

*Homeowner
Sandy
Allocation*

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 1 is made and entered into this 2nd day of June, 2014 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 6, 2013, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management Services for Minot CDBG-DR Allocation #2, 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 OWNER; 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 PROGRAM ADMINISTRATOR as described in the Agreement are amended and supplemented as follows:

Task 1: Continued execution of the Homeowner Reimbursement Program (HRP) for up to 1051 applicants. Refer to scope of services provided in Attachment #1 to this amendment.

Task 2: A Class III Architectural Survey relating to home acquisition program to meet SHPO requirements. Refer to scope of services provided in Attachment #1 to this amendment.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

Responsibilities of the OWNER are as outlined in the original contract or as modified in Attachment #1 to this amendment.

3. The time periods for the performance of PROGRAM ADMINISTRATOR's services as set forth in the Agreement are amended and supplemented as follows:

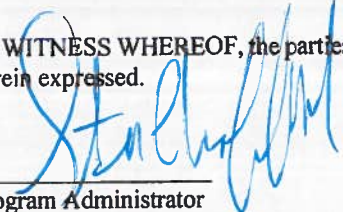
No change in contract end date. Contract end date remains May 6, 2015.

4. The payment for services rendered by PROGRAM ADMINISTRATOR shall be as set forth below:

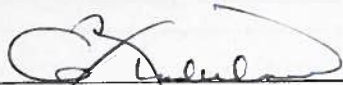
The current contract amount is \$3,656,825 and is hereby increased by \$847,380 to a new not to exceed contract upper limit of \$4,504,205 as summarized in Attachment #2 to this amendment.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

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



Program Administrator
Steven L. Wolsfeld
Associate
DATE: June 2, 2014



City of Minot
Curt Zimbelman
Mayor
DATE: June 2, 2014

City of Minot, ND

Community Development Block Grant Disaster Recovery Management Services-Allocation #2

Amendment No. 1 - Attachment No.1

Scope of Services

CDM Smith

June 2 , 2014

The work tasks included under Amendment No. 1 include:

- **Task 1: Program delivery services for the Housing Reimbursement Program (HRP) for an additional 551 applicants**
- **Task 2: A Class III Architectural Survey relating to home acquisition program to meet SHPO requirements**

Task 1.1: HRP Project Management & Administrative Services

CDM Smith will provide project management and administrative services to service the program. Services include:

- Project Management processes and tools for organizing and managing the HRP program.
- Establishment of HRP program charters, timelines, goals, metrics and deliverables.
- HRP Program document control and management.
- HRP Program development and support.
- HRP Program policy development and review.
- Support of HRP program and financial compliance requirements.
- Support on HRP program communication strategy.
- Support of HRP program monitoring plans and execution.
- Support of HRP program operations as required.

Task 1.2 Homeowner Reimbursement Program Delivery

Program delivery activities for the homeowner reimbursement program (HRP) will continue for an additional 551 applicants. The program will include services to process up to 1051 total applications received under the HRP program.

Scope of services includes:

- **Program Controls:** Proper controls will be built into the program policies and procedures to ensure a HUD CDBG compliant program. Some of the items that need to be determined include but not limited to:
- **Environmental clearances**
 - CDM Smith will employ the use of categorical exclusion to clear as many houses as possible and maximize reimbursement funding to homeowners
 - CDM Smith will also work with HUD to utilize reimbursement funds to remediate homes with environmental issues (asbestos, LBP) prior to actual housing reimbursement for homeowners
- **Maximum and Minimum Grant Amount**
- **Time restrictions on the sale of the property**
- **Homeowner application processing (homeowners)**
- **Eligibility Determination**
- **Duplication of benefits determination**
- **Type of documentation of repairs to be accepted by the program**

Program Delivery

- **Develop Policies and Procedures for program delivery**
- **Develop a Unit Price Reference Guide to ensure cost reasonableness of repairs**
- **Develop Application Packages and Outreach Materials, as required**
- **Process Applications for Eligibility, Duplication of Benefits and Cost Reasonableness of Completed Repairs**
- **Site Visit to Home to Verify Work Completed**
- **Process Draw for Reimbursement**

Information Management

- **Each applicant will be assigned a unique applicant identification which will remain with them from intake to file closeout**

- CDM Smith utilizes Salesforce which can track all aspects of the reimbursement process and provide stakeholders progress reports.

Close-out

After reimbursement has been made the case will be closed. A final review will be made of the file to ensure all supporting documentation required to show compliance with federal regulation and the program policies is in the file.

Task 2.1 Class III Architectural Survey

This task includes completion of a Class III architectural survey, which consists of a systematic inventory that gives a detailed history of each property in historic districts that may be eligible for listing in the National Register of Historic Places and/or the ND State Historic Sites Registry. The survey will involve background research, cultural resources identification and inventory, and reports (cultural resource survey report and archaeological site forms).

Task 2.1.1 Homes Related to Acquisitions:

The sites highlighted below are ones where SHPO determined that they'd only be able to issue a No Adverse Effect determination (if then) following the completion of a Class III Architectural Survey.

1 6th St NW
100 4th Ave NW
103 4th Ave NW
105 5th St NW
203 4th Ave NE
400 Main St N
402 1st St NW
407 1st St NE
409 2nd St NE
511 1st Ave NW
540 Central Ave W Unit 1
540 Central Ave W Unit 2A
540 Central Ave W Unit 2B
6 6th St NW
9 5th St NW

Amendment No. 1 - Attachment No. 2

City of Minot
 CDBG DR Program Allocation #2
 Housing Reimbursement Program

Estimate of Fees
 6/2/2014

Task #	Task Description	Blended Rate	Principal/ Technical Experts	Project Manager	Construction Inspection	Case Managers	Admin.	Subconsultant	Total Hours	Cost
Task 1.1	Project Management & Administration	\$ 125	220	440	0	0	120		780	\$ 97,500
Task 1.2	Program Delivery Services	\$ 125	220	0	880	4200	120		5420	\$677,500
Task 2.1	Class III Architectural Survey	\$ 125						\$ 96,380		\$ 72,380
	Total		440	440	880	4,200	240		6,200	\$847,380