

**AMENDMENT NO. 1 TO THE
INTERLOCAL COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF FRANKLIN
Concerning
U.S. 31 PROJECT**

EDS #A249-20-ON200008

This Amendment (“Amendment”) is made by and between the Indiana Department of Transportation (hereinafter referred to as “INDOT”), and the City of Franklin, Indiana (hereinafter referred to as the “CITY”), collectively referred to as the “Parties”, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the CITY and INDOT entered into an Interlocal Cooperative Agreement on March 24, 2020 under A249-20-ON200008 (the “Original Agreement”) to cooperate in funding, design and reconstruction to improve US 31 from Main Street to Israel Lane (the “Project”); and

WHEREAS, additional funding is needed in order to complete the Project due to inflation and increased costs, and additional federal funds have been allocated to the Project with an increase of funding in the amount of **\$62,076,395.00** from **\$48,481,874.00**; and

WHEREAS, the CITY has agreed to contribute local funds to cover costs of the preliminary engineering of the Project, including all agreed upon change orders for the preliminary engineering, plus the aesthetics, including, but not limited to, landscaping, lighting, gateway monuments and painting of poles, in an estimated amount of **\$4,396,500.00**; and

WHEREAS, INDOT agrees to let a contract for construction, and provide funding in an amount not to exceed **\$57,679,895.00** (“INDOT’s Contribution”) to complete construction of the Project in accordance with all applicable laws and standards and the terms of this Agreement; and

WHEREAS, the Parties agree the Original Agreement should be amended to reflect the new federal aid funds allocated to the Project, increasing the total funds of the Project to **\$62,076,395.00**; and

WHEREAS, the Parties wish to substitute **Exhibit A-1**, which includes the additional funding for the Project, for **Exhibit A**;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein, the Parties hereto agree as follows:

1. **Exhibit A of the Original Agreement is deleted in its entirety and is hereby substituted with Exhibit A-1.**

2. Section 1.4.1 shall be amended in its entirety read as follows:

1.4.1. Financial Responsibilities. INDOT shall be responsible for the costs of the construction, right-of-way services and acquisition, utility relocation and inspection for the Project in an amount not to exceed \$57,679,895.00.

3. Section 1.5.1. shall be amended in its entirety to read as follows:

1.5.1. Funding Contribution from the CITY. The CITY agrees to contribute preliminary costs in an estimated amount of \$3,200,000.00 towards the Project from local (non-federal) funding sources available to the CITY. The CITY shall be responsible for the preliminary engineering, including right-of-way engineering, environmental, design, survey and utility coordination costs, and shall hire a consultant and make direct payments to the consultant for such costs. The CITY shall be financially responsible for all change orders for the preliminary engineering, provided the CITY approves and agrees to the change orders in writing. The CITY shall also be solely responsible for any and all costs for aesthetics in an estimated amount of \$1,196,500.00, including any and all change orders related to the aesthetic improvements and as approved by the CITY in writing prior to the incurrence of the obligation. The CITY shall make a one-time lump sum payment to INDOT in the amount of \$1,196,500.00 for the costs of the aesthetics thirty (30) days after the date of letting and prior to the issuance of the Notice to Proceed.

1.5.1.1. Any additional expenses or enhancements that are requested by the CITY shall be the sole financial responsibility of the CITY.

1.5.1.2. The CITY shall also be solely responsible for all change orders which exceeds INDOT's Contribution.

1.5.1.3. All change orders, which exceed INDOT's Contribution shall be approved in writing and signed by the CITY.

3. Section 1.5.2 shall be amended in its entirety to read as follows:

1.5.2. Funding Contribution from INDOT. INDOT agrees to contribute toward the costs of the Project in an amount not to exceed \$57,679,895.00 in federal-aid highway funds. Nothing in this Agreement shall be deemed to restrict INDOT's ability to manage available funding sources in providing funds for the Project.

4. Section 1.5.3 shall be amended in part to read as follows:

1.5.3. If, at any point in the project development or letting process, it appears the total project cost (including construction and other project costs) may exceed \$62,076,395.00, the Project shall be re-scoped with the input and cooperation of the Parties, considering state and local transportation system needs, surrounding infrastructure and economic development interests...

5. Section 1.7 shall be amended in its entirety to read as follows:

1.7. Duration and Renewal of Agreement. The term of this Agreement shall be from the date upon which the Agreement is approved by the Office of the Indiana Attorney General through December 31, 2030, or completion of final audit of the Project by INDOT, whichever occurs first. This Agreement may be renewed or extended under the same terms and conditions subject to the approval of all signing Parties.

6. All other matters previously agreed to and set forth in the Original Agreement are not affected by this Amendment and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin, Member

Kenneth Austin, Member

Tina Gross, Member

Tina Gross, Member

Attest:

Jan Jones, Clerk Treasurer

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:

Voting Opposed:

Kenneth Austin

Kenneth Austin

Jennifer Price

Jennifer Price

Josh Prine

Josh Prine

Anne McGuinness

Anne McGuinness

Irene Nalley

Irene Nally

Shawn Taylor

Shawn Taylor

Todd Shuck

Todd Shuck

Attest:

Jan Jones, City Clerk Treasurer

City of Franklin, Indiana, By its Redevelopment Commission

Voting Affirmative:

Voting Opposed:

Richard Wertz, President

Richard Wertz, President

Anne McGuinness, Vice-President

Anne McGuinness, Vice-President

Brian J. Deppe, Secretary

Brian J. Deppe, Secretary

Josh Prine, Member

Josh Prine, Member

Paul Buening, Member

Paul Buening, Member

Attest:

Jan Jones,
Clerk-Treasurer of the City of Franklin, Indiana

STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval by:

Anthony K. McClellan
Seymour District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

_____ (for)
Michael Smith, Commissioner
Indiana Department of Transportation

Date: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

By: _____ (FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Rebecca Holwerda, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Theodore E. Rokita
Attorney General of Indiana

Date : _____

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36

Exhibit A-1
US 31 Mobility Corridor- Franklin, IN Costs

	After Rescope	
Preliminary Engineering	\$ 3,200,000.00	
	\$ 326,000.00	INDOT Contribution
Right of Way	\$ 597,000.00	R/w Services
	\$ 3,490,000.00	R/W Purchase
Reimbursable Utilities (UT Relocation)	\$ 254,000.00	
Construction	\$ 47,097,895.00	INDOT Contribution
	\$ 1,196,500.00	City Contribution
Construction Inspection	\$ 3,500,000.00	
placeholder for change orders (5%)	\$ 2,415,000.00	
 Total Project Cost	 \$ 62,076,395.00	
 City Contribution	 \$ 4,396,500.00	
 INDOT Contribution	 \$ 57,679,895.00	