

## AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and City of Portland, hereinafter referred to as "City", entered into an intergovernmental agreement on September 28, 2017 ("Agreement"). Said Agreement covers a Transportation and Growth Management grant for City of Portland, Pedestrian Master Plan Update.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended to increase the Grant Amount, include an addendum to the Statement of Work and extend the Termination Date. Except as expressly amended below, all other terms and conditions of the Agreement, are still in full force and effect.

**Exhibit A, the Statement of Work, shall be amended to include an addendum to the Statement of Work.**

**Paragraph A of Section 2 (Terms of Agreement); which currently reads:**

"Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on November 30, 2018 ("Termination Date")."

**Shall be amended to read:**

"Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on February 28, 2019 ("Termination Date")."

**Paragraph B of Section 2 (Terms of Agreement); which currently reads:**

"Grant Amount. The Grant Amount shall not exceed \$200,000."

**Shall be amended to read:**

"Grant Amount. The Grant Amount shall not exceed \$220,700."

**Paragraph C of Section 2 of (Terms of Agreement); which currently reads:**

"City's Amount. The City's Amount shall not exceed \$0."

**Shall be amended to read:**

"City's Amount. The City's Amount shall not exceed \$20,700."

**Paragraph E of Section 2 of (Terms of Agreement); which currently reads:**

"City's Matching Amount. The City's Matching Amount is \$27,273 or 12% of the Total Project Costs."

**Shall be amended to read:**

"City's Matching Amount. The City's Matching Amount is \$30,095 or 12% of the Total Project Costs."

**Section 3. City's Matching Amount shall be deleted in its entirety and replaced with the following:**

**SECTION 3. DISBURSEMENTS**

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests for 100% of City's Federally Eligible Costs, and shall be reimbursed at 100% up to the City's Amount.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

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E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

**Section 5.L(d) shall be added as follows:**

(d) City's final disbursement request.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Division Administrator or designee  
Transportation Development Division

Date \_\_\_\_\_

City of Portland

By \_\_\_\_\_  
Official's Signature

Date \_\_\_\_\_

**Contact Names:**

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## Addendum to Exhibit A Statement of Work

**Subtask 4.6 shall be added as follows:**

**4.6 Classifications, Needs, and Prioritization Public Outreach**

City shall coordinate and conduct public outreach to gather feedback on the memos developed in Tasks 3 and 4 with emphasis on draft classifications, needs analysis, and draft prioritization. Outreach efforts must include gathering feedback on the draft network and needs analysis from the Portland Pedestrian Advisory Committee and from the City's District Coalitions. City shall produce printed maps, project summary cut sheets, and other printed materials and assemble and deliver public feedback "kits" for District Coalitions to share, record, and submit their input. City shall reconcile public comment on the draft network, needs assessment, and prioritization methodology and transmit to Consultant.

**Task 4 City Deliverable list shall be deleted in its entirety and replaced with the following:**

**City Deliverables**

- 4a Review and comment on draft Prioritization Memo
- 4b Review and comment on draft Pedestrian Needs Priorities Map and List
- 4c TAC Meeting #5
- 4d CAC Meeting #5
- 4e Classifications Recommendations Memo
- 4f TAC Meeting #6
- 4g CAC Meeting #6
- 4h Printed maps and outreach "kits" for Neighborhood Coalition feedback

**Subtask 7.4 shall be deleted in its entirety and replaced with the following:**

**7.4 Adoption Initiation, Public Release/Outreach, and Adoption Draft**

City shall coordinate and conduct public outreach to gather public feedback on the Discussion Draft Updated PMP, including specific feedback on Implementation Memo developed in Task 5.1.

Public outreach activities will potentially include (but are not limited to) developing online-based engagement and commenting opportunities, coordinating online and social media advertisement/campaign, developing language-based outreach and communications materials (including translating project materials) and developing materials for, presenting, and gathering feedback from the Portland Pedestrian Advisory Committee, the Planning and Sustainability Commission, and the City's District Coalitions, and the general public. City shall reconcile and integrate public comments received during the outreach period into the Council Adoption Draft.

**Task 7 City Deliverable list shall be deleted in its entirety and replaced with the following:**

**City Deliverables**

- 7a Review and comment on draft PMP Document Outline
- 7b Review and comment on In-House Review Draft Updated PMP
- 7c Review and comment on Discussion Draft Updated PMP
- 7d Council Adoption Draft integrating public feedback received during the Discussion Draft public review.
- 7e Title VI Report

**Project Schedule shall be deleted in its entirety and replaced with the following:**

**Project Schedule**

Task		Schedule
1	Project Start-Up, Management, and Coordination	Throughout Project
2	Plan, Policy and Programs Review and PMP Goals and Objectives	July – September 2017
3	Infrastructure Inventory and Network Needs Analysis	November – December 2017
4	Classification and Prioritization Framework	March – June 2018
5	Updated PMP Implementation: Policy and Program Recommendations	July – September 2018
6	Establish Performance Measures and Targets	November 2018
7	Develop Draft and Final Project Document	December 2018 – February 2019
8	Contingent Project Meetings	As Needed

**City Match Plan (Estimated) table shall be deleted in its entirety and replaced with the following:**

**City Match Plan (Estimated) and Budget**

Task		Labor	Supplies and services	Task Costs
1 (Match)	Project Start-Up, Management, and Coordination	\$12,000		\$12,000
2 (Match)	Plan, Policy and Programs Review and PMP Goals and Objectives	\$15,200	\$2,000	\$17,200
3 (Match)	Infrastructure Inventory and Network Needs Analysis	\$16,400	\$2,000	\$18,400

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<b>Task</b>		<b>Labor</b>	<b>Supplies and services</b>	<b>Task Costs</b>
4 (Match)	Classification and Prioritization Framework	\$23,400	\$1,000	\$24,400
4 (Reimbursement)	Classification and Prioritization Framework	\$5,700	\$1,000	\$6,700
5 (Match)	Updated PMP Implementation: Policy and Program Recommendations	\$18,000		\$18,000
6 (Match)	Establish Performance Measures and Targets	\$9,900		\$9,900
7 (Match)	Develop Draft and Final Project Document	\$26,900		\$26,900
7 (Reimbursement)	Develop Draft and Final Project Document	\$12,000	\$2,000	\$14,000
8 (Match)	Contingent Project Meetings			
	Match Total	\$121,800	\$5,000	<b>\$126,800</b>
	Reimbursement Total	\$17,700	\$3,000	<b>\$20,700</b>
	City Total	\$139,500	\$8,000	<b>\$147,500</b>