

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT
COORDINATION CONTRACT**

SUPPLEMENT NUMBER 1

EDS No.: A249-10-321378

Des. No.: 0900596

This Supplemental Contract, made and entered into this _____ day of _____, 20____, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **Town of Yorktown**, (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on **September 30, 2010** enter into a Contract, providing for Services required in connection with INDOT **Designation Number 0900596** for the **bike/pedestrian facilities for River Road along the White River from Morrison Road to County Road 500W**, and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the amount of Federal aid allocated to the Project, and

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

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract **Supplement Number 1**.

1. Attachment A of the original contract is amended to read as follows:

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **0900596**

Programs: **Group II – Transportation Enhancement**
Congestion Mitigation and Air Quality (CMAQ)
STP Group II

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

Location: **River Road along the White River from Morrison Road to County Road 500W**

A general description of the Project is as follows:

Bike/Pedestrian Facility - River Road along the White River from Morrison Road to County Road 500W in the Town of Yorktown, Delaware County, Indiana.

2. Section I.B.(2) of Attachment D of the original contract is amended to read as follows:

B. (2) If the Program shown on Attachment A is receiving federal funds for all phases, federal funds made available to the LPA by INDOT, will be used to pay 80% of the eligible Project costs. The maximum amount of federal funds allocated to the Project is \$ 918,000.00 (Group II Transportation Enhancement \$347,500.00; CMAQ \$520,500.00; STP Group II \$50,000.00).

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3. All other matters previously agreed to and set forth in the original Contract dated **September 30, 2010**, and not affected by this Supplement shall remain in full force and effect.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

TOWN OF YORKTOWN

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Attest

Auditor or Clerk Treasurer

This instrument prepared by:
Brenda E. Fox
October 12, 2011

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

Robert D. Cales, Director
Contract Administration Division

Date: _____

Executed by:

_____(FOR)
Michael B. Cline, Commissioner

Date: _____

Department of Administration

Robert D. Wynkoop, Commissioner

Date: _____

State Budget Agency

Adam M. Horst, Director

Date: _____

Approved as to Form and Legality:

_____(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____