

Action Item #7 – INDOT Highway Utility Agreement & Subordination Agreement

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider the following utility agreements with INDOT.

INDOT Highway Utility Agreement
INDOT Subordination Agreement

All agreements have been reviewed by the Public Works Engineering Division. Due to the US 31 Segment 5A INDOT project, the northwest corner of the intersection of 146th Street and Greyhound Pass will be widened to accommodate additional lanes. A sanitary manhole is located at this corner behind the curb. The sanitary manhole is located within an easement. The manhole casting finish elevation will need to be lowered about 8". It was agreed with INDOT to have this lowering conducted by INDOT's contractor, Beatty Construction, instead of Westfield Public Works Department. The factor that drove this decision was since it is located within an asphalt area that it would be most cost effective to have the contractor lower to the final grade. The contractor will follow the Westfield Sanitary Specification and a City representative will be on site to inspect their work. INDOT will pay 100% of the cost since it is located within an easement.

Therefore, the Westfield Public Works Department Recommends to the Board of Public Works Department to authorize the Public Works Director to execute the two utility agreements for the INDOT US 31 Segment 5A project.

Standard Agreement
Work in Contract

INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount: \$2300.00 Des. No.: 1000013

Agreement Type: Work in Contract Project No.: 1000013

Work Description: Rehabilitation Road: US 31

of a sanitary manhole County: Hamilton

THIS AGREEMENT, made and entered into the _____ day of _____, 20____, by and between

City of Westfield Sanitary

2706 East 171st Street

Westfield, Indiana 46074

(hereinafter referred to as the Utility), and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

WITNESSETH:

WHEREAS, INDOT, desires to improve and/or maintain the condition of the above referenced road and has determined to perform the construction designated by the above project number;

WHEREAS, due to the said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS FOR INDOT’S CONSTRUCTION CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility’s facilities that need to be relocated in order to construct INDOT’s project. INDOT’s construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, INDOT’s construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility’s facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer’s estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility’s facilities and INDOT’s plans and specifications for INDOT’s project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility’s facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

INDOT will provide construction inspection and testing services to monitor the contractor’s relocation of the Utility’s facilities. The Utility may inspect, at its own cost, the relocation of the Utility’s facilities. The Utility shall timely advise INDOT, in writing, of any deficiencies that are observed. Prior to INDOT’s final acceptance of the construction contract, the Utility shall make an inspection of the Utility’s relocation work and advise INDOT in writing of the Utility’s acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility’s rights herein to those of INDOT in the highway right-of-way by executing an individual subordination agreement.

SECTION 5 – REIMBURSEMENT

- (a) 100% of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility’s facilities shall be borne by INDOT.
- (b) 100% of the cost to provide testing and inspection services for relocation of the Utility’s facilities shall be borne by INDOT.
- (c) INDOT shall bear 100 % of the cost of relocating the Utility’s facilities. (See exhibit “B”)

The cost of relocation of the Utility’s facilities (provided for in (c)) shall equal the amount paid by INDOT to the contractor (based upon the actual units of work performed at the unit prices set out in the contractor’s itemized proposal or extra work agreement), selected in accordance with the procedure in Section 2.

The estimated cost of relocation is \$ \$2,300.00 (See Exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.)

The estimated cost of non-reimbursable relocation work to the utility's facilities is \$0. The Utility has appropriated, duly made and entered of record, the sum of \$ 0 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C". If the amount to be contributed by the utility is zero then no Exhibit "C" is attached.

SECTION 6 -- COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 -- WAIVER

In consideration for INDOT's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the future against INDOT based upon any negligent omission and/or commission by INDOT's contractor performing the relocation of the Utility's facilities.

SECTION 8 -- PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay INDOT a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay INDOT within thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then INDOT will refund the difference within thirty (30) days.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20

SECTION 9 -- BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 -- GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

SECTION 11 -- INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES/INTEREST/ATTORNEY’S FEES

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY’s services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
 - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations] , or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 – CONFLICT OF INTEREST

- A. As used in this section:
 - “Immediate family” means the spouse and the unemancipated children of an individual.
 - “Interested party,” means:
 - 1. The individual executing this Agreement;
 - 2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
 - 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - “Commission” means the State Ethics Commission.

- B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.

- C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 16 -- DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing INDOT within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

SECTION 17 -- FUNDING CANCELLATION CLAUSE

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of an agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 -- NON-DISCRIMINATION

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

SECTION 19 -- DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 -- CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 21 – APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality

SECTION 22 – ETHICS

The Utility and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, 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 Agreement other than that which appears upon the face of this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

(Utility Name)

(Signature of Officer)

(Officer's Name, Printed or typed)

(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

(Names and offices of signers of Utility)

(Name of Utility)

and acknowledged the execution of the foregoing contract on this _____ day of _____, 20 _____

Witness my hand and seal the said last day.

