

**AMENDMENT # 1 TO MnDOT LOCAL ROAD AND BRIDGE DISASTER RELIEF GRANT  
AGREEMENT NO. 03776**

<b>Original Contract Amount:</b>	<b>\$651,967.80</b>
<b>Prev. Amendment(s) Total:</b>	<b>\$0</b>
<b>Current Amendment Amount:</b>	<b>\$4,287.52</b>
<b>Current Contract Total</b>	<b>\$647,680.28</b>

Project Identification :	Street surface stripped from underlying concrete base. Storm crossing impaired and a storm catch basins damaged, disaster relief 45 <sup>th</sup> Ave E.		
State Aid Project (SAP):	118-170-003	Old Bridge #:	N/A
Federal Project #	N/A	New Bridge #:	N/A

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and the city of Duluth ("City").

**Recitals**

1. MnDOT has an Agreement with the City identified as MnDOT Agreement Number 03776 ("Original Agreement"), SP 118-170-003 to allow MnDOT to act as agent for the City in accepting Local Road and Bridge Disaster Relief funds for engineering and construction for the above mentioned project.
2. The funding awarded for this project from Bond Account #266 construction increased while engineering costs from Account #266 decreased. The amount of Federal FEMA funds decreased. State Aid Disaster funds were added in the amount of \$5,949.96
3. The agreement is being amended to extend the term of the contract.
4. MnDOT and the City are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment deleted contract terms will be ~~struck-out~~ and the added contract terms will be underlined, unless stated otherwise.

**REVISION 1. Article 3 "Project(s)" is deleted in its entirety and replaced as:**

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SP 118-170 45 <sup>th</sup> Avenue East	\$424,775.73	\$222,904.55	06/01/2016

**REVISION 2. Article 4** is amended as follows:

Total Amount of LRBDR Grant for all projects under this Agreement: ~~\$312,234.40~~ \$424,775.73

**REVISION 3. Article 5** is amended as follows:

The following Exhibits for each project are attached and incorporated by reference as part of this agreement:

<del>Exhibit A</del>	<del>Completed Sources and Uses of Funds</del>
<u>Exhibit A-1</u>	<u>Complete Sources and Uses of Funds</u>
Exhibit B	Project Completion Schedule
Exhibit C	General Fund Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant
Exhibit F	General Terms and Conditions

**REVISION 4. Exhibit B** is deleted in its entirety and replaced as:

## EXHIBIT B

### PROJECT COMPLETION SCHEDULE

Completion Date: June 1, 2016

**REVISION 5. Exhibit F Section 4.01 The Advances** (second paragraph) is amended as follows:

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as ~~Exhibit A~~ Exhibit A-1, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRBDR Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

**REVISION 6. Exhibit F Section 5.14 Sources and Uses of Funds** is amended as follows:

The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as ~~Exhibit A~~ Exhibit A-1 accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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**STATE ENCUMBRANCE  
VERIFICATION**

Individual certifies that funds have been  
encumbered as required by Minnesota Statutes  
§ 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO #: \_\_\_\_\_

**PUBLIC ENTITY (GRANTEE)**

By: [Signature]

Its: Mayor

Date: 11-16-15

By: [Signature]

Its: City Clerk

Date: 11/12/15

By: [Signature]

Its: City Attorney

Date: 11-9-15

By: [Signature]

Its: City Auditor

Date: 11-17-15

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

(With delegated authority)

Its: State Aid Programs Engineer

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_

(With delegated authority)

Date: \_\_\_\_\_

MMD#: \_\_\_\_\_

## EXHIBIT A-1 SAP 118-170-003

## SOURCES AND USES OF FUNDS SCHEDULE

## SOURCES OF FUNDS

Entity Supplying Funds	Amount
<b>State Funds:</b>	
LRBDR Grant	\$424,775.73
(Flood Bond Acct 266)	
Subtotal	\$424,775.73
<b>Public Entity Funds:</b>	
Federal FEMA	\$216,954.59
State Aid Disaster	\$5,949.96
Subtotal	\$222,904.55
<b>TOTAL FUNDS</b>	<b>\$647,680.28</b>

## USES OF FUNDS

Expenses	Amount
<b>State Funds:</b>	
LRBDR Grant	
Construction	\$331,393.30
Engineering	\$93,382.43
Subtotal	\$424,775.73
<b>Public Entity Funds:</b>	
Federal FEMA	\$216,954.59
State Aid Disaster	\$5,949.96
Subtotal	\$222,904.55
<b>TOTAL PROJECT COSTS</b>	<b>\$647,680.28</b>