

**AMENDMENT NO: 7
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 7 is made and entered into this 1st day of June, 2015 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 7, 2012, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management 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 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:

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:

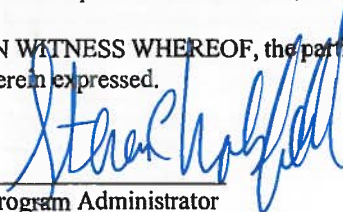
The contract end date is extended from June 5, 2015 to June 30, 2016.

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

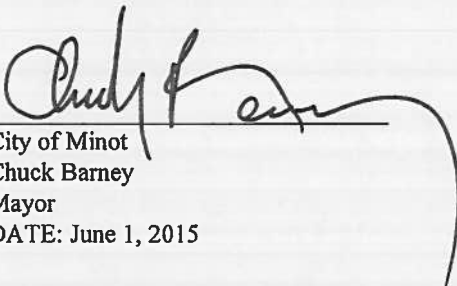
The current contract amount is \$7,069,061 and is hereby increased by \$1,340,540 to a new not to exceed contract upper limit of \$8,409,601 as summarized in Attachment #2 to this amendment.

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
Vice President
DATE: June 1, 2015



City of Minot
Chuck Barney
Mayor
DATE: June 1, 2015

City of Minot, ND
Community Development Block Grant Disaster Recovery
Management Services

Amendment No. 7 - Attachment No.1

Scope of Services

CDM Smith

June 1, 2015

Task 1: Project Management and Administration Services

The scope of services includes general grant administration services and project delivery services for Minot's CDBG-Disaster Recovery Program, as described below. Services shall include: implementation in compliance with all required reporting, tracking overall grant progress in compliance with CDBG program guidelines, providing technical assistance when necessary, preparation of amendments, coordination with City committees and other grant-required administration tasks requested by the City and/or funding agency.

- Portfolio Management processes and tools for organizing and managing CDBG-DR programs and funds.
- Establishment and training on best practices related to Program Management.
- Document control and management.
- Action Plan and program development and support.
- Policy development and review.
- Support of program and financial compliance requirements.
- Support on communication strategy.
- Support of monitoring plans and execution.
- Support of program operations as required.
- Project Delivery
- Program management and administrative services

Task 2: Small Rental Rehabilitation Reconstruction Program (SRRRP)

The following is a general outline of responsibilities for CDM Smith required to complete and close out the current SRRR Program:

Task 2.1: SRRRP Construction Management Activities

- Assist property owners in marketing their units to income eligible households
- Verification of income eligibility of potential tenants
- Contractors' performance tracking.

- The program will continue to provide staff to monitor homes while under construction. Construction will continue to be reviewed at least once per week during construction activity.
- The program will verify pay point inspections.

For this proposal it is assumed that the City of Minot will continue to use their code department for certification of code compliance.

Task 2.2: SRRRP Final Payment and Closeout

- Contractors will submit for payment reimbursement after meeting the requirements associated with pre-determined pay point inspections.
- New properties must meet all local, state, and federal housing codes.
- Rehabilitation projects must meet Minimum Property Standards and all local health and safety codes.
- All documentation will be reviewed to assure that insurance requirements have been met and the file is complete.
- Upon passing final inspections, contractors will receive final payment (10 percent retainer is held until all final paperwork is completed).
- All applicant files will be closed out after final payment to contractors.
- Complete required tenant certifications

Task 3: Cooks Court and Fieldcrest CDBG-DR Services

CDM Smith will complete the following scope of services relating to the Cooks Court and Fieldcrest programs:

- Coordinate with selected engineer(s) to assure appropriate CDBG clauses are incorporated into construction bids and construction award documents
- Verify that the construction of the projects is in compliance with CDBG-DR Program requirements and assure that the projects are the same as awarded
- Oversee compliance, if required, with Davis Bacon including:
 - CDM Smith will furnish all Semi-Annual Labor Standards Enforcement Reports (SALSER) required by HUD each April and October and any Labor Standards Enforcement Reports as needed.
 - Weekly contractor and subcontractor payrolls
 - Employee interview forms
 - Payroll review sheet for each payroll
 - Corrective actions for any wage underpayments or overtime violations
 - Section 3 new hire forms
 - Pictures of posted wage rates and Equal Opportunity posters
 - Change orders
 - Inspection reports
- Maintain hard files containing documentation to support compliance for the following:
 - Bid Advertisements
 - Addendums
 - Compliant bid documents that include all CDBG-DR requirements

- Copies of bids received including completed checklists for completeness of each bid received
- Written affirmation that contractor is not on the federal debarment list
- Tabulation of bids
- Bid award
- Executed contract
- Pre-construction conference minutes
- Copies of completed Section 3 plans with tables A and B from contractor and subcontractors
- Completed certifications from prime contractors and subcontractors for Section 3 and segregated facilities

Task 4: Infrastructure Projects CDBG-DR Related Services

CDM Smith will assist the City in completing CDBG-DR requirements for select infrastructure projects including:

- Landfill project
- Fire Station project
- Downtown Parking project
- Downtown Infrastructure Project
- 6th Street Underpass project
- SE 1st Street (Cook's Court) paving
- Northern Sewer (55th Street lift station and completion of the forcemain project)

CDM Smith will complete the following scope of services relating to these programs:

- Coordinate with selected engineer(s) to assure appropriate CDBG clauses are incorporated into construction bids and construction award documents
- Assist with any required preconstruction conferences for each selected contractor
- Verify that the construction of the projects is in compliance with CDBG-DR Program requirements and assure that the projects are the same as awarded
- Oversee compliance with Davis Bacon including:
 - CDM Smith will furnish all Semi-Annual Labor Standards Enforcement Reports (SALSER) required by HUD each April and October and any Labor Standards Enforcement Reports as needed.
 - Weekly contractor and subcontractor payrolls
 - Employee interview forms
 - Payroll review sheet for each payroll
 - Corrective actions for any wage underpayments or overtime violations
 - Section 3 new hire forms
 - Pictures of posted wage rates and Equal Opportunity posters
 - Change orders
 - Insection reports
 - Semi-Annual Labor Standards Reports and the Final Wage Compliance Reports

- Maintain hard files containing documentation to support compliance for the following:
 - Bid Advertisements
 - Addendums
 - Compliant bid documents that include all CDBG-DR requirements
 - Copies of bids received including completed checklists for completeness of each bid received
 - Written affirmation that contractor is not on the federal debarment list
 - Tabulation of bids
 - Bid award
 - Executed contract
 - Pre-construction conference minutes
 - Copies of completed Section 3 plans with tables A and B from contractor and subcontractors
 - Completed certifications from prime contractors and subcontractors for Section 3 and segregated facilities

Task 5: Beyond Shelter Program

CDM Smith will assist the City, as required, with CDBG-DR funds to be used for implementation of the Beyond Shelter Program. It is anticipated the total amount of program funds for the Beyond Shelter Program will be limited to \$100,000.

CDM Smith will complete the following scope of services relating to the Cooks Court and Fieldcrest programs:

- Complete environmental review, if required
- Assist City in preparing developer agreement
- Set up the project into HUD's DRGR system. Eligibility, national objective, beneficiary, ethnic characteristics, income levels of beneficiaries, financial information, etc., will be put entered the system.
- Verify that the project is in compliance with CDBG-DR Program requirements and assure that the projects are the same as awarded
- Oversee compliance, if required, with Davis Bacon including:
 - CDM Smith will furnish all Semi-Annual Labor Standards Enforcement Reports (SALSER) required by HUD each April and October and any Labor Standards Enforcement Reports as needed.
 - Weekly contractor and subcontractor payrolls
 - Employee interview forms
 - Payroll review sheet for each payroll
 - Corrective actions for any wage underpayments or overtime violations
 - Section 3 new hire forms
 - Pictures of posted wage rates and Equal Opportunity posters
 - Change orders
 - Inspection reports
- Maintain hard files containing documentation to support compliance for the following:

- Bid Advertisements
- Addendums
- Compliant bid documents that include all CDBG-DR requirements
- Copies of bids received including completed checklists for completeness of each bid received
- Written affirmation that contractor is not on the federal debarment list
- Tabulation of bids
- Bid award
- Executed contract
- Pre-construction conference minutes
- Copies of completed Section 3 plans with tables A and B from contractor and subcontractors
- Completed certifications from prime contractors and subcontractors for Section 3 and segregated facilities

Task 6: Down Payment and Closing Cost Assistance Program

CDM Smith will assist the City with implementation of a down payment assistance program. CDM Smith will process up to a maximum of 50 applications for the program. The program is described and will be implemented as follows:

- 1) General Purpose.
 - a) Help create affordable home ownership opportunities outside the flood inundation area
 - b) Assist households still trying to recover from the flood
 - c) Provide housing opportunities for households being relocated as a result of the City's efforts to acquire flooded properties
 - d) Assist efforts to stabilize the workforce through efforts to increase home ownership opportunities

- 2) Eligible Activities
 - a) Down payment on purchase of home
 - i) Not more than 5% of purchase price
 - ii) Maximum CDBG \$10,000
 - iii) Participant required to provide a minimum down payment of 1% of purchase price
 - b) Closing costs on 1st mortgage loan
 - i) 100% covered by CDBG
 - ii) Maximum CDBG \$6,000
 - iii) Limited to the following items fees/costs
 - (1) Origination
 - (2) Underwriting
 - (3) Processing
 - (4) Appraisal

- (5) Property Inspection
- (6) Credit report
- (7) Flood certification
- (8) Up front mortgage insurance
- (9) Closing/escrow
- (10) Attorney
- (11) Lender's title insurance
- (12) Recording
- (13) 1st year HO insurance
- (14) 1st year HOA fees/dues