My Commission Expires: _____ day of _____, 20 _____
(Signature)

(Seal)

(Notary Public, Printed or typed)

The State of Indiana
By the Indiana Department of Transportation

By:

David B. Holtz, Deputy Commissioner
Engineering Services and Design Support
For: Michael B. Cline
Commissioner

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

David B. Holtz, Deputy Commissioner, Indiana Department of Transportation

and acknowledged the execution of the foregoing contract on this _____ day of _____, 20 _____

Witness my hand and seal the said last day.

My Commission Expires: ____ day of _____, 20 _____

(Seal) _____
(Signature)

(Notary Public, Printed or typed)

Approved:

Approved:

Robert D. Wynkoop, Commissioner
Department of Administration

Adam M. Horst, Director
State Budget Agency

Date: _____

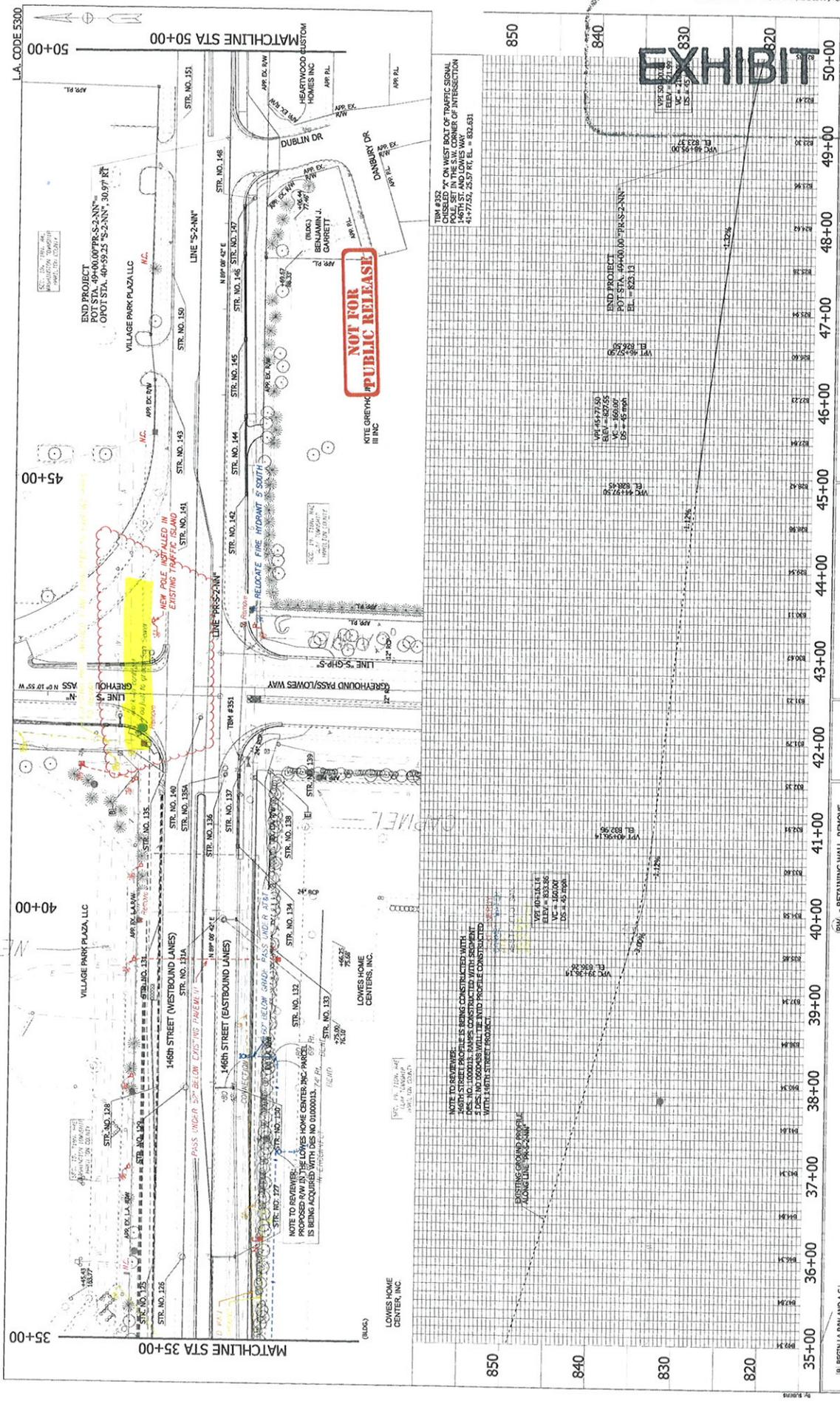
Date: _____

APPROVED AS TO LEGALITY AND FORM:

