

**AMENDMENT NUMBER 1  
TO AGREEMENT BETWEEN  
CITY OF MINOT and EAPC**

This Amendment Number 1 is made and entered into this 8th day of November, 2017 to the Agreement between City of Minot. (OWNER) and EAPC (ENGINEER) dated June 5, 2017 ("the Agreement") for the City of Minot National Disaster Resilience Program.

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Minot NDR Program Affordable Single-Family Resilient Neighborhoods Design and Construction 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 the ENGINEER; 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 the OWNER as described in the Agreement are amended and supplemented as follows:  
    No change
2. The responsibilities of the ENGINEER as described in the Agreement are amended and supplemented as follows:

In Exhibit A, A. ENGINEER'S SERVICES, Task 2, paragraph 1; delete the following:

*This plan book will incorporate three design themes for the neighborhood that are reflected in the conceptual exterior designs of the homes. EAPC will prepare conceptual floorplans for one, two, three, and four-bedroom homes. (Note: in developing the final plans, EAPC will provide an option to design a five-bedroom home based on the needs and qualifications of buy-out/buy-in households.)*

And replace with the following:

*This plan book will incorporate design themes and conceptual floor plans based on feedback from homebuyer forums. EAPC will then meet with CDM Smith and City of Minot NDR Program Manager to determine the number of design themes and the number of floor plans.*

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

Task 1: Identify Project Goals and Performance Criteria  
Complete by August 31, 2017

Task 2: Determine Design Themes and Develop a Plan Book  
Complete by December 1, 2017

Task 3: Develop Detailed Plans and Specifications  
Complete by March 31, 2018

Task 4: Provide Construction Inspection Services  
Provide services for the duration of construction.

If the ENGINEER is unable to meet a deliverable deadline, a justification must be provided in writing to the OWNER and approval must be obtained from the OWNER.


4. The payment for services rendered by the ENGINEER shall be as set forth below:

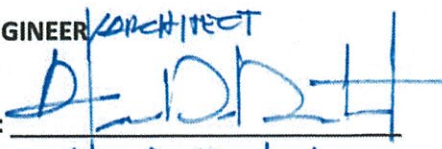
The contract upper limit remains at \$267,930; however, the all-inclusive hourly rates are amended to be as follows:

<u>Category</u>	<u>Hourly Rate</u>
Principle	\$185.77
Project Manager/Senior Architect	\$115.23
Construction Inspector	\$80.14
Intern Architect	\$75.70
Drafter	\$51.95
Administration	\$52.01

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.

OWNER:  
By:   
Name:  
Title:  
Date Signed: November 8, 2017

ENGINEER/ARCHITECT  
By:   
Name: Alan D. Dostert  
Title: President/CEO  
Date Signed: November 8, 2017