

AMENDMENT NO. 4
CITY/PSI CONTRACT NO. 30001193
PORTLAND STREETCAR LOOP PROJECT
VEHICLE ENGINEERING SERVICES

This Amendment No. 4 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 has been amended to add services, increase maximum compensation and extend the expiration date to August 31, 2013; 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 revenues 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 vehicle engineering services is required to oversee the remaining manufacturing processes and vehicle testing necessary for completion, acceptance and certification of the remaining 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. 4; and

Whereas, on July 3, 2013, the PSI Board of Directors adopted Resolution 13-14 recommending this action to the City Council and authorizing its Chair to execute this Amendment No. 4.

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 \$175,860 for vehicle engineering services through October 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 \$2,005,135 to \$2,180,995.
3. Term. The expiration date of the Contract shall be extended to October 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. 4 SHALL CONTROL.

AMENDMENT NO. 4 AGREED TO THIS ____ DAY OF _____ 2013:

APPROVALS:

CITY OF PORTLAND

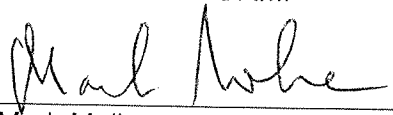
By: _____
Steve Novick
Commissioner-in-Charge

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

LTK Engineering Services
Portland Streetcar, Inc.
Portland Streetcar Loop Project
Amendment No. 4 to Contract 30001193

Vehicle Engineering Services
Through October 31, 2013

<u>Employee</u>	<u>Hours</u>	<u>Cost</u>
Glasen, Chris	160	\$20,403
Guthrie, Mike	248	\$33,628
Hartung, Dan	420	\$49,223
Krause, Jason	56	\$7,303
Manuele, Kevin	112	\$25,384
Matlock, Lori	36	\$2,594
Porter, Denny	160	<u>\$36,450</u>
Total		\$174,985
	Expenses	\$875
	Travel	<u>\$0</u>
Total		\$175,860

6/24/13