Gregory F. Zoeller, Attorney General of Indiana

Date Approved

1/5



RECOMMENDED FOR APPROVAL DESIGNED: [] CHECKED: []	DESIGN ENGINEER: [] DRAWN: [] CHECKED: []	DATE: [] SHEET: [] P.W.L.: []	HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: 1"=10' SURVEY BOOK: [] CONTRACT: [] PROJECT NO.: [] DRAWING NO.: []
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(RV) - RETAINING WALL, REMOVE
 (BB) - TIE, Type 3, REMOVE
 (RC) - CURB & GUTTER, REMOVE
 (RP) - PAVEMENT REMOVAL

(B) BEGIN R/W AND A.C.L.
 (E) END R/W AND A.C.L.

ALL R/W ON THIS SHEET TO BE AS SHOWN
 ALL R/W ON THIS SHEET DESCRIBED FROM LINE "PR-S-2-NN" EXCEPT AS NOTED
 LIMITED ACCESS R/W TO APPLY WHERE INDICATED

TBM #352 ON WEST BOLT OF TRAFFIC SIGNAL
 CHISEL "X" AT THE S.W. CORNER OF INTERSECTION
 146TH ST AND 146TH ST
 41+77.52, 25.57 R.L. = 832.631

NOTE TO REVIEWER:
 PROPOSED R/W IN THE LOWES HOME CENTER-MC PARCEL
 IS BEING ACQUIRED WITH DEE NO. 0000011.
 5 DEES NO. 0000008 WILL BE INTO PROFILE CONSTRUCTED
 WITH 146TH STREET PROJECT.

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VPI 227+28.14
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VPI 247+28.14
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VPI 273+77.50
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VPI 275+28.14
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VPI 277+77.50
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VPI 279+28.14
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VPI 281+77.50
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VPI 283+28.14
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VPI 285+77.50
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VPI 287+28.14
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VPI 289+77.50
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VPI 339+28.14
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VPI 341+77.50
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VPI 343+28.14
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 DS = -45.0000

VPI 345+77.50
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VPI 347+28.14
 ELEV. = 827.55
 DS = -45.0000

VPI 349+77.50
 ELEV. = 827.55
 DS = -45.0000

VPI 351+28.14
 ELEV. = 827.

EXHIBIT "A"

2/3

STRUCTURE, MANHOLE, RECONSTRUCT

The contractor shall reconstruct sanitary manholes to grade in accordance to SECTION 02731 of Westfield's public works department. Standards are found online at WWW.Westfield.in.gov under the Development/Construction Division of the Public Works Department.

