

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF GRAND RAPIDS
AMENDMENT NO. 1**

State Project Number (S.P.):	<u>3103-70</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>2=008</u>	<u>\$500,000.00</u>
State Aid Project Number (S.A.P.):	<u>129-010-005</u>	Amended Amount Encumbered
City Project Number (C.P.):	<u>2022-1</u>	<u>\$0.00</u>
Lighting System Feed Points:	<u>A, B</u>	Total Obligation
		<u>\$500,000.00</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Grand Rapids, acting through its City Council ("City").

Recitals

1. The State has a contract with the City identified as MnDOT Contract No. 1050627 ("Original Contract") to provide payment by the State to the City for the State's share of the costs of the lighting and concrete sidewalk construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2 from 12th Avenue Northwest to 3rd Avenue Northwest under State Project No. 3103-70 (T.H. 2=008); and
2. This Agreement is amended to adjust the Construction Engineering percentage to be paid to the City; and
3. The State and the City are willing to amend the Original Contract as stated below.

Contract Amendment

The City must not begin work under this contract until this contract is fully executed and the City has been notified by the State's Authorized Representative to begin the work.

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

REVISION 1. Article 1.5 is amended as follows:

- 1.5. Exhibits.** ~~Preliminary~~ Revised Schedule "I" is attached and incorporated into this Agreement.

REVISION 2. Articles 6.1 through 6.3 are amended as follows:

- 6.1. Schedule "I".** The ~~Preliminary~~ Revised Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.
 - A.** 100 Percent will be the State's rate of cost participation in all of the lighting and sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the ~~Preliminary~~ Revised Schedule "I".
 - B.** 100 Percent will be the State's rate of cost participation in all of the Add Alternate No. 1 construction, ~~if the City includes said construction in the Project.~~ The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the ~~Preliminary~~ Revised Schedule "I".

6.3. Construction Engineering Costs. The State will pay a construction engineering charge equal to ~~8~~ 6 percent of the total State participation construction covered under this Agreement.

REVISION 3. Articles 7.1 and 7.2 are amended as follows:

7.1. State Cost. \$500,000.00 is the State's estimated share of the costs of the contract construction which includes the construction engineering cost share and a contingency amount as shown in the Preliminary Revised Schedule "I". ~~The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a.~~ The Revised Schedule "I" is based on estimated quantities and construction contract unit prices, and may include any credits or lump sum costs. ~~which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.~~ The contingency amount is provided to cover ~~the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I",~~ overruns of the plans estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

7.2. Conditions of Payment. The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:

- A.** Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
- B.** Execution of this ~~Agreement~~ Amendment and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- C.** The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

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

[The remainder of this page has been intentionally 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 Purchase Order: 3000644697

CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

REVISED SCHEDULE "I"
Agreement No. 1050627A01
City of Grand Rapids

S.P. 3103-70 (T.H. 2=008)

Preliminary: June 1, 2022

State Funds

Revised: October 6, 2022

Remove concrete sidewalk, remove lighting unit, remove lighting foundation, 4-inch concrete walk, lighting units,
 2-inch non-metallic conduit (directional bore), and site restoration construction performed under
 City contract with Neo Electrical Solutions
 located on T.H. 2 from 12th Ave. NW to 3rd Ave. NW

STATE COST PARTICIPATION	
Work Items (From Sheet No. 2)	348,052.40
Add Alternate No. 1 (From Sheet No. 3)	6,406.25
(1) Subtotal	\$354,458.65
Construction Engineering (6%)	21,267.52
Subtotal	\$375,726.17
(2) Contingency Amount	124,273.83
(3) Encumbered Amount	\$500,000.00

(1) Amount of advance payment as described in Article 7 of the Agreement

(2) For the State's use only as described in Article 7.1 of the Agreement

(3) State funds capped at \$500,000.00

CITY OF GRAND RAPIDS

RESOLUTION

IT IS RESOLVED that the City of Grand Rapids enter into MnDOT Agreement No. 1050627A01 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the lighting and concrete sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 12th Avenue Northwest to 3rd Avenue Northwest within the corporate City limits under State Project No. 3103-70.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)