3) Eligible properties

- a) Homes constructed after June, 2011
- b) Homes located outside flood inundation area (recommended), or
 - i) limit to only homes within 55th Crossing
- c) Single, 2-family, condominiums

4) Eligible participants

- a) Either LMI, or up to 120% of Ward Co. median
 - i) If up to 120% of median, then limit budgeted funds to no more than 30% for 80 – 120% of median
- b) Priority given for
 - i) Households relocated as a result of 2011 flood
 - ii) Households being displaced as a result of City acquisition efforts
 - iii) 1st-time home buyers

5) Type of assistance

- a) Deferred Payment Loan (0% interest, full amount due upon sale – allows the City to recapture the funds to continue the program)

Task 7: Acquisition/Buyout Program

CDM Smith will provide a comprehensive housing buyout program for up to 40 homes.

Services to be implemented include:

- community and applicant informational workshop
- application intake
- eligibility determination
- third-party verifications of other sources of funds
- assessment and verification of duplication of benefits
- environmental reviews
- file documentation
- appraisals
- title work
- property owner negotiations
- coordination and conducting of property closings

- award calculations and allocations
- assistance with the procurement of contractors for demolition
- payment processing
- development of RFP's for demolition contractors
- CDBG-DR program requirement related compliance oversight of the demolition contractors

7.1 Relocation Services for Involuntary Acquisition/Buyout Program

All services are to be provided in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.

Relocation services will be provided for up to forty (40) homes.

7.1.1 Relocation Plan

The existing relocation plan will be amended for these 40 additional properties.

7.1.2 Residential Relocation Services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive up to four residential relocation benefits:

- *Replacement Housing Payment
- *Costs Incidental to the Purchase of a Replacement Property
- *Interest Differential
- *Moving Costs

Tenants can be eligible for the following relocation benefits

- *Rental Supplement Payment
- Or
- Down Payment and Costs Incidental to Purchase
- *Moving

The replacement housing payment or rental supplement payment will be determined for each dwelling unit. After obtaining the City's approval for the payment, the Relocation Specialist will meet in person with the occupants and present the payment in writing. At this meeting, the benefits, the eligibility requirements and the time frames will be explained.

The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting and pitfalls of which they need to be aware.

7.1.3 Landlord Re-Establishment

Persons who own real estate, being acquired for the project, which they lease to others, may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property.

Each owner who falls into the category will be met with to determine eligibility. If it is determined the real estate owner may qualify for the payment, detailed information will be provided, as to the requirements to receive the payment and assist the owner in claiming benefits.

7.1.4 Personal Property Move

There may to be certain instances where a person may not occupy the real estate but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable and necessary costs to move that personal property.

The Relocation Specialist will work the owner of the personal property to explain their potential eligibility, their responsibilities and time frames for completing the move.

7.1.5 General Relocation Duties

The Relocation Specialist will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims.

When delivering an offer of relocation benefits, the Relocation Specialist will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that particular date before they are required to move from the acquired site. At the time the City acquires the site, the Relocation Specialist will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displaced have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18 month period that extend beyond the vacate date.

Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the

relocation process is complete, the City will be provided a completed file containing all of the relocation contact logs, reports and claims.

Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

7.2 Eminent Domain Legal Services

Additional legal services will be provided for up to 13 properties to be acquired by the City through the eminent domain process. The services would include all legal costs associated with acquiring a property through the eminent domain process including potential costs to take the case to trial, if that becomes necessary.

Amendment No. 7 - Attachment No. 2

City of Minot
CDBG DR Program Allocation #1

Estimate of Fees
6/1/2015

Task #	Task Description	Blended Rate	Principal/ Technical Experts	Project Manager	Acquisition Specialist	Construction Manager	Case Manager	Admin/ Env.	Total Hours	Subtotal Cost, \$	S&W	OR Colon	Total Cost, \$
Task 1	Project Management & Administration	\$ 135	80					24	104	\$ 14,040			\$ 14,040
Task 2	SRRR Program	\$ 135	16			240	240		496	\$ 66,960			\$ 66,960
Task 3	Cooks Courty/Fieldcrest	\$ 135		80			320		400	\$ 54,000			\$ 54,000
Task 4	Misc Infrastructure	\$ 135		480					480	\$ 64,800			\$ 64,800
Task 5	Beyond Shelter Program	\$ 135	40				64		104	\$ 14,040			\$ 14,040
Task 6	Down Payment Assistance Program	\$ 135	120				480	120	720	\$ 97,200			\$ 97,200
Task 7.1	Buyout/Acquisition Program (40 homes)	\$ 135	320	440	1,200		620	120	2,700	\$ 364,500	325,000	190,000	\$ 879,500
Task 7.2	Eminent Domain Legal Services (13 properties)	\$ 135							-	\$ -	150,000	-	\$ 150,000
	Total		576	1,000	1,200	240	1,724	264	5,004	675,540	475,000	190,000	1,340,540