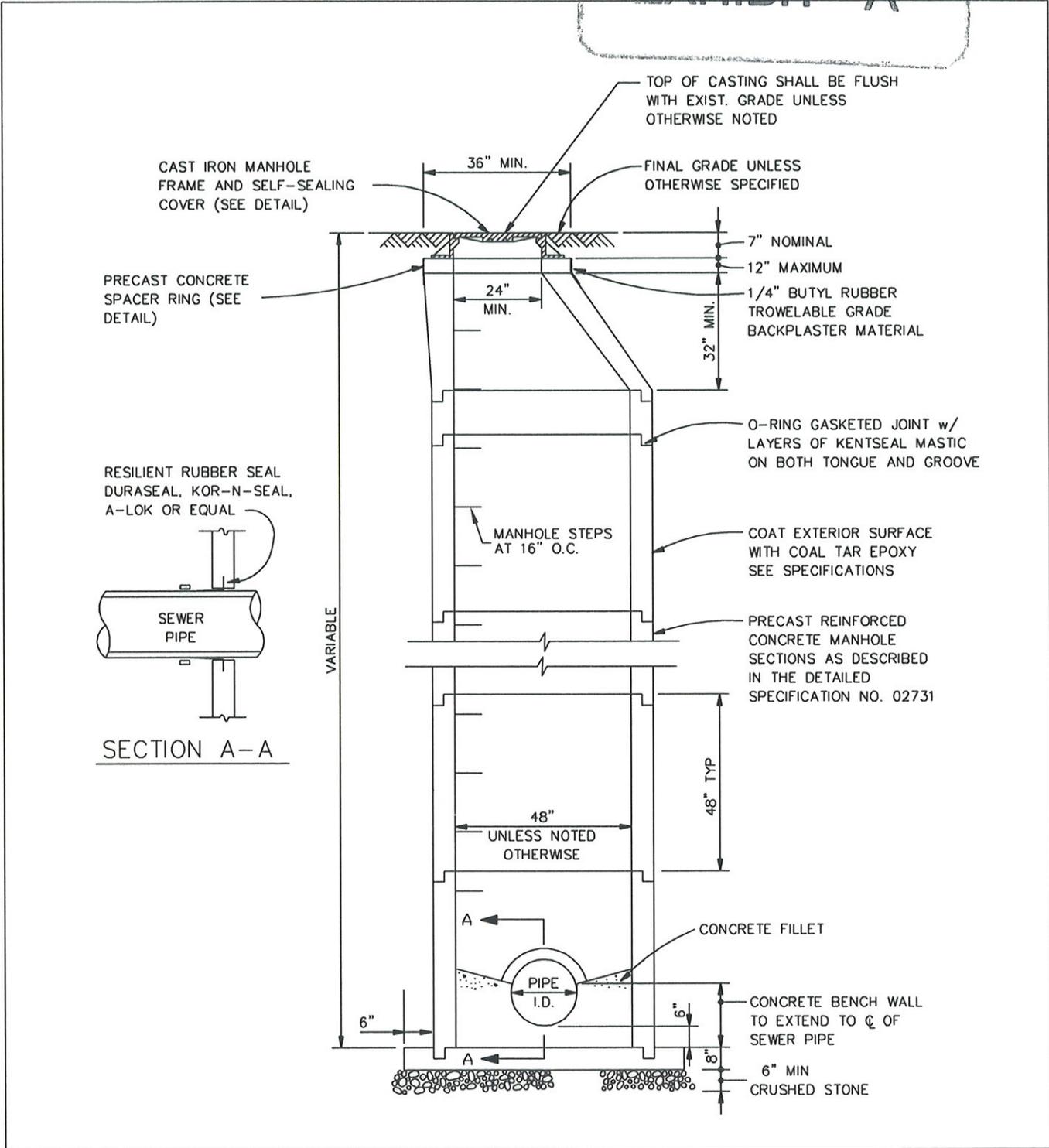
BASIS OF PAYMENT. Sanitary manhole adjustment will be paid for at a unit price. The cost of the reconstruction shall be included in the unit price.

Payment will be made under:

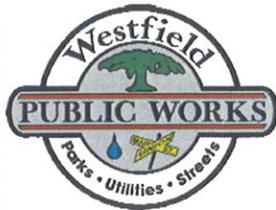
Pay Item	Pay Unit Symbol
STRUCTURE, MANHOLE, RECONSTRUCTEA

The cost of submittals (design calculations and design drawings), structure excavation, B borrow, a new Heavy Duty frame and lid, structure backfill, and the furnishing, installation, fabrication, and construction of all acceptable materials required for the reconstruction shall be included in the unit cost of reconstruction.

EXHIBIT "A"



