

AMENDMENT NO. 6 TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT NO. 37279
PORTLAND STREETCAR LOOP PROJECT
DESIGN AND CIVIL ENGINEERING SERVICES

This Amendment No. 6 modifies the Agreement for Professional Services between the City of Portland (City) and Portland Streetcar, Inc. (PSI) dated May 1, 2007 (City/PSI Contract No. 37279)

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 April 4, 2007, after completion of a competitive procurement process carried out in accordance with federal requirements and the selection of URS Corporation and its team of subconsultants (URS) to perform design and civil engineering services for the Portland Streetcar Loop Project (Loop Project), the City passed Ordinance No. 180866 authorizing City/PSI Contract No. 37279 which assigned to PSI the responsibility for oversight of and subcontracting with URS for design and civil engineering services; and

Whereas, URS under direction of PSI has performed additional services including conducting a required safety certification of the Portland Streetcar Maintenance Facility, preparing a post-construction hazard security analysis, responding to the FTA Project Management Oversight Consultant comments, attending FTA audit sessions, providing services after the construction completion date, preparing base maps for artists and the as-built survey of Rose Quarter, attending coordination meetings, assisting with graphics for bridge plate zone request for federal equivalent facilitation and preparing record drawings packages for ODOT and UPRR.

Whereas, in the letter from URS dated August 15, 2012, attached to this Amendment No. 6 as Exhibit A, URS states that they have incurred a total cost for additional services described herein equal to approximately \$79,000, but has agreed to absorb all but \$30,000 of this total; and

Whereas, on September 5, 2012, the PSI Board of Directors adopted Resolution 12-31 authorizing its Chair to execute this Amendment No. 6.

AGREEMENT

1. The maximum compensation for design and engineering services under this Agreement shall be increased by \$30,000 from \$10,777,856 to \$10,807,856.

- 2. Term. The expiration date shall be extended from October 1, 2012 to November 30, 2012.
- 3. ALL OTHER TERMS AND CONDITIONS OF THE CITY/PSI CONTRACT #37279 AS AMENDED REMAIN UNCHANGED.

AMENDMENT NO. 6 AGREED TO THIS _____ DAY OF _____ 2012:

APPROVALS:

CITY OF PORTLAND

PORTLAND STREETCAR, INC.

By: _____
 Sam Adams
 Mayor

Date: _____

By: _____
 LaVonne Griffin-Valade
 City Auditor

Date: _____

APPROVED AS TO FORM:

By: Mark Moline
 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



August 15, 2012

Mr. Carter MacNichol
Shiels Obletz Johnson
1140 SW 11th Avenue, #500
Portland, Oregon 97205

**Subject: Portland Streetcar Loop Project - URS DSDC Contract
Request for Additional Budget for Out-of-Scope Services**

Dear Carter:

URS has substantially completed services under the DSDC work authorization for the Streetcar Loop Project. Over the course of the past 9 months, there have been several requests for extra services that we consider to be beyond the contracted scope of work. While URS has strived to absorb some of these changes/additional services within our existing budget, I am now requesting an additional \$30,000 to cover our costs for some of the extra services incurred.

Below is a summary of the additional services performed and associated costs to date. These extra services cost a total of approximately \$79,000; however, we were able to absorb a majority of the costs within our existing budget. For most of these items, design activities and the costs incurred to date have been tracked independently and reported in our monthly invoices and progress reports.

Please let me know if you have any questions on this information.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mark L. Dorn'.

Mark L. Dorn
Project Manager

Attachment



PORTLAND STREETCAR LOOP PROJECT
DSDC WORK AUTHORIZATION
SUMMARY OF ADDITIONAL SERVICES PERFORMED

1. MFE Safety Certification

Amendment 3 Task 2.0 item called for "Coordinate safety certification efforts and final punch lists prior at major milestones as necessary and, ultimately for opening day," but nothing specifically for conducting safety certification of the MF building.

Total Cost Absorbed: \$39,817

2. Post-Construction Hazard/Security Analysis

Prepared P-CH/SA report and associated hazard mitigation verification checklist; responded to FTA PMOC comments; attended FTA audit session.

Total Cost Absorbed: \$27,709

3. Miscellaneous Out-of-Scope Items:

- Project Management beyond original March 31, 2012 completion date
- Art Coordination (est. ~\$8K*), prepared basemaps for Artist's use, including DEA "as-built" survey of Rose Quarter, and attended multiple coordination meetings.
- Assistance with graphics for Bridgeplate Zone Request for Equivalent Facilitation (\$1,200)
- Prepared special Record Drawing package for ODOT and for UPRR (est. \$2K-3K)