



**AMENDMENT NUMBER ONE TO THE  
AGREEMENT BETWEEN CITY OF COLUMBIA AND THE SAINT BERNARD PROJECT,  
INC., dba SBP, Inc.  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR)  
HOUSING REHABILITATION AND RECONSTRUCTION PROGRAM**

THIS AMENDMENT is entered this 4<sup>th</sup> of October 2021 between the City of Columbia, South Carolina (the "City") and *The St. Bernard Project, Inc., dba SBP, Inc.*

**WHEREAS**, Pursuant to Public Law 114-113 (12/18/2015) and Public Law 115-31; The Consolidated Appropriations Act, 2016 and the Federal Register Notice 82 FR 36812, August 07, 2017 and 81 FR 39687, June 07, 2016 at DR-4241 that allocated CDBG-DR funds awarded to the City of Columbia, the U.S. Department of Housing and Urban Development ("HUD") has awarded \$26,155,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the City's Action Plan (the "Action Plan"); and

WHEREAS, the City and SBP entered into an agreement on **December 1, 2020** to carry out a part of the City's Federal award by committing \$8.9 million dollars of the City's Federal award, pursuant to this Subrecipient Agreement between the City and SBP (the "Agreement"); and

WHEREAS, the City and SBP now wish to amend the original contract agreement in order to clarify roles and responsibilities of the Subrecipient detail items within the Scope of Work.

WHEREAS, no other terms of the original agreement dated **December 1, 2020** are affected by this amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

Items below shall be amended to read:

**III. Scope of Work**

Core Services

C.2. The City agrees to reimburse SBP for eligible and approved construction payments made to contractors within 30 days of invoice.

C.4. The City will provide SBP personnel with administrative access to the SharePoint System of Record.

G. SBP will invoice the City for reimbursement for payments made to contractors on eligible and approved construction projects.

N.2 SBP will not be responsible for conducting a Tier 2 environmental review. They will be responsible for incorporating all mitigation and remediation measures identified in the environmental assessment into the scope of work using Xactimate. They will also be responsible for completing LBP paperwork and for having the contractor complete applicable paperwork as required per the Homeowners Program Policy & Procedures; soliciting and collecting the results of the environmental clearance once construction work has been completed and for submitting documentation of that clearance with the final invoice for that project.

- a. SBP will further be responsible for ensuring that the contractor has disposed of any hazardous materials appropriately and that a certificate confirming that disposal is submitted with the contractor invoice for reimbursement.

N.6. SBP will be responsible for QA/QC of their construction projects. OCD Compliance and monitoring and the Internal Auditor will be responsible for overall programmatic compliance, monitoring and internal audit.

T. SBP will complete all onsite inspections to ensure compliance with LSHR and EPA 40 CFR part 745 and complete all LBP paperwork as required by the Homeowners Program Policies & Procedures.

V. (Deleted from Agreement)

Y. SBP will respond to the Applicant Pool only. SBP will ensure that Program assistance is provided to Applicants in a manner that is fair, transparent, and expeditious.

A. Activity #1 - Start Up

5. Program Manager will place applicant files in que for SBP to begin rehabilitation and reconstruction.

E. Activity #5 – Quality Assurance/Quality

3. (Remove from Agreement)
5. (Remove from Agreement)

F. Activity # 6 – Compliance and Monitoring

SBP will provide the following:

2. (Remove from Agreement)
3. (Remove from Agreement)
4. Perform data analysis to detect or confirm trends as related to construction documents
5. Establish a construction subject matter expert point person(s) to work with CDD compliance staff.


H. Activity #8 - Document Management and Records Retention

4. (Remove from Agreement)
5. (Remove from Agreement)
7. (Remove from Agreement)

- 8. (Remove from Agreement)
- 9. Maintain an inventory of construction related documents and records and monitor for accuracy and completeness.

**THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program as described in Federal Award Notice B-16-MH-45-001, which shall be effective as of the date of execution hereof on behalf of the Grantee.**

**GRANTEE:**

By:   
(signature)

Name: Teresa Wilson

Title: City Manager

Date: 10/4/2021

**APPROVED AS TO FORM**

  
Legal Department City of Columbia, SC  
9/29/2021

**SUBRECIPIENT SBP**

By:   
(signature)

Name: Zack Rosenburg

Title: CEO

Date: 6/4/2021



We Are Columbia

**TO:** Teresa Wilson, City Manager **via** Missy Gentry, Assistant City Manager *MASB*

**FROM:** Gloria Saeed, Community Development Director *GS*

**SUBJECT:** Saint Bernard Project Contract Amendment

**DATE:** October 1, 2021

**COMMENTS: Your approval required:**

I have enclosed the subject documentation requesting: Approval/Signature  
(e.g. approval, signature, ratification, information only, review & comment requested, etc)

**Reason for request:** This is a request for signature on contract amendment between the City of Columbia and the Saint Bernard Project (SBP).

Previously procured item(s) or services: \_\_\_ yes \_\_\_ no X n/a

Budgeted item with funds readily available: X yes \_\_\_ no \_\_\_ n/a

Funds transfer will be required to procure this item or services: \_\_\_ yes X no \_\_\_ n/a

Please return to: Gloria Saeed, Community Development @ ext. 3766

Attachments: 1