STANDARD SANITARY MANHOLE DETAIL



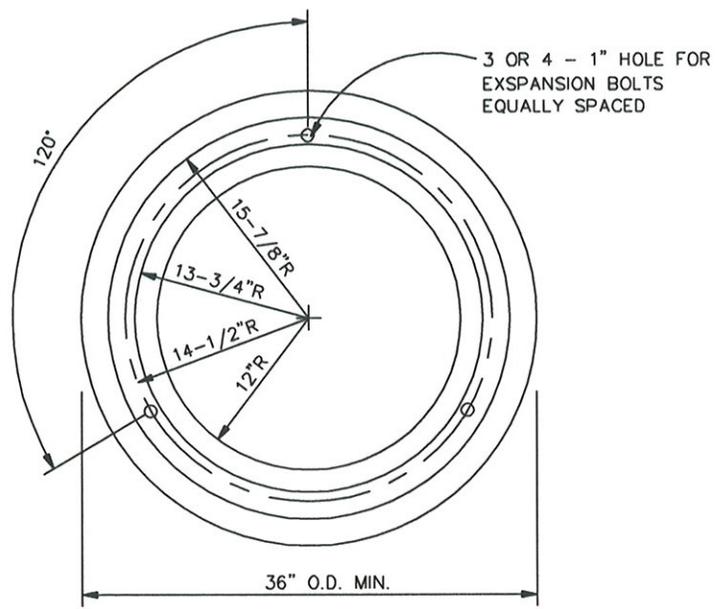
TOWN OF WESTFIELD, INDIANA

Renee Lynn Goff

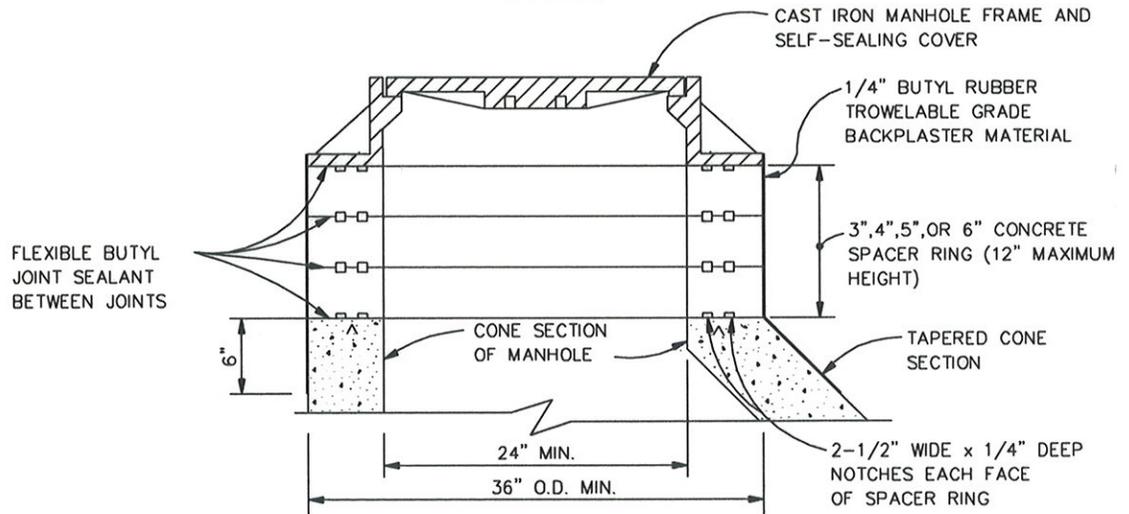
10/9/06
DATE

FIGURE S-1

EXHIBIT "A"



PLAN



SECTION

STANDARD SANITARY MANHOLE SPACER RING DETAIL



TOWN OF WESTFIELD, INDIANA

Renee Lynn Goff 10/9/06
DATE

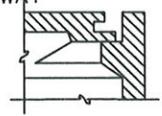
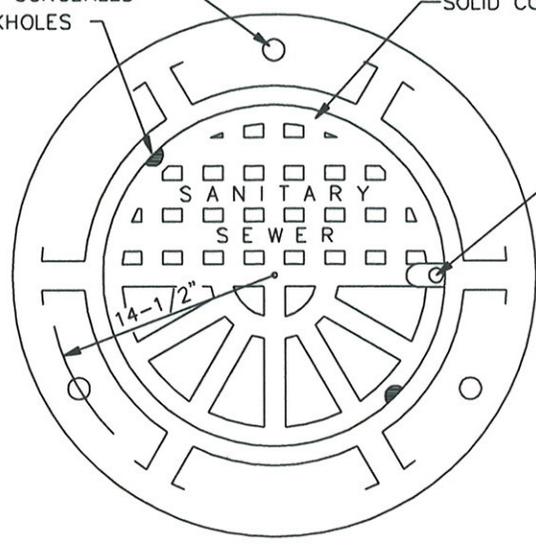
EXHIBIT "A"

THREE 3/8" S.S.
EXPANSION
BOLTS, EQUALLY SPACED
120° APART

TWO CONCEALED
PICKHOLES

SOLID COVER

COVER BOLT ONLY IN FLOODWAY
SEE NOTE 2



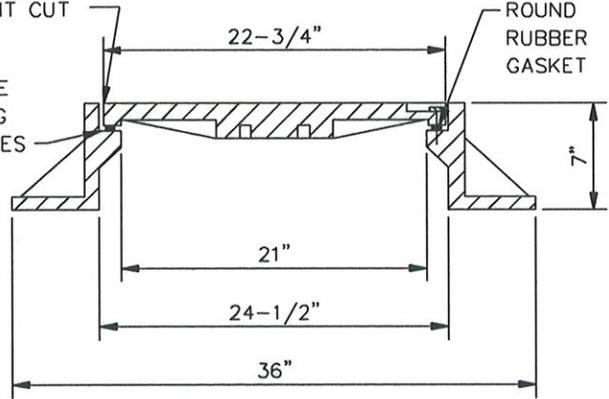
PICKHOLE
DETAIL
NO SCALE

PLAN

VERTICAL
BEARING
STRAIGHT CUT

MACHINE
BEARING
SURFACES

ROUND
RUBBER
GASKET

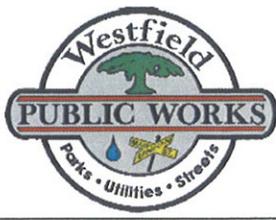


SECTION

NOTES:

1. TOTAL WEIGHT OF FRAME AND LID = 335 lbs (MIN)
TYPE 1 SELF SEALING COVER IS NOT BOLTED TO FRAME AND SHALL BE USED UNLESS TYPE 11 IS SPECIFICALLY INDICATED
2. TYPE 11 SELF SEALING COVER IS BOLTED TO FRAME WITH FOUR 1/2" BRONZE HEXAGONAL HEAD COUNTERSUNK BOLTS
3. CASTING SHALL BE CATALOG NO. 1022-2 AS MANUFACTURED BY EAST JORDAN IRON WORKS, INC. OR NEENAH R-1772-C AS MANUFACTURED BY NEENAH FOUNDRY.

STANDARD SANITARY MANHOLE
FRAME AND COVER DETAILS



TOWN OF WESTFIELD, INDIANA

Renee Lynn Goff

10/9/06
DATE

Lee, Gail

From: Neil VanTrees, P.E. [nvantrees@westfield.in.gov]
Sent: Thursday, November 18, 2010 11:37 AM
To: Pool, Gary
Subject: RE: 146th st relocation.



We just had one very similar done with our East Access Road project. They removed a cone, added a barrel section, placed cone back on, and gave it a new frame and lid. E&B Paving's cost (Gradex was their sub that did the work) was \$2,300.

Basically any underground contractor can do it. Whoever will be doing your stormwork will be able to do it. They just need to follow our specs.

Can you send what your wrote up for the special provision for me to proof?

Neil VanTrees, P.E.

From: Pool, Gary [mailto:Pool@pbworld.com]
Sent: Thursday, November 18, 2010 9:28 AM
To: Neil VanTrees, P.E.
Subject: 146th st relocation.

We found an easement for your sewer at greyhound and 146th. It was tucked in as an addendum for surface drainage on the east side of the road. Gail and I will be putting together a standard agreement for the construction. I still need an estimate for the cost and an approved contractor(s) but we will be paying the bill it looks like.

Gary Pool, P.E.

Lead Civil Engineer

Parsons Brinckerhoff, Inc.
300 N.Meridian St., Ste. 1010
Indianapolis, IN 46204

Direct: 317.721.8210
Fax: 317.972.1708

NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

11/24/2010

January 24, 1996

SUBORDINATION AGREEMENT

Project No: _____ 1000013 _____
Des.No: _____ 1000013 _____
Road No: _____ US 31 _____
INDOT Contract No: _____ IR 30201 _____
County: _____ Hamilton _____

This AGREEMENT, made and entered into this _____ day of _____, 20__ by and between

City of Westfield Sanitary

2706 East 171st Street

Westfield, Indiana 46074

(hereinafter referred to as the "Utility"), and the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as the "State").

WITNESSETH:

WHEREAS, the State, desires to improve and/or maintain the condition of the above referenced road and has determined to perform the construction designated by the above project number (hereinafter referred to as the "Project");

WHEREAS, the State desires to acquire the real estate interest described in attached Exhibit "A" (hereinafter referred to as the "real estate interest"), incorporated by reference, for highway purposes in connection with the project, and;

WHEREAS, the Utility has certain property rights in the real estate, and;

WHEREAS, the Utility has performed certain alterations, modifications, and/or relocations of its existing facilities within, or adjacent to, the real estate interest in order to accommodate the State's project.

Now, Therefore, for and in Consideration of the Mutual Covenants herein Recited, the Utility and the State do herein Agree as Follows:

Section I

The State hereby acknowledges all rights, powers and privileges presently held by the Utility in the real estate interest including the Utility's right to construct, maintain, or operate additional facilities in, along, above, under, or adjacent to the real estate interest to be acquired by the State.

Section II

The Utility agrees that its rights connected with the real estate interest shall be subordinate to the rights to be held by the State to the extent that the Utility's exercise of its rights interferes with the State's construction, maintenance, improvement and/or operation for highway purposes.

Section III

In the event the State abandons or otherwise disposes of its interest in the real estate because it is no longer necessary for highway purposes this subordination agreement shall be null and void.

Section IV

The exercise of the Utility's rights, powers, and privileges in connection with the real estate interest shall be subject to the State's statutes, rules, standard specifications, and published policies reasonably necessary for the protection of the highway and the public use thereof.

Section V

The costs of any future alterations and/or relocations of the Utility's original facilities located in the area described in Exhibit "A" shall be reimbursed by the State in accordance with Indiana Law when such alterations and/or relocations are done at State request.

Section VI

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Section VII

This agreement shall be binding upon the parties and their successors and assigns.

Section VIII

The Utility shall indemnify the State against any damage to the State's real estate interest resulting from any act or omission of the Utility.

Section IX

This subordination agreement has been approved by the office of the Attorney General by letter dated January 24, 1996 as a form contract under I.C. 4-13-2-14.3(e). Any changes to the contract terms must be approved by the Attorney General of Indiana.

IN WITNESS WHERE OF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

ATTEST:

(Utility Name)

(Secretary of Utility- Signature)

(Signature of Officer)

(Secretary's Name, Printed or Typed)

(Officer's Name, Printed or Typed)

(Officer's Position)

Date

ACKNOWLEDGEMENT

State of _____ County of _____ SS:
Before me, the undersigned Notary Public in and for said County and State, personally appeared

(Names and offices of signers of Utility)

(Name of Utility)

and acknowledged the execution of the forgoing contract on this _____ day of _____, 20____

Witness my hand and seal the said last day.

My Commission Expires: _____ day of _____, 20____

(Seal)

(Signature)

(Printed or Typed) (Notary Public)

(County of Residence)

THE STATE OF INDIANA
By the Indiana Department of Transportation

By:

David B. Holtz, Deputy Commissioner
Engineering Services and Design Support

Date

For: Michael B. Cline
Commissioner

ACKNOWLEDGEMENT

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared

David B. Holtz, The Deputy Commissioner of Engineering Services and Design Support of the

Indiana Dept of Transportation, and acknowledged the execution of the foregoing contract on this _____ day of _____, 20____

My Commission Expires: ____ day of _____, 20____

(Seal)

(Signature)

(Printed or Typed) (Notary Public)

(County of Residence)

This instrument was prepared by: Teresa Dashiell Giller, Attorney Number 17698-49A, 100 N. Senate Ave., Indianapolis, IN 46204, 317-232-6734 who affirms under penalties for perjury, that she has taken reasonable care to redact each Social Security number in this Document, unless required by law.

Approved for form and legality by:

Richard M. Bramer, Chief Counsel for
Attorney General Gregory F. Zoeller

Date

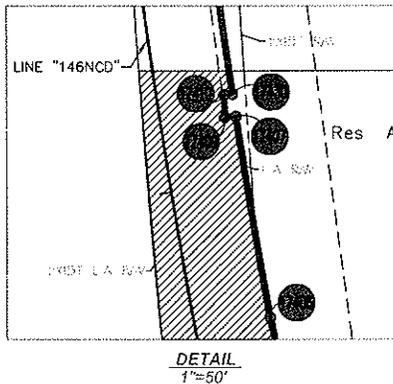
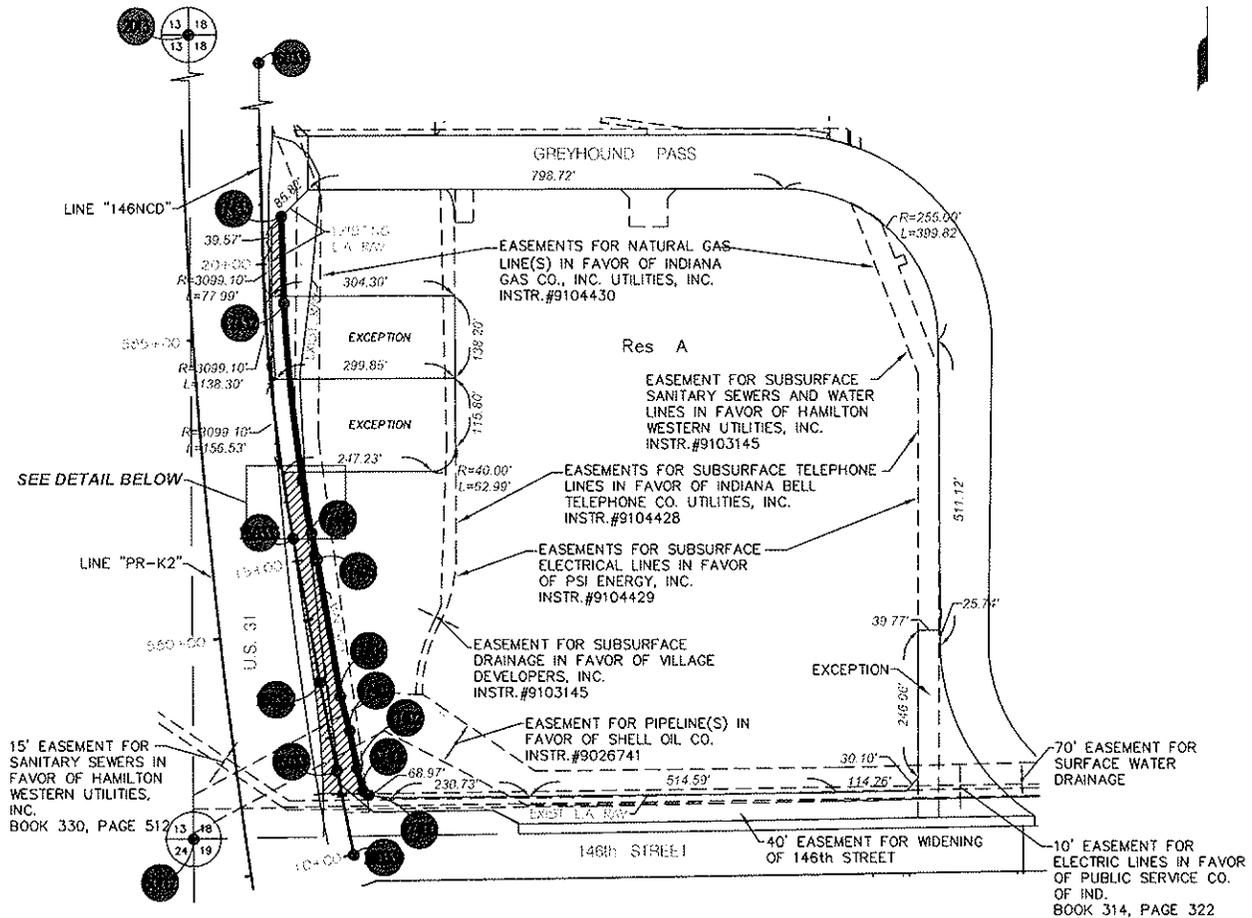
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

SHEET 1 OF 1

0 100 200

SCALE: 1" = 200'



COORDINATE CHART (FEET)						
POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
2013	REFER TO	L.C.R.S.*				
17409	43825.5919	50994.0209	577+07.15	213.09	Rt.	*PR-K2*
17401	43802.1501	50984.9915	577-15.00	205.00	Rt.	*PR-K2*
17402	43870.4486	50974.8624	577-55.00	200.00	Rt.	*PR-K2*
17403	43933.3028	50962.7750	578-20.00	196.00	Rt.	*PR-K2*
17404	43990.8806	50947.6505	578-80.00	188.00	Rt.	*PR-K2*
17405	44219.3616	50909.5269	581-15.00	175.00	Rt.	*PR-K2*
17406	44263.0145	50900.2698	15+41.17	31.57	Rt.	*LINE 146NCD*
17407	44347.3932	50892.5298	16+26.64	36.06	Rt.	*LINE 146NCD*
17409	44346.4270	50881.5720	16+27.36	27.09	Rt.	*LINE 146NCD*
17410	44355.8034	50881.2543	16+36.77	28.18	Rt.	*LINE 146NCD*
17430	44356.0919	50884.7370	16+36.53	31.57	Rt.	*LINE 146NCD*
17432	44648.0708	50855.2754	19+33.21	31.57	Rt.	*LINE 146NCD*
17433	44792.6880	50851.3142	19+33.59	159.07	Rt.	*PR-K2*
60112	REFER TO	L.C.R.S.*				
260339	43725.5362	50969.4321	10+00.00	0.00	--	*LINE 146NCD*
260531	43866.2538	50941.7745	11+43.41	0.00	--	*LINE 146NCD*
260332	43936.3468	50916.9323	12+65.66	0.00	--	*LINE 146NCD*
260333	44254.7714	50849.5746	15+38.56	0.00	--	*LINE 146NCD*
260334	44646.4371	50823.6470	19+33.21	0.00	--	*LINE 146NCD*

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES
* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

FRED L. BENGE DATE
REG. LAND SURVEYOR No. LS0408

OWNER: VILLAGE PARK PLAZA, LLC
PARCEL: 174
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 18 PROJECT: 0710215
TOWNSHIP: 18 NORTH DES. No.: 0600438
RANGE: 4 EAST CODE: 5300

HATCHED AREA IS THE APPROXIMATE TAKING
DRAWN BY: D. TRUEBLOOD DATE: 11-05-10
CHECKED BY: F. BENGE DATE: 11-XX-10
SPECIAL WARRANTY DEED INSTR.#200500046133 DATED: 07-01-2005
KEY No. 29-10-18-000-015.102-015 TAKING = 1.367 AC

SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS INSTRUMENT NO. 2009053314 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").