

AMENDMENT NO. 9  
CITY/PSI CONTRACT NO. 30001193  
PORTLAND STREETCAR LOOP PROJECT  
VEHICLE ENGINEERING SERVICES

186710

This Amendment No. 9 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 five (5) streetcar vehicles for the Loop Project by Oregon Iron Works (OIW); and

Whereas, OIW has now delivered the five (5) 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, the current City/PSI Contract No. 30001193 is slated to expire July 31, 2014 and there is a need for PSI's technical oversight and Inspection services utilizing LTK as described in this Amendment No. 9.

AGREEMENT:

1. Scope of Services. PSI, through LTK acting as PSI's subcontractor, shall continue to carry out the professional services required in the scope of services set out in the Contract as amended, and the Scope of Additional Services attached to this amendment as Exhibit A.
2. Term. The Contract is extended to December 31, 2014.

3. Maximum Compensation. The maximum compensation under the Contract will be increased by \$119,170 for vehicle engineering services, 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 \$2,256,719 to \$2,375,889.
4. ALL OTHER TERMS AND CONDITIONS OF CITY/PSI CONTRACT NO. 30001193 AS AMENDED REMAIN UNCHANGED. IN THE EVENT OF ANY INCONSISTENCIES, THE TERMS OF AMENDMENT No. 9 SHALL CONTROL.

AMENDMENT NO. 9 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 C. Elsner  
PSI General Counsel

## Exhibit A

## Scope of Additional Services

1. Attend meetings with the Project team as requested
2. Prepare documents required to meet City, TriMet and FTA requirements
3. Perform Technical Oversight and Inspection Services with regard to Car #026
  - 3.1. Maintain documentation and drawing files
  - 3.2. Witness routine testing and at vehicle manufacturer facilities
  - 3.3. Provide on-site inspection services, as directed, at vehicle manufacturer facility
  - 3.4. Document inspections and reviews and regularly report to PSI and the City.
  - 3.5. Monitor vehicle manufacturer progress and conformance to the contract requirements
4. Monitor Testing and Commissioning
  - 4.1. Review proposed test plans
  - 4.2. Witness tests and review and approve/disapprove test results
  - 4.3. Inspect vehicle manufacturer and their testing and test reports to certify that the vehicle has met all safety standards and procedures and can be put in revenue service
  - 4.4. Provide engineering support during delivery of the car and acceptance procedures
  - 4.5. Complete Safety Certification documentation and provide other necessary documentation regarding delivery, conditional acceptance and final acceptance of streetcar vehicle.
  - 4.6. Coordinate commissioning program with COP streetcar operations

Vehicle Engineering Services  
Estimated Fee Through November 30, 2014

Staff	Hours	Amount
Guthrie, Mike	228	\$ 32,593
Hall, Mike	12	\$ 2,061
Hartung, Dan	472	\$ 70,349
Krause, Jason	30	\$ 4,041
Matlock, Lori	16	\$ 1,185
Porter, Denny	36	\$ 8,348
	Subtotal	\$ 118,577
	Expenses	\$ 593
	<b>TOTAL</b>	<b>\$ 119,170</b>