

AMENDMENT NUMBER 2**CONTRACT NUMBER 31001374****FOR****On-Call Price Agreement for Relocation Services**Pursuant to Ordinance Number TBD

This Contract was made and entered by and between OPC, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Additional work is necessary as described in the Scope of Work as follows:
 - a. OPC will make payments directly to various payees on behalf of the City for relocation expenses related to Westwind residential and commercial tenants' actual reasonable moving and related expenses, and replacement housing payments, and/or fixed payments for moving expenses, and/or non-residential reestablishment expenses as applicable and required by the Uniform Relocation Act of 1970 as provided in 49 CFR Subpart D
2. Payment terms for certain payments will be modified to "Pay Immediately" for invoices related to the following residential and commercial tenant and vendor payments;
 - a. Tenant application fees
 - b. Fees related to tenants obtaining required identification, documentation of income and assets, and other unanticipated tenant related fees
 - c. Tenant security, utility, cleaning, and other required deposits
 - d. Tenant rent payments
 - e. Tenant moving, cleaning, and storage costs
3. Payment terms for tenants' replacement housing payments and business reestablishment will remain at Net 30 days
4. It is necessary to provide additional funds under this contract for these tenant payments. These additional funds are not being provided to OPC for consultant fees, but to pass through OPC for relocation related tenant expenses. Additional compensation is necessary and shall not exceed \$1,422,620 for a new not to exceed contract total amount of \$1,669,620. The new contract amount was calculated as follows:

\$247,000	(Original Contract Amount)
+ \$1,146,350	(Amendment 2 – anticipated tenant payments under the URA)
+ \$276,270	(Amendment 2- Contingency to be used only if tenant relocation payments exceed preliminary budgeted amount)
= \$1,669,620	(Total Not to Exceed Amount)
5. Contingency funds have been allocated because it is not possible to determine with certainty how much will be due to each individual tenant at this time. Contingency is to be accessed only if all other funds for tenant expenses have been exhausted
6. All other terms and conditions shall remain unchanged and in full force and effect.

CONSULTANT SIGNATURE

This Contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Contract amendment.

The parties agree the City and Consultant may conduct this transaction by electronic means, including the use of electronic signatures.

Consultant Name: OPC, LLC

Address: [_____ street address _____]

[_____ city _____] [ST] [_____ zip code _____]

Telephone: [_____ telephone _____]

Signature: _____ DO NOT EXECUTE _____ Date: _____

Name: _____

Title: _____

Contract Number: 31001374

Amendment Number: 2

Contract Title: On-Call Price Agreement for Relocation Services

CITY OF PORTLAND SIGNATURES

By: DO NOT EXECUTE _____ Date: _____
Chief Procurement Officer

By: DO NOT EXECUTE _____ Date: _____
Elected Official

Approved:

By: DO NOT EXECUTE _____ Date: _____
Office of City Auditor

Approved as to Form:

By: DO NOT EXECUTE _____ Date: _____
Office of City Attorney