

**Reference Numbers**

CCLRT Project: 65701 4-20

Metropolitan Council: 10I045N

City of Minneapolis:

**PROJECT: Central Corridor Light Rail Transit Project**

**MASTER AGREEMENT NAME: Master Funding Agreement – City of Minneapolis**

**PARTIES TO MASTER AGREEMENT: Metropolitan Council  
City of Minneapolis**

**CFDA NUMBER: 20.500**

**SUBORDINATE FUNDING AGREEMENT NUMBER City of Minneapolis-14**

This Subordinate Funding Agreement Number City of Minneapolis-14 is entered into by and between the above-named parties.

**WHEREAS**, the parties entered into a Central Corridor Light Rail Project (“Project”) Master Funding Agreement, effective July 2, 2010.

**WHEREAS**, the parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.

**WHEREAS**, the parties desire to enter into this Subordinate Funding Agreement in order to provide funding for the Project as described below.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Maximum Amount of Authorized Funding:** Not to exceed \$38,943.50. This amount is based on executed Change Order 32 to the Metropolitan Council’s Civil West Construction Contract, Number 10P019.
2. **General Purpose for Funds:** The City of Minneapolis will reimburse the Metropolitan Council for the water portion of the storm sewer and water main changes at Thompson Center Drive. Change Order 32 is attached to this Subordinate Funding Agreement as Attachment 1.
3. **Specific Description of Funding Authorization:** Funds provided under this subordinate funding agreement may only be used for costs directly incurred within

the described General Purpose for Funds as detailed in the Master Funding Agreement.

4. **Ownership.** The City of Minneapolis owns the storm sewer and water main at Thompson Center Drive Southeast.
5. **Project Activity Period.** The Project Activity Period for the purposes of this Subordinate Funding Agreement shall run from July 19, 2011 (date of execution of Change Order 32) until reimbursement of all costs associated with the defined General Purpose of Funds is complete or unless terminated earlier consistent with the terms of the Master Funding Agreement.
6. **Subrecipient Agreement.** This Subordinate Funding Agreement, in conjunction with the Master Funding Agreement, constitutes a subrecipient agreement for the purposes of any federal grant funds passed through to the City hereby.
7. **Integration.** The terms, conditions and definitions of the Central Corridor Light Rail Master Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**CITY OF MINNEAPOLIS**

**METROPOLITAN COUNCIL**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Approved as to form:

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

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

ATTACHMENT 1

SUBORDINATE FUNDING AGREEMENT NUMBER  
CITY OF MINNEAPOLIS-14  
CHANGE ORDER 32

65701 4-20  
SFA City of Minneapolis -14  
Attachment 1



CHANGE ORDER  
FORM 630-01-D

Project No. 65701  
Contract No. 10P019

Change Order No. 032 (RFCP #046)  
Date: 7/12/2011  
Project Name: Civil West  
Contractor: Ames McCrossan Joint Venture

Subject: Storm Sewer and Water Main change at Thompson Center Drive (COR-E - 14)

This contract is amended as follows:

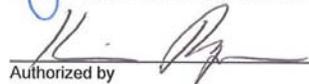
Install new 12" DIP from the intersection to approximately 10 ' north of the current Civil West construction limit. Remove and install new 12" DIP in lieu of exposing and restraining just north of the Transitway.

Furnish and install new storm sewer manhole 3546 and connect to the existing pipe (N). Remove remainder of storm sewer to the south.

It is mutually agreed that this Change Order is in accordance with the above-described Contract and that the change in the work described herein will be accomplished in accordance with the provisions of the Contract and that the Contract amount will be increased in the amount of

Forty Six Thousand Three Hundred Sixteen Dollars and 35/100.....\$46,316.35

as full compensation for all work under this change order and that the contract completion dates will be extended 0 days. It is also mutually agreed that the Council will not seek liquidated damages and the Contractor will not pursue additional costs for extending General Conditions.

 Contractor	<u>7/12/11</u> Date	 Prepared by (Council Authorized Representative)	<u>7-15-11</u> Date
		 Authorized by	<u>7-18-11</u> Date
		 Reviewed/Acknowledged by	<u>7/19/11</u> Date

- Attachments:  
 Plan Sheet 893 (UTL-W-RMV-028) Rev. 2  
 Plan Sheet 895 (UTL-W-RMV-029) Rev. 3  
 Plan Sheet 943 (UTL-W-SWP-028) Rev. 5  
 Rev. 4 included with RFCP-41



**CHANGE ORDER**  
FORM 630-01-D

**Project No. 65701**  
**Contract No. 10P019**

**Rev. 3 included with RFCP-30**  
**Plan Sheet 945 (UTL-W-SWP-029) Rev. 3**  
**Plan Sheet 1093 (STM-W-TAB-005) Rev. 6**  
**Rev. 5 included with RFCP-30**  
**Plan Sheet 1147 (STM-W-PLN-028) Rev. 4**  
**Rev. 3 included with RFCP-30**  
**Plan Sheet 1272 (STM-W-PRF-110) Rev. 2**

Distribution: Contractor, CAR/Project File, Office of Diversity, CCPO Senior Rail Budget Analyst, Project Controls Manager/Project Office File