

AMENDMENT NO. 10
CITY/PSI CONTRACT NO. 37251
PORTLAND STREETCAR LOOP PROJECT
PROJECT MANAGEMENT SERVICES

This Amendment No. 10 modifies the Agreement between the City of Portland (City) and Portland Streetcar, Inc. (PSI) dated 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 for the Loop Project; and

Whereas, the Contract was modified most recently by Amendment No. 9 which extended the term of the Contract to December 31, 2013; and

Whereas, OIW has now delivered all (5) five streetcar vehicles to the City and all are in revenue service; and

Whereas, on July 20, 2010, the City and OIW entered into Change Order No. 01 to City Contract No. 30000696 which provided for the City to purchase an additional streetcar vehicle through an option (the Option Car or Car # 026); and

Whereas, the City has developed a plan to fund the purchase of the Option Car and will exercise the option available to it through Change Order No. 01 and will proceed with the purchase in the near future; and

Whereas, PSI assistance is needed, through its subconsultant SOJ, to provide ongoing project management services related to the fabrication, delivery, testing and commissioning of the Option Car.

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 PSI/SOJ Agreement(6) is increased by \$40,400 for project management services performed through December 31, 2014 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 \$4,833,636 to \$4,874,036.
3. Term. The expiration date shall be extended to January 31, 2015.
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. 10 SHALL CONTROL.

AMENDMENT NO. 10 AGREED TO THIS ____ DAY OF _____ 2014:

APPROVALS:

CITY OF PORTLAND

PORTLAND STREETCAR, INC.

By: _____
Steve Novick
Commissioner-in-Charge

By: _____
Melvin James Mark
Chair, Board of Directors

APPROVED AS TO FORM:

By: Mark Moline
Mark Moline
Sr. Deputy City Attorney

By: _____
Paul Elsner
PSI Attorney

Exhibit A

PORTLAND STREETCAR OPTION CAR
PROJECT MANAGEMENT SERVICES

SCOPE OF ADDITIONAL SERVICES

1. Conduct meetings, site visits and other activities as necessary to provide necessary oversight of production, testing and commissioning of Option Car.
2. Insure coordination of Option car commissioning with ongoing Portland Streetcar operations and maintenance.
3. Process paperwork associated with
 - a. Milestone payments submitted by Oregon Iron Works,
 - b. Project documentation from Oregon Iron Works and PSI vehicle engineer, including test reports, submittals, and commissioning documentation
 - c. Safety Certification and related conformance certification.

Exhibit B

PORTLAND STREETCAR OPTION CAR
PROJECT MANAGEMENT SERVICES

FEE FOR ADDITIONAL SERVICES

	Project Director	
<i>Rate</i>	\$195	Total
Vehicle Manufacturing, Testing and Certification for Option Car		
Hours*	200	
	\$39,000	\$39,000
Expenses		\$1,400
TOTAL		\$40,400

* Assumes 8 months (May – December); Project Director at 25 hrs/month