

AMENDMENT NO. 6  
CITY/PSI CONTRACT NO. 30001193  
PORTLAND STREETCAR LOOP PROJECT  
VEHICLE ENGINEERING SERVICES

This Amendment No. 6 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 December 15, 2013; and

Whereas, as of November 1, 2013, OIW has shipped all five (5) streetcar vehicles to the City as required by City Contract No. 30000696; and

Whereas, a continuation of vehicle engineering services is required to oversee the post-delivery testing and safety certification for Car #025; vehicle acceptance and post acceptance vehicle modifications for all five vehicles; and completion of project paperwork, and contract closeout; 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. 6; and

Whereas, on November 6, 2013 the PSI Board of Directors adopted Resolution 13-26 recommending this action to the City Council and authorizing its Chair to execute this Amendment No. 6.

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 with emphasis on the scope detailed in Exhibit A.

2. Maximum Compensation. The maximum compensation under the Contract will be increased by \$75,724 for vehicle engineering services, as set forth in the hour and cost estimates attached to this Amendment as Exhibit B, increasing total maximum compensation provided for in the Contract from \$2,180,995 to \$2,256,719
3. Term. The expiration date of the Contract shall be extended to January 31, 2014.
4. ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT AS AMENDED REMAIN UNCHANGED. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THIS AMENDMENT No. 6 AND OTHER AMENDMENT OR THE CONTRACT, THE TERMS OF THIS AMENDMENT No. 6 SHALL CONTROL

AMENDMENT NO. 6 AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2013:

APPROVALS:

CITY OF PORTLAND

By: \_\_\_\_\_  
Commissioner-in-Charge

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LaVonne Griffin-Valade  
City Auditor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: Mark Moline  
Mark Moline  
Sr. Deputy City Attorney

Date: November 14, 2013

PORTLAND STREETCAR, INC.

By: Jim Mark  
Jim Mark  
Chair, Board of Directors

Date: November 14, 2013

By: Paul C. Elsner  
Paul C. Elsner  
PSI Attorney

Date: 14 November 2013

## Exhibit A

## Scope of Work

1. Provide oversight of post-delivery inspection, testing and safety certification of Car #025.
2. Provide required review, approval and implementation post-delivery Field Modifications for all delivered vehicles.
3. Complete inspection and oversight of all post-delivery vehicle modifications.
4. Create, maintain and oversee closeout of Car Open Items Lists for all vehicles
5. Provide thorough review and approval of Car History Book for each vehicle
6. Complete all contract project paperwork

## Exhibit B

LTK Engineering Services  
Portland Streetcar, Inc.  
Portland Streetcar Loop Project  
Amendment No. 6 to Contract 30001193

Vehicle Engineering Services  
Through January 31, 2014

<u>Employee</u>	<u>Hours</u>	<u>Cost</u>
Glaser, Chris	16	2,036
Guthrie, Mike	100	13,744
Mike Hall	24	4,061
Hartung, Dan	196	28,429
Krause, Jason	16	2,082
Matlock, Lori	16	1,159
Porter, Denny	104	23,808
Total		
	Expenses	375
Total		\$75,724