

**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>	May 29, 2024	<b>Meeting Date:</b>	June 3, 2024
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b>	Department of Planning & Engineering		
<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 approval and execution of Joint Use & Maintenance Agreement (JUMA) with INDOT for School Zone and Pedestrian Beacons located on SR 44			
<b>List Supporting Documentation Provided:</b>			
JUMA			
<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.*

**JOINT USE AND MAINTENANCE AGREEMENT**  
**Between**  
**THE INDIANA DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE City OF FRANKLIN**  
**Concerning**  
**SCHOOL ZONE ENHANCEMENTS**

This Joint Use and Maintenance Agreement (“**Agreement**”) 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 “**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**, INDOT had a project under Contract R-42815 (Des 1902763) that included the installation of ten (10) foot wide trails on State Road (“SR”) 44, on the north side, running from 139+85.00 east to an existing sidewalk section at 154+36.28, and on the south side, running from 151+27.83 east to existing sidewalk at 158+47.44 (collectively referred to as the “**Trails**”); and the installation of pushbutton operated flashing pedestrian crossing signals on SR 44, and painted crosswalk markings (hereinafter collectively referred to as the “**Project**”), as shown in more detail in **Exhibit A**, attached and incorporated herein; and

**WHEREAS**, the City desires to replace the existing INDOT owned flashing school zone beacons and incorporated school zone speed limit signs with flashing school zone beacons and incorporated school zone speed limit signs from the City’s inventory (hereinafter referred to as the “**School Speed Beacons**”) and has applied for an INDOT permit (T0000186168), depicted in **Exhibit B**, attached and incorporated herein; and

**WHEREAS**, the City has agreed to be solely responsible for the maintenance of the Project, and for the installation, operation, and maintenance of the School Speed Beacons (hereinafter, the “**Trails and Enhancements**”), and all associated costs; and

**WHEREAS**, INDOT has agreed to remove and take back into its inventory the existing flashing school zone beacons and to allow the installation of the new School Speed Beacons in state-owned or controlled right of way (“**ROW**”); and

**WHEREAS**, the Parties desire to delineate certain responsibilities and costs related to the installation, operation, and maintenance of the Trails and Enhancements; and

**WHEREAS**, it is of mutual interest for the Parties to cooperate in providing highway improvements and safety enhancements to SR 44 for the convenience and safety of pedestrians and the traveling public; and

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

## **I. PURPOSE AND TERM**

- 1.1. **Recitals.** The Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.
- 1.2. **Purpose.** The purpose of this Agreement is to delineate the costs and responsibilities for the installation, operation, and maintenance of the Trails and Enhancements.
- 1.3. **Term.**
  - A. **Effective date.** This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.
  - B. **Termination date.** This agreement shall be for a term of twenty (25) years) or the date any of the Trails and Enhancements are removed from the highway system, whichever occurs first. This agreement is subject to renewal upon the same terms for one renewal period of twenty-five (25) years.

## **ARTICLE II. CITY'S RESPONSIBILITIES**

- 2.1. **Financial Responsibilities.** The City shall have sole responsibility for all associated costs with future upgrades and maintenance of the Project, and for the installation, operation, and maintenance of the School Speed Beacons. To the extent permitted by law, in addition to the terms agreed upon pursuant to Section 4.22 of this Agreement, the City shall indemnify and hold INDOT harmless for any claims arising out of the Trails and Enhancements within the ROW.
- 2.2. **Use of State Right-of-Way.**
  - 2.2.1. Subject to the terms and conditions of this Agreement, INDOT grants permission to the City, its employees, and its contractors to enter upon the ROW for the sole and exclusive purposes of installing, inspecting, operating, maintaining, and repairing the Trails and Enhancements. The City shall notify INDOT of its intent of entering on to the ROW whenever doing so could affect flow of traffic or the safety of the traveling public on SR 44 at least ten (10) business days before commencing any such work. This includes routine maintenance and repair activities if traffic on SR 44 may be affected. Pursuant to applicable state and federal law, for highway facilities, INDOT must grant written permission for each entry into the ROW, which must be based on specific traffic control and/or worker safety plans. The city must apply for a ROW permit for all activities within the

ROW, including maintenance. Accordingly, as a condition precedent to giving effective notice, the City shall provide INDOT with all such traffic control and worker safety plans and other information as INDOT shall request or require in connection with granting such permission. The City shall not enter upon the ROW for work on the Trails and Enhancements until the City has received written approval from INDOT, which shall not be unreasonably withheld, to enter upon the ROW. INDOT shall only be required to approve the City's request to enter upon ROW for work on the Trail and Enhancements if the City's request is consistent with all applicable federal and state laws and this Agreement.

