

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	October 30, 2023	<b>Meeting Date:</b>	November 6, 2023
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request ratification of approval by Mayor Barnett of Amendment to INDOT / LPA Project Coordination Agreement to increase federal funds amount			
<b>List Supporting Documentation Provided:</b>			
Amendment			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	317-736-3631

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*

CONTRACT #0000000000000000000053716

AMENDMENT #2 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION  
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

SCM No.: 0000000000000000000053716

Des No.: 2100071

UEI # NGW6AETGJKU3

CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and CITY OF FRANKLIN (hereinafter referred to as the "LPA"), and jointly 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 Parties entered into a Local Public Agency Coordination Contract under SCM # 53716 on June, 1, 2021, and Amended on December 1, 2022 for Des 2100071 bike pedestrian facilities in various locations throughout the City of Franklin (the "Contract"); and

WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and

WHEREAS, additional time is needed in order to complete the project and the term has been extended to allow for completion of the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project in the amount of \$1,101,270.73; and

WHEREAS, the Parties wish to substitute Attachment A-2, which includes the additional funding for all phases of the project, for Attachment A-1;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

1. Attachment A-1 of the Contract is deleted in its entirety and is hereby substituted with Attachment A-2.

2. Section I. of the Contract is amended in its entirety to read as follows:

**I. PROJECT DESCRIPTION**

- 1.1. The Parties are entering into this Contract to complete the Project described as follows:

**Des. No.** 2100071

**Program:** Group III – Local Safety Program Safe Routes to School and HSIP Vulnerable Road Users (VRU)

**Type of Project:** Bike/Pedestrian Facilities

**General Scope/Location:** Various locations throughout the City of Franklin

3. Section V. of the Contract is amended in its entirety to read as follows:

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in section I.B. of Attachment A-2 available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment A-2 are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026 INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment A-2 are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A-2 is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
4. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or offered any sum of money or other consideration for the execution of this Contract 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 Contract, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>.

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

#### CITY OF FRANKLIN

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

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

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

#### Indiana Department of Transportation

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

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

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

	Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General

## ATTACHMENT A-2

### PROJECT FUNDS

#### I. Project Costs.

- A. This contract is just for the one (1) phase checked below:

\_\_\_\_\_ Preliminary Engineering or  
\_\_\_\_\_ Right-of-Way or  
\_\_\_\_\_ X \_\_\_\_\_ Construction

Otherwise, this contract covers all phases.

- B. If the Program shown on **Attachment A-2** is receiving \_\_\_\_ federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay \_\_\_\_% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, \_\_\_\_, the maximum amount according to the TIP dated \_\_\_\_ is \$\_\_\_\_. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

#### OR

Federal-aid Funds made available to the LPA by INDOT will be used to pay **100%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$645,241.42 (SRTS)**. Further, Federal-aid Funds made available to the LPA by INDOT will be used to pay **90%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$456,029.31 (HSIP VRU)**.

- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. If the Program shown on **Attachment A-2** is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- F. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have

agreed in a document (which specifically references section I.D. of **Attachment A-2** of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- G.** Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- H.** Costs will be eligible for FHWA participation provided that the costs:
  - (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
  - (2) Are verifiable from INDOT's or the LPA's records;
  - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
  - (4) Are included in the approved budget, or amendment thereto; and
  - (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

- (1) When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
- (2) The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
- (3) If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A-2** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- (4) Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

### **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.