

MnDOT Contract #: 1036782a01**AMENDMENT # 1 TO MnDOT Grant Agreement #: 1036782**

Agreement Start Date:	<u>05/06/2020</u>	Original Agreement Amount:	<u>\$19,273.00</u>
Orig. Agreement Exp. Date:	<u>06/30/2021</u>	Prev. Amendment(s) Total:	<u>\$00</u>
Amended Exp. Date:	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$13,043.90</u>
		Current Agreement Total	<u>\$32,316.90</u>

Project Identification :	<u>CDL training for women, minorities and disadvantaged individuals to increase participation on MnDOT Highway Heavy Projects.</u>		
State Project (SP):	<u>8816-3081</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>OJT 8820(221)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Duluth, 402 W. 1st Street, Duluth, MN 55802 ("Grantee").

**Recitals**

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1036782 ("Original Agreement") for the purpose of providing CDL training for women, minorities and disadvantaged individuals to increase participation on MnDOT Highway Heavy projects.
2. The grant agreement is being amended to extend the expiration date and period of performance subject to delay as a result of the COVID-19 pandemic, and to increase the overall budget to address the increase of tuition cost.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

**REVISION 1.** Article 1.2 is amended as follows:

1.2 Expiration Date. This agreement will expire on ~~June 30, 2021~~ June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Article 1.3 is amended as follows:

1.3 Period of Performance. The period of performance is from April 1, 2020 through ~~June 30, 2021~~ June 30, 2022.

**REVISION 3.** Article 1.5 is amended as follows:

1.5 Exhibits. Exhibit A: Detailed Scope of Work and Deliverables; Exhibit ~~BB-1~~ BB-1: Budget; Exhibit C: Budget Line Item Adjustment Request; and Exhibit ~~DD-1~~ DD-1: Invoice are attached and incorporated into this agreement.

**Revision 4.** Article 4.1.1 is amended as follows:

4.1.1 Compensation. Grantee will be paid up to a maximum of ~~\$19,273.00~~ \$32,316.90 according to the breakdown of costs contained in Exhibit ~~BB-1~~ BB-1, which is attached and incorporated into this grant agreement.

**Revision 5.** Article 4.1.4 is amended as follows:

4.1.4 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed ~~\$19,273.00~~ \$32,316.90.

**Revision 6.** Article 4.1.6 is amended as follows:

4.1.6 Financial Aid. Any financial aid awarded to a student will be applied after State's funding if State's funding does not cover the allowable cost of the training as described in Exhibit ~~BB-1~~.

**Revision 7.** Article 4.2.1 is amended as follows:

4.2.1 Invoices. Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us Exhibit ~~DD-1~~, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted for the eligible deliverable specified in Exhibit A.

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.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract #: \_\_\_\_\_

SWIFT Purchase Order #: \_\_\_\_\_

**GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney

**DEPARTMENT OF TRANSPORTATION**

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

(with delegated authority)

Title: \_\_\_\_\_

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

**MnDOT FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**Exhibit ~~BB-1~~: Budget****Budget**

<b>Category</b>	<b>MnDOT Grant</b>
Per Student Tuition	<del>\$2,206.00</del> <u>4,995.00</u>
Per Student DOT Physical and Drug Test	<del>\$145.00</del>
Per Student License and Permit Fee	<del>\$72.00</del>
Per Student Books, Materials, Retest	<del>\$80.00</del>
Per Student Total Cost	<del>\$2,503.00</del> <u>5,067.00</u> *
<b>Program cost for 7 students <u>(5 students at the new tuition rate)</u></b>	<b><del>\$17,521.00</del> <u>29,379.00</u></b>
Admin Cost @ 10%	<del>\$1,752.00</del> <u>2,937.90</u>
<b>Total Program Cost</b>	<b><del>\$19,273.00</del> <u>32,316.90</u></b>

\*Any financial aid awarded to a student will be applied after State's funding if State's funding does not cover the allowable cost of the training.

**Exhibit DD-1: Invoice****INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_%

Final Invoice? Yes No

**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to: [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1036782

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

MnDOT PO Number: 3000532945

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

Contract Expiration Date: June 30, 2022

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Class A CDL Training	\$28,875.00			
License & Permit Fees	\$504.00			
Administrative Costs	\$2,937.90			
<b>Total Project Costs:</b>	<b>\$32,316.90</b>			
<b>Total Amount Due This Invoice</b>				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee: City of Duluth

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_