

**AMENDMENT NO. 3
TO AGREEMENT
BETWEEN
CITY OF MINOT AND CDM SMITH INC.**

This Amendment No. 3 is made and entered into this 7th day of August 2017 to the Agreement between CDM Smith Inc. (CDM Smith) (“PROGRAM ADMINISTRATOR”, now “PROJECT DELIVERY CONTRACTOR”) and the City of Minot (“OWNER”, now “GRANTEE”) dated June 6, 2016 (the Agreement”).

WHEREAS, PROJECT DELIVERY CONTRACTOR and GRANTEE entered into the Agreement for National Disaster Resilience Grant Administrative and Project Delivery Services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of PROJECT DELIVERY CONTRACTOR; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROJECT DELIVERY CONTRACTOR as described in the Agreement are amended and supplemented as necessary to remain in compliance with HUD CDBG-DR and CDBG-NDR rules and regulations governing procurement which required rebidding the terms, scope, pricing, and provisions contained in the June 6, 2016 in a duly advertised RFP with response date of April 18, 2017 as outlined herein:
 - a. Pursuant to requirement of HUD, the GRANTEE issued a Request for Proposal (RFP) with a return date of April 18, 2017 for scope and services which mirror what was contained in the June 6, 2016 agreement.
 - b. The outcome of the RFP responses was a determination made by the GRANTEE that CDM Smith, Inc. was the sole responsible bidder.
 - c. HUD has provided guidance acknowledging that an acceptable form to memorialize and put into effect the outcome of the RFP is through an amendment to the June 6, 2016 Agreement providing that such amendment acknowledges the superseding status of the outcome of the RFP and commensurate HUD rules and regulations governing execution of contract as an outcome of the RFP.
 - d. The GRANTEE and PROJECT DELIVERY CONTRACTOR are in agreement that this amendment is the prudent and most efficient methodology in carrying out the results of the RFP.
2. To clarify the roles and responsibilities of the two parties to this agreement and to make such roles and responsibilities consistent with HUD rules, regulations, and statutes, any and all reference in the June 6, 2016 Agreement to “OWNER” shall now be “GRANTEE” and any and all reference to “PROGRAM ADMINISTRATOR” shall now be “PROJECT DELIVERY CONTRACTOR”, and further upon execution of this amendment any and all references in policy, policy and procedure, and related CDBG-NR documents shall be changed to the new designations.
3. The role and responsibility of the PROJECT DELIVERY CONTRACTOR shall be defined by eligible activities which can be charged as part of the Program or Planning Allocation, and any and all activities described in the Scope of Services (Exhibit A) which fall under the purview of the 5% Administration cap as defined by HUD shall be assumed by the GRANTEE.

4. It is understood by the PROJECT DELIVERY CONTRACTOR that allocations within the approved CDBG-NDR Action Plan are maximum caps and are not guarantees of all such allocations being spent in total for the purpose identified within the approved Action Plan. The GRANTEE reserves the right as set forth within the rules and regulations of HUD to adjust and change the allocations as well as the activities in the approved Action Plan. This includes both programs and planning allocations. Such adjustments and changes shall be undertaken in consultation with the PROJECT DELIVERY CONTRACTOR.
5. Section V: Expenses and Payment is modified as follows:
 - a. Part A is amended to affirm that contract costs outlined in Exhibit B are estimates of the breakdown of anticipated costs in carrying out the terms of the agreement, as set forth in the activities outlined in Exhibit A. Actual project delivery costs and activities will be based on GRANTEE approval and can include adjustments to line item estimates in Exhibit B, based on actual work performed by the PROJECT DELIVERY CONTRACTOR.
 - b. Part B is amended for the maximum cap to read that the maximum cap is prorated from the June 6, 2016 cap of \$19,383,482 minus all payments made to the PROJECT DELIVERY CONTRACTOR up to the execution of this amendment to include any and all payment requests due from the PROJECT DELIVERY CONTRACTOR pursuant to the June 6, 2016 agreement prior to the execution of this amendment but, under no circumstances, shall the cap be more than the \$19,383,482 covering the period beginning with the June 6, 2016 agreement until the end of the original agreement June 6, 2020.
 - c. Part B second paragraph is amended to read: "PROJECT DELIVERY CONTRACTOR invoices shall be organized such that claimed compensation for services rendered is cross referenced to specific program work phases and tasks based on monthly work plan for such month's compensation services and shall be clearly identified in separate detailed listings of charges.
 - d. Part B third paragraph, beginning of second sentence shall read: If the GRANTEE fails to make any payment of services due PROJECT DELIVERY CONTRACTOR within thirty days of after submission to the GRANTEE of the PROJECT DELIVERY CONTRACTOR's invoice providing the meeting of the City Council occurs on the first Monday of the month following submission and submission was made on a timely basis by the PROJECT DELIVERY CONTRACTOR to allow up to 30 days for submission to the City Council... and, Add at end of paragraph, "If for any reason, the City Council meeting on the first Monday of the month is not held, then the GRANTEE shall submit the invoice for City Council approval at the next meeting of the City Council and if the GRANTEE fails to do so then the penalty provisions will apply."
6. Section VI: Notices and Coordination. Change Notices to the GRANTEE to go to: John R. Zakian, NDR Program Manager.
7. Section IX: Administrative Requirements. Insert at the beginning of Record-Keeping, Reports, and Audits the following sentence: Outlined below are the responsibilities of the PROJECT DELIVERY CONTRACTOR in carrying out its contracted role on behalf of the GRANTEE to compile and maintain required records with the understanding that at the completion of an activity or project that such complete record or records as required by HUD will be turned over to the GRANTEE for its custodial control.
8. The responsibilities of GRANTEE as described in the Agreement are amended and supplemented as follows:

No Change
9. The time periods for the performance of PROJECT DELIVERY CONTRACTOR services as set forth in the Agreement are amended and supplemented as follows:

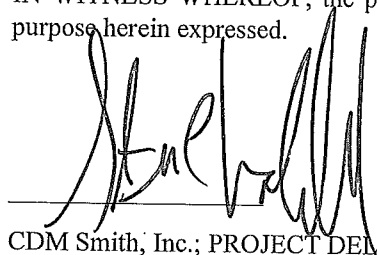
No Change
10. The payment for services rendered by PROJECT DELIVERY CONTRACTOR shall be as set forth below:

- a. The overall contract upper limit of \$19,383,482 remain unchanged.
- b. There are no changes to the overall program blended billing rate of \$135, with the exception of billing rate modifications approved under Amendment No. 1 and as outlined below.
- c. The PROJECT DELIVERY CONTRACTOR Subconsultant, Compass Group, will bill GRANTEE through the PROJECT DELIVERY CONTRACTOR using the following billing rates:

\$250 - \$295	Principal
\$200	Senior Associate

11. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect. The effective date of this amendment shall be upon the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.



CDM Smith, Inc.; PROJECT DELIVERY CONTRACTOR
Steven L. Wolsfeld, P.E.
Vice President
DATE: August 7, 2017



City of Minot; GRANTEE
Chuck Barney
Mayor
DATE: August 7, 2017