- 2.2.2.** Any use of the ROW permitted by this Agreement remains secondary to the interest of INDOT to use the ROW for highway or other transportation purposes. The City agrees that it shall surrender the ROW upon which the Trails and Enhancements are located, whether in part or in its entirety, if, in INDOT's discretion, the ROW or any portion thereof, is required for future expansion, modification, or maintenance of SR 44. The Parties understand that this Agreement does not: (1) grant any interest or other rights in the land, either temporarily or permanently; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for highway purposes in the future.

**2.3. Maintenance Responsibilities.** The City shall perform, or cause to be performed, all necessary routine maintenance for the Trails and Enhancements in accordance with all applicable state and federal laws, as well as INDOT standards, policies, and procedures relative to this Agreement. The City understands and agrees that if the Trails and Enhancements are damaged or need to be replaced, it is the City's responsibility to repair or replace the Trails and Enhancements within thirty (30) days. If the City has not repaired or replaced the Trails and Enhancements within thirty (30) days and INDOT deems it necessary that the Trails and Enhancements be repaired or replaced, INDOT will remove the damaged Trails and Enhancements at the City's expense. Maintenance activities performed on any of the Trails and Enhancements shall not create any adverse impact or interfere with the safety and travel of the motoring public.

- 2.3.1.** Future maintenance shall include but not be limited to:

- A. **Utility Services.** INDOT shall not be responsible for the costs of any fees or costs for utility services serving the Trails and Enhancements, now or in the future.
- B. **Planning out maintenance activities for the upcoming year.** On an annual basis, but no later than March 31st of each year, the City shall submit to the Seymour District Permit Manager ("Permit Manager") a maintenance plan for approval prior to commencement of any maintenance activities within the ROW. The maintenance plan shall identify the types of maintenance activities to be completed and an estimated schedule of when these activities will occur. The plan shall include a Maintenance of Traffic ("MOT") plan. The Permit



Manager shall promptly notify the City of any concerns or deficiencies in the plan.

- 2.3.2.** The City shall not erect any signs, sculptures, or structures within the ROW without the prior approval of INDOT. If the City wishes to install additional improvements within the ROW, prior to installation, the City shall apply for a permit, submit a design plan to INDOT's Seymour District for review and approval, and enter into an amendment to this Agreement.

**2.3.3. Removal of Trails and Enhancements.**

- A. Upon termination of the Agreement, the City may be required to remove the Trails and Enhancements upon INDOT's request. Failure to remove the Trails and Enhancements may result in INDOT removing the Trails and Enhancements and billing the City for the costs of removal.
- B. If INDOT determines, in its sole reasonable discretion, that the City is not adequately maintaining the Trails and Enhancements, or for any other justified reason (i.e., safety concerns for the motoring public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the City to remove or modify the Trails and Enhancements at the City's expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public), INDOT will provide ninety (90) days written notice to the City that the Trails and Enhancements must be removed or modified. If the Trails and Enhancements are not removed or modified to INDOT's satisfaction within ninety (90) days of issuance of notice under this section, INDOT may remove the Trails and Enhancements and bill the City for the costs of removal.
- C. The City understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the Trails and Enhancements for any reason.

**ARTICLE III. INDOT'S RESPONSIBILITIES**

- 3.1. Financial Responsibilities.** Under no circumstances shall INDOT be responsible for any costs associated with the operation, maintenance, improvements, or removal of the Trails and Enhancements.
- 3.2. Project Responsibilities.** INDOT shall be responsible for removing the existing flashing school zone beacons and placing them back into its inventory. Under no circumstances shall INDOT be responsible for any work associated with the installation or operation of the School Zone Beacons. INDOT shall have approval authority for the City's improvements and maintenance of the Trails and Enhancements located within the ROW. Such review and approval shall be completed in a reasonable period of time.

- 3.3. **Future Maintenance.** INDOT shall have no maintenance responsibilities regarding the Trails and Enhancements. In the event the City fails to timely complete any necessary repairs or maintenance to the Trails and Enhancements, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs or maintenance of the Trails and Enhancements and invoice the City for the total cost of the repair. The City shall pay each invoice within thirty (30) days of issuance of the invoice. If INDOT or its contractors damage the Trails and Enhancements during maintenance activities that fall under this section, INDOT has no responsibility to repair or to compensate the City for the cost of repairs.

#### **ARTICLE IV. GENERAL PROVISIONS**

4.1. **Access to Records.** The City shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The City agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the City in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. **Assignment; Successors.** [OMITTED – NOT APPLICABLE.]

4.3. **Assignment of Antitrust Claims.** As part of the consideration for this Agreement, the City assigns to the State all right, title and interest in and to any claims the City now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

4.4. **Audits.** The City acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

4.5. **Authority to Bind the City.** The signatory for the City represents that he/she has been duly authorized to execute this Agreement on behalf of the City and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the City when his/her signature is affixed and accepted by the State.

4.6. **Changes in Work.** The City shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

4.7. **Certification for Federal-Aid Contracts Lobbying Activities.** The City certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the City 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 City, 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 agreements, 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 agreement, 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 such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The City also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients 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.

#### 4.8. **Compliance with Laws.**

- A. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the City to determine whether the provisions of this Agreement require formal modification.
- B. The City 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 IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the City has knowledge, or would have acquired knowledge with reasonable inquiry, 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 shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the City or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the City. In addition, the City may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. **[OMITTED – NOT APPLICABLE.]**

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The City warrants that the City and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

1. The City and any principals of the City certify that:

(A) the City, 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 City will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2. The City and any principals of the City certify that an affiliate or principal of the City and any agent acting on behalf of the City or on behalf of an affiliate or principal of the City, except for de minimis and nonsystematic violations,

(A) 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 Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. **Condition of Payment.** [OMITTED – NOT APPLICABLE.]

4.10. **Confidentiality of State Information.** [OMITTED – NOT APPLICABLE.]

4.11. **Continuity of Services.** [OMITTED – NOT APPLICABLE.]

4.12. **Debarment and Suspension.**

- A. The City certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means 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 City.
- B. The City certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The City shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT’s request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

**4.13. Default by State. [OMITTED – NOT APPLICABLE.]**

**4.14. Disputes. [OMITTED – NOT APPLICABLE.]**

**4.15. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the City hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The City will give written notice to the State within ten (10) days after receiving actual notice that the City, or an employee of the City, in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the City certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City’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 its employees of (1) the dangers of drug abuse in the workplace; (2) the City’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 City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing 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.

**4.16. Employment Eligibility Verification.** As required by IC §22-5-1.7, the City swears or affirms under the penalties of perjury that the City does not knowingly employ an unauthorized alien. The City further agrees that:

- A. The City shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The City is not required to participate should the E-Verify program cease to exist. Additionally, the City is not required to participate if the City is self-employed and does not employ any employees.
- B. The City shall not knowingly employ or contract with an unauthorized alien. The City shall not retain an employee or contract with a person that the City subsequently learns is an unauthorized alien.
- C. The City shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the City that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The City agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the City fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**4.17. Employment Option. [OMITTED – NOT APPLICABLE.]**

**4.18. Force Majeure.** In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**4.19. Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**4.20. Governing Laws.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]**

**4.22. Indemnification.** The City agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the City, including any claims arising out of any law, ordinance, order or decree. INDOT shall not provide indemnification to the City. The City agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the City shall default under the provisions of this Section.

**4.23. Independent Entity; Workers’ Compensation Insurance.** The City is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The City shall provide all necessary unemployment and workers’ compensation insurance for the City’s employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

**4.24. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]**

**4.25 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]**

**4.26. Insurance.** The City shall cause and require the contractors installing or maintaining the School Zone Enhancements to secure and keep in force during the term of this Agreement the insurance coverages specified in the 2024 INDOT Standard Specifications.

**4.27. Key Person(s). [OMITTED – NOT APPLICABLE.]**

**4.28. Licensing Standards. [OMITTED – NOT APPLICABLE.]**

**4.29. Merger & Modification.** This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by the necessary parties.

**4.30. Minority and Women’s Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]**

**4.31. Non-Discrimination.**

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the City covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The City certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the City or any subcontractor.
- B. INDOT is a recipient of federal funds, and therefore, where applicable, the City and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The City agrees that if the City employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the City will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The City complies 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 Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the City, for itself, its assignees, and successors in interest (hereinafter referred to as the "the City") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The City shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  2. Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
  3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
  4. Information and Reports: The City shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses furnish this information, the City shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the City under the Agreement until the City complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The City shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

**4.32. Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For INDOT:**

Linnea Wellings, PE  
Seymour Special Projects Engineer  
185 Agrico Lane  
Seymour, IN 47274  
Cell Phone: 812-525-4137  
Email: [LWellings@indot.IN.gov](mailto:LWellings@indot.IN.gov)

**With Copy To:**

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204

**B. For the City:**

Mark A. Richards, PE  
City Engineer  
70 E Monroe Street  
Franklin, IN 46131  
Phone: 877-736-3631 Ext. 1260  
Email: [mrichards@franklin.in.gov](mailto:mrichards@franklin.in.gov)

**4.33. Order of Precedence; Incorporation by Reference.** [OMITTED – NOT APPLICABLE.]

**4.34. Ownership of Documents and Materials.** [OMITTED – NOT APPLICABLE.]

**4.35. Payments.** [OMITTED – NOT APPLICABLE.]

**4.36. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1. Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**4.37. Progress Reports.** [OMITTED – NOT APPLICABLE.]

**4.38. Prohibited Telecommunications and Video Surveillance Equipment and Services.** In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the City is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The City shall be responsible for ensuring that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

**4.39. Public Record.** The City acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

**4.40. Renewal Option.** This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

**4.41. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

**4.42. Status of Claims.** The City shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the City resulting from services performed under this Agreement.

**4.43. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**4.44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the City or its contractors as a result of this Agreement.

**4.45. Termination for Convenience.** This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination is affected by delivery to the City of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

**4.46. Termination for Default. [OMITTED – NOT APPLICABLE.]**

**4.47. Travel. [OMITTED – NOT APPLICABLE.]**

**4.48. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the City shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the City's negligent performance of any of the services furnished under this Agreement.

**4.49. Work Standards. [OMITTED – NOT APPLICABLE.]**

**4.50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: None.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, 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 Party 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 Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTR\\_CTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL)

**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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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:

\_\_\_\_\_  
Kenneth Austin

\_\_\_\_\_  
Jennifer Price

\_\_\_\_\_  
Josh Prine

\_\_\_\_\_  
Anne McGuinness

\_\_\_\_\_  
Irene Nalley

\_\_\_\_\_  
Shawn Taylor

\_\_\_\_\_  
Todd Shuck

Attest:

\_\_\_\_\_  
Jan Jones, City Clerk Treasurer

Voting Opposed:

\_\_\_\_\_  
Kenneth Austin

\_\_\_\_\_  
Jennifer Price

\_\_\_\_\_  
Josh Prine

\_\_\_\_\_  
Anne McGuinness

\_\_\_\_\_  
Irene Nally

\_\_\_\_\_  
Shawn Taylor

\_\_\_\_\_  
Todd Shuck

**STATE OF INDIANA**  
**Indiana Department of Transportation**

**Recommended for approval by:**

\_\_\_\_\_  
Anthony K. McClellan  
Seymour District Deputy Commissioner

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

Executed By:

\_\_\_\_\_(FOR)  
Michael Smith  
Commissioner

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



## APPROVALS

*[State approvals are electronic – see attached confirmation page.]*

STATE OF INDIANA  
Budget Agency

By: (FOR)  
Joseph M. Habig, Acting 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

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

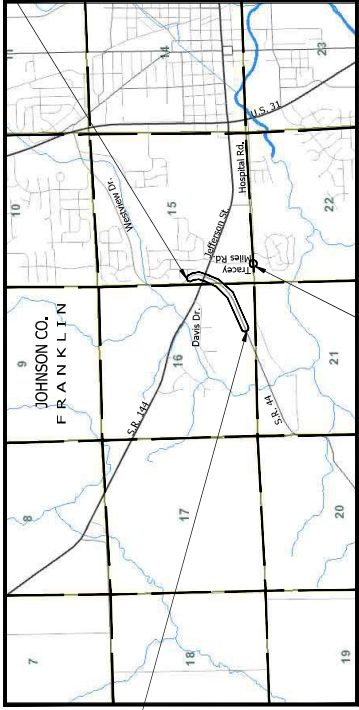
INDIANA DEPARTMENT  
OF TRANSPORTATION



PEDESTRIAN ACCESS IMPROVEMENTS  
ALONG SR 44 AND WESTVIEW DRIVE

PROJECT NO. 1902763 PE  
1902763 R/W  
1902763 CONSTR

Project Description  
Pedestrian Access Improvements on S.R. 44, Westview Dr. and Commons Way  
in Sections 15, 16, & 22, T-12-N, R-4-E, Franklin Township, Johnson County, Indiana.



END PROJECT  
STA. 16+00.00 "C"

BEGIN PROJECT  
STA. 139+85.00 "B"

GROSS LENGTH:	0.49 MI.	WESTVIEW DR.	COMMONS WAY
NET LENGTH:	0.49 MI.		
MAX. GRADE:	8.0%		

APPROVED BY:

STEVE BARNETT  
MAYOR, CITY OF FRANKLIN

LISA JONES  
BOARD OF WORKS

BOB SWINEHAMER  
BOARD OF WORKS

MARK A. RICHARDS, P.E.  
CITY ENGINEER & ERC

WAYNE RHOADES  
CLERK TREASURER

PLANS PREPARED BY

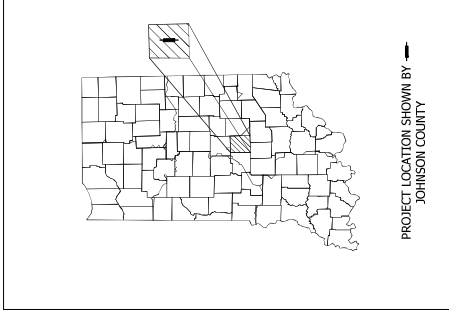


TRANSPORTATION &  
DEVELOPMENT CONSULTANTS  
10000 BEECH GROVE, N.E. 46107  
(317) 780-1555  
CROSSROADENGINEERS.COM

PROJECT	DESIGNATION
1902763	1902763
CONTRACT	R-4815

DESIGN DATA	SR 44	Westview Dr.
DESIGN SPEED	20 M.P.H.	20 M.P.H.
PROJECT DESIGN CRITERIA	NEW CONSTRUCTION (NON-FREEWAY)	NEW CONSTRUCTION (NON-FREEWAY)
DESIGN CLASSIFICATION	RURAL/URBAN	RURAL/URBAN
TERMINI	LEVEL	LEVEL
ACCESS CONTROL	NONE	NONE

Commons Way
NEW CONSTRUCTION (NON-FREEWAY)
SIDEWALK
BIKEWAY
LEVEL
NONE



PROJECT LOCATION SHOWN BY  
JOHNSON COUNTY

LATITUDE: 39° 28' 56" N LONGITUDE: 86° 05' 00" W

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DAT 2022  
TO BE USED WITH THESE PLANS

DESIGNATION	1902763
SURVEY BOOK	
CONTRACT	
PROJECT	
REVISIONS	

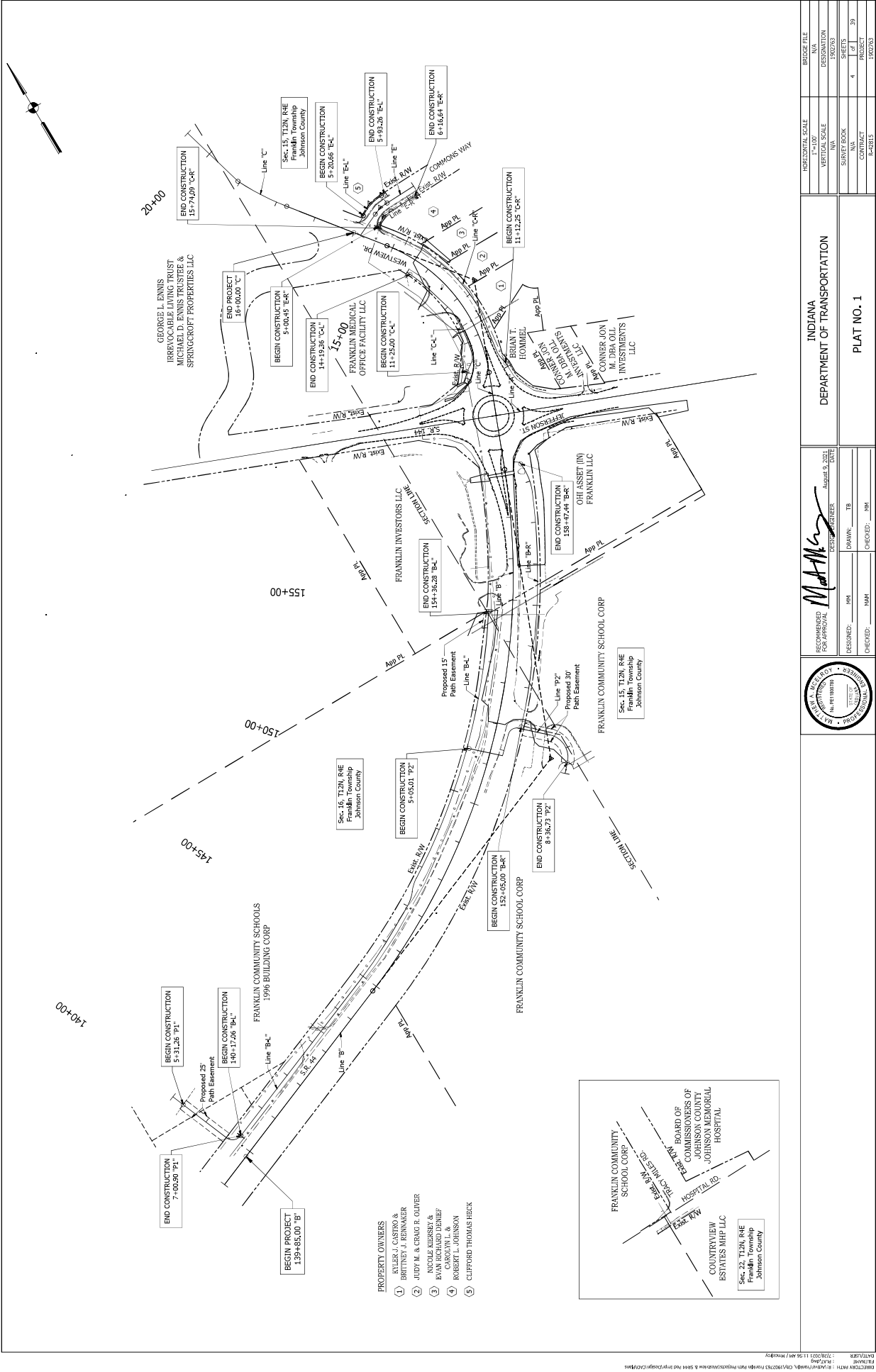
PLANS PREPARED BY:	CROSSROAD ENGINEERS, P.C.
CERTIFIED BY:	(Signature)
APPROVED FOR LETTING:	N/A The City of Franklin is a Certified LPA
PHONE NUMBER	(317) 780-1555
DATE	August 9, 2021



INDIANA DEPARTMENT OF TRANSPORTATION	
DESIGNATION	1902763
SURVEY BOOK	
CONTRACT	
PROJECT	
REVISIONS	



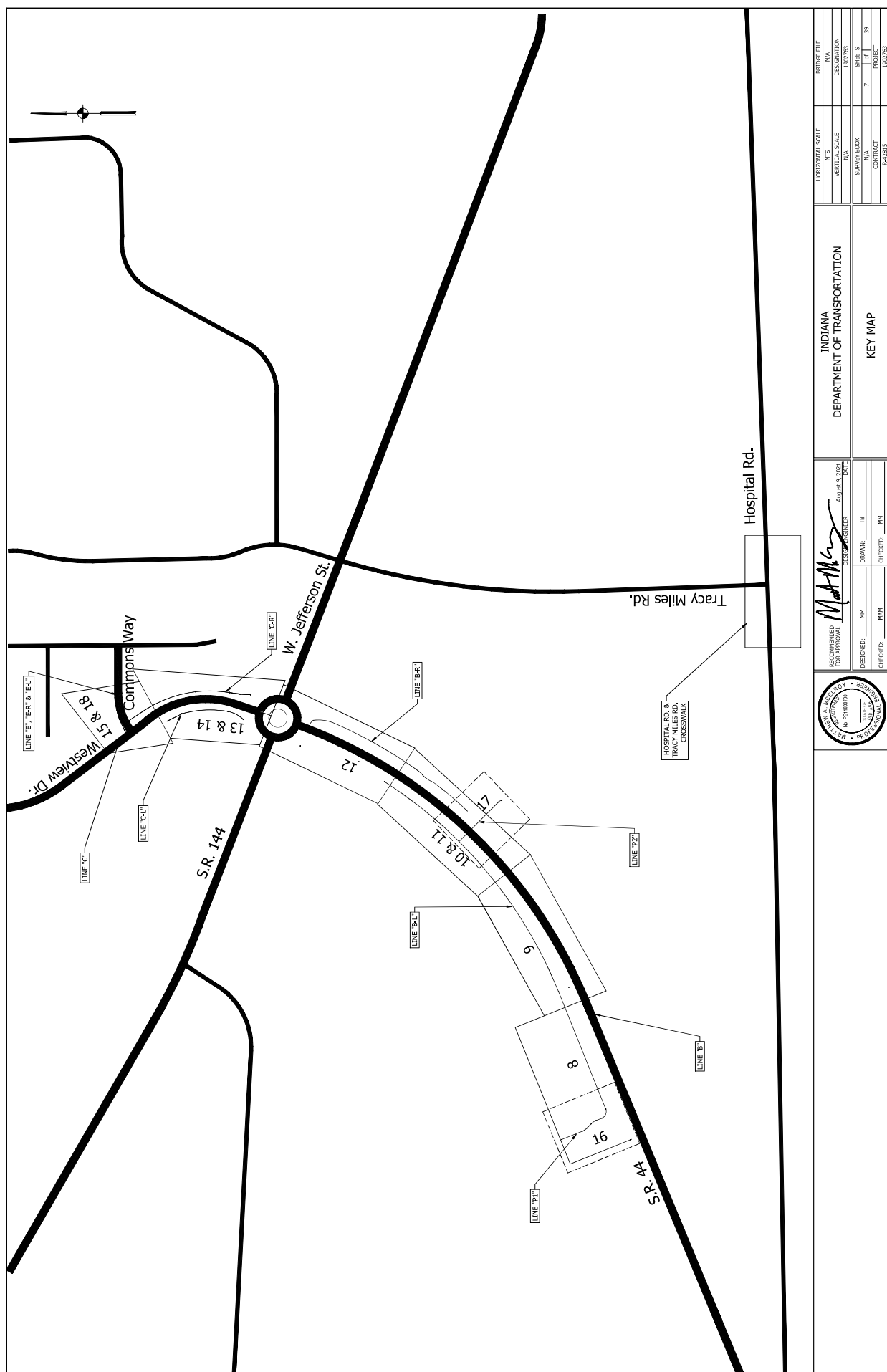




