

AMENDMENT NO. 7
CITY/PSI CONTRACT NO. 37251
PORTLAND STREETCAR LOOP PROJECT
PROJECT MANAGEMENT SERVICES

This Amendment No. 7 modifies the Agreement between the City of Portland (City) and Portland Streetcar, Inc. (PSI) April 9, 2007 for Project Management services (City/PSI Contract No. 37251 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 March 21, 2007, after completion of a competitive procurement process carried out in accordance with federal requirements and the selection of Shields Obletz Johnsen, Inc. (SOJ) to perform project management and financial planning services for the Portland Streetcar Loop Project (Loop Project), the City passed Ordinance No. 180838 authorizing City/PSI Contract No. 37251 which assigned to PSI the responsibility for oversight of and subcontracting with SOJ for project management and financial planning services; and

Whereas, the Contract was modified most recently by Amendment No. 6 which extended the term of the Contract to October 31, 2013 without an increase in the maximum compensation covering the additional cost of these extended services; and

Whereas, as of July 1, 2013, OIW has delivered the first two streetcar vehicles to the City, and the first vehicle went into revenue service on June 11, 2013 and the second vehicle is expected to be in revenue service by July 8, 2013; and

Whereas, the current OIW schedule calls for the final (5th) vehicle to be delivered by September 15, 2013; and

Whereas, a continuation of project management services is required to oversee the vehicle engineering, manufacturing and testing necessary for completion, acceptance and certification of the remaining vehicles for revenue service, and to assist with post delivery vehicle issues and close out of the vehicle manufacturing contract; and

Whereas, PSI assistance is needed to close out the Federal Transit Administration grant and associated budget and reporting requirements; and

Whereas, PSI assistance is needed to complete both the Eastside and Pearl District Local Improvement District final assessment processes; and

Whereas, there are adequate uncommitted Loop Project contingency funds to cover the cost of the additional project management services required by this Amendment No. 7; and

Whereas, on July 3, 2013, the PSI Board of Directors adopted Resolution 13-13 recommending this action to the City Council and authorizing its Chair to execute this Amendment No. 7.

AGREEMENT:

1. Scope of Services. PSI, through SOJ, its subcontractor, shall continue to carry out the professional services required in the Contract and the services set out in the Scope of Additional Services attached to this amendment as Exhibit A.
2. Maximum Compensation. The maximum compensation under the Contract is increased by \$157,500 for project management services performed through December 31, 2013, as set forth in the hour and cost estimates attached to this amendment as Exhibit B, increasing the total maximum compensation provided for in the Contract from \$4,676,136 to \$4,833,636.
3. Term. The expiration date shall be extended to December 31, 2013.
4. ALL OTHER TERMS AND CONDITIONS OF THE CITY/PSI CONTRACT NO. 37251 AS AMENDED REMAIN UNCHANGED. IN THE EVENT OF ANY INCONSISTENCIES THE TERMS OF AMENDMENT No. 7 SHALL CONTROL.

AMENDMENT NO. 7 AGREED TO THIS ____ DAY OF _____ 2013:

APPROVALS:

CITY OF PORTLAND


By: _____
Steve Novick
Commissioner-in-Charge

Date: _____

By: _____
LaVonne Griffin-Valade
City Auditor

Date: _____

APPROVED AS TO FORM:

By:  _____
Mark Moline
Sr. Deputy City Attorney

Date: _____

PORTLAND STREETCAR, INC.

By: _____
Jim Mark
Chair, Board of Directors

— Date: _____

By: _____
Heather Martin
PSI Attorney

Date: _____

Exhibit A

PORTLAND STREETCAR LOOP PROJECT
PROJECT MANAGEMENT SERVICES

SCOPE OF ADDITIONAL SERVICES

1. Vehicle Procurement. PSI shall continue providing oversight and project management services for the procurement of Loop Project streetcar vehicles required under the Contract as amended through December 31, 2013. Assist with close out of vehicle manufacturing contract and post delivery vehicle issues.
2. Federal Process. Assist City of Portland with final close out of FTA Grant and related budget and grant reporting requirements.
3. Eastside and Pearl District Local Improvement Districts (LIDs). PSI shall assist the City in carrying out the following tasks necessary for the final assessment of the LIDs by:
 - a. Obtaining the name of current owners, addresses, land areas, real market values, land use, zoning and other property information required by the assessment formulas of the LIDs.
 - b. Calculating final assessments.
 - c. Notifying property owners.
 - d. Recommending means of addressing issues or remonstrances raised by property owners.
 - e. Participating in any individual and public meetings and the City Council Final Assessment Hearing(s) for the LIDs.

Exhibit B

Amendment No. 7 - Contract 37251
Portland Streetcar Loop Project

	Project Director	Executive Director	Senior Project Manager	PSI Controller	Totals
<i>Rate</i>	\$195	\$195	\$220	\$110	
Extended Services through December 31, 2013					
Vehicle Manufacturing, testing and certification for startup	400	60	40	75	\$106,750
FTA Grant Closeout	50	20			\$13,650
Final Assessments (Loop and Pearl District LIDs)		100	80		\$37,100
Totals	450	180	120	75	\$157,500

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