

Date: _____

APPROVED AS TO FORM:

By:  _____
Mark Moline
Sr. Deputy City Attorney

Date: 9/24/12

PORTLAND STREETCAR, INC.

By: _____
Richard Cooley
Chair, Board of Directors

Date: _____

By: _____
Heather Martin
PSI Attorney

Date: _____

Exhibit A

LTK Engineering Services
 C4036: Portland Streetcar, Inc. - Portland Streetcar Loop Project
 Amendment #2 Cost Estimate

| | 2012 | | | | 2013 | | | | Total Hours | Total Costs |
|---------------------|------|-----|-----|-----|------|-----|-----|-----|-------------|-------------|
| | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | | |
| Childir, Mark | 40 | 80 | 80 | 40 | 20 | 20 | | | 280 | \$39,602 |
| Glaser, Chris | 60 | 60 | 32 | 32 | 32 | 32 | 20 | | 268 | \$33,322 |
| Guthrie, Mike | 120 | 120 | 100 | 100 | 80 | 60 | 40 | | 620 | \$81,144 |
| Krause, Jason | 40 | 40 | 40 | 40 | 40 | 40 | 20 | | 260 | \$32,967 |
| Manuele, Kevin | 80 | 80 | 60 | 60 | 60 | 40 | 40 | | 420 | \$93,331 |
| Matlock, Lori | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | 56 | \$3,967 |
| Porter, Denny | 60 | 60 | 60 | 60 | 40 | 40 | 40 | | 360 | \$80,403 |
| Sr Vehicle Engineer | 8 | 8 | 8 | 8 | 8 | 8 | | | 48 | \$9,620 |
| | 416 | 456 | 388 | 348 | 288 | 248 | 168 | 0 | 2312 | \$374,357 |

| | |
|--------------------|----------|
| Other Direct Costs | \$1,872 |
| Travel | \$10,000 |

third draft 8-28-12

| | |
|------------|-----------|
| Total Cost | \$386,229 |
|------------|-----------|