

**AMENDMENT NO: 12
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 12 is made and entered into this 6th day of August, 2018 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:

No change.

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 to June 30, 2019.

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

The contract upper limit is increased by \$143,100.00 as presented in Attachment #1 to this amendment, for a revised upper limit of \$7,564,541.

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, P.E.
Vice President
DATE:

City of Minot

Mayor
DATE:

City of Minot, ND
Community Development Block Grant Disaster Recovery
Management Services
Amendment No. 12 – Attachment No. 1
Scope of Services & Estimated Fee
CDM Smith
August 6, 2018

Task 1: Northern Sewer Project

Task 1.1 Environmental review

CDM Smith will conduct one appropriate environmental review for this project that complies with all applicable HUD and City regulations and requirements, to receive clearance to proceed with expending CDBG-DR funds on the project. CDM Smith will follow the guidelines outlined in Federal, State and Local regulations and policies, as applicable; and will conduct required Federal, State and Local agency consultations, as applicable. CDM Smith will prepare appropriate documentation for the review and maintain records as required.

Task 1.2 Compliance monitoring

CDM Smith will conduct appropriate monitoring of the contractor and subcontractors to ensure compliance with applicable HUD requirements including Davis Bacon Act and Section 3. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

The scope of services includes complying with all required reporting and grant requirements for the project, tracking project progress in compliance with the CDBG-DR program guidelines and the project schedule, providing technical assistance when necessary, coordinating with the City of Minot, and providing grant-required administration tasks requested by the City and the funding agency.

Task 2: Spot Blight Eradication Program

The following scope of services is based on providing environmental review services for up to 32 properties and housing demolition management services for up to 16 single family spot blight homes as detailed below.

Task 2.1 Environmental review

CDM Smith will conduct appropriate environmental review(s) for up to 32 properties for this project that comply with all applicable HUD and City regulations and requirements, to receive clearance to proceed with expending CDBG-DR funds on the project. CDM Smith will follow the guidelines outlined in Federal, State and Local regulations and policies, as applicable; and will conduct required Federal, State and Local agency consultations, as applicable. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

Task 2.2 Planning, policies, compliance, and protocols

CDM Smith will provide guidance for the City of Minot to define the best and most effective methods for demolishing up to 16 structures. CDM Smith shall develop a plan with timelines, responsibilities, methods of compliance, etc. to ensure a compliant demolition program. Tasks associated with requirements include:

- Project organization, coordination, policies and protocols, administration, planning, and oversight
- Project cost and budget oversight and monitoring
- Communications, team collaboration, project reporting, project documentation methodologies, and public relations
- Change management and issue control
- Contract management
- Procedures to deter and detect fraud, waste, and abuse by demolition contractors

Deliverables

The following key deliverables are anticipated for this task:

1. Project supporting documentation and working papers
2. Program and organization needs assessment and requirements definition
3. Cost assessment and cost projection for the Demolition Program
4. Timely status plan
5. Quality control plan

Task 2.3 Environmental reviews for structures to be demolished

CDM Smith will provide consultants to review environmental clearances provided by the City of Minot to ensure compliance with all state regulations. The demolition contractor will help the CDM Smith staff develop and process the necessary documents required to clear each property. Tasks associated with this requirement include:

- Use GIS system to verify locations of properties
- Interactions with the City of Minot, its demolition contractor, and its program, business, and functional units and processes as necessary to obtain information needed on properties

Asbestos testing scope:

- Structures slated for demolition will receive a thorough asbestos inspection performed by a North Dakota accredited asbestos inspector to determine the presence of asbestos containing material (ACM). Report will include the location and quantity of all friable and non-friable ACM.
- Asbestos samples will be sent to a NVLAP approved laboratory in PLM & TEM analysis with a 24-hour turnaround time.
- Friable ACM will be abated from the structures by a North Dakota accredited asbestos abatement contractor (outside contractor does not work for CDM Smith) and disposed of at an appropriate landfill.
- Before asbestos abatement of the structure, a Notification of Asbestos Demolition and Renovation will be sent to the NDDH for approval of the abatement work.

- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDH for approval of demolition for all structures, whether or not asbestos is present.

Deliverables

Since this task is for completed and federally compliant environmental reviews of the properties to be demolished, the following represent anticipated key deliverables for this task.

1. Work plan and timetable for completing environmental reviews
2. Timely status reports
3. Certification of completed Environmental Reviews
4. Other project deliverables that may be forthcoming from specific task assignment by the City of Minot

Task 2.4 Demolition management services

CDM Smith will manage and oversee the Demolition Program. This work will include the following steps:

- Prepare a scope of services plan for each property to be demolished.
- Prepare bid documents and execute subcontracts in accordance with federal and state regulations for the demolitions and debris removal.
- Administer and monitor subcontracts for the demolition, debris removal, and site cleanup.
- Demolition contractor is responsible for obtaining all permits and contacting all utility providers prior to commencement of any demolition project.
- Demolition contractor is responsible for the proper removal and proper disposal of all materials, including hazardous materials, in accordance with federal laws, state laws, and local codes and ordinances.
- Demolition contractor is responsible for all fees and permits for demolition debris disposal.
- Provide on-site monitoring of CDM Smith subcontractors to ensure quality work and adherence to all federal and state laws as well as local codes and ordinances.
- CDM Smith shall ensure that each property structure has been demolished, debris has been removed, and the property has been graded.
- Provide contract negotiation services.
- Provide quality assurance, implement operations, and assessment, to the satisfaction of the Department of Public Works, City of Minot.

Assumptions

- Salvaging will not be allowed.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.

Estimated Fee:

| Task | Blended Labor Rate | Environmental Review | Demolition Monitoring/ Management | Financial/ Compliance/ Management | Total Hours | Total Cost |
|---------------------------------|--------------------|----------------------|-----------------------------------|-----------------------------------|-------------|------------|
| Task 1: Northern Sewer | \$ 135 | 60 | | 50 | 110 | \$ 14,850 |
| Task 2: Spot Blight Eradication | \$ 135 | 180 | 720 | 50 | 950 | \$ 128,250 |
| Totals | | | | | 1060 | \$ 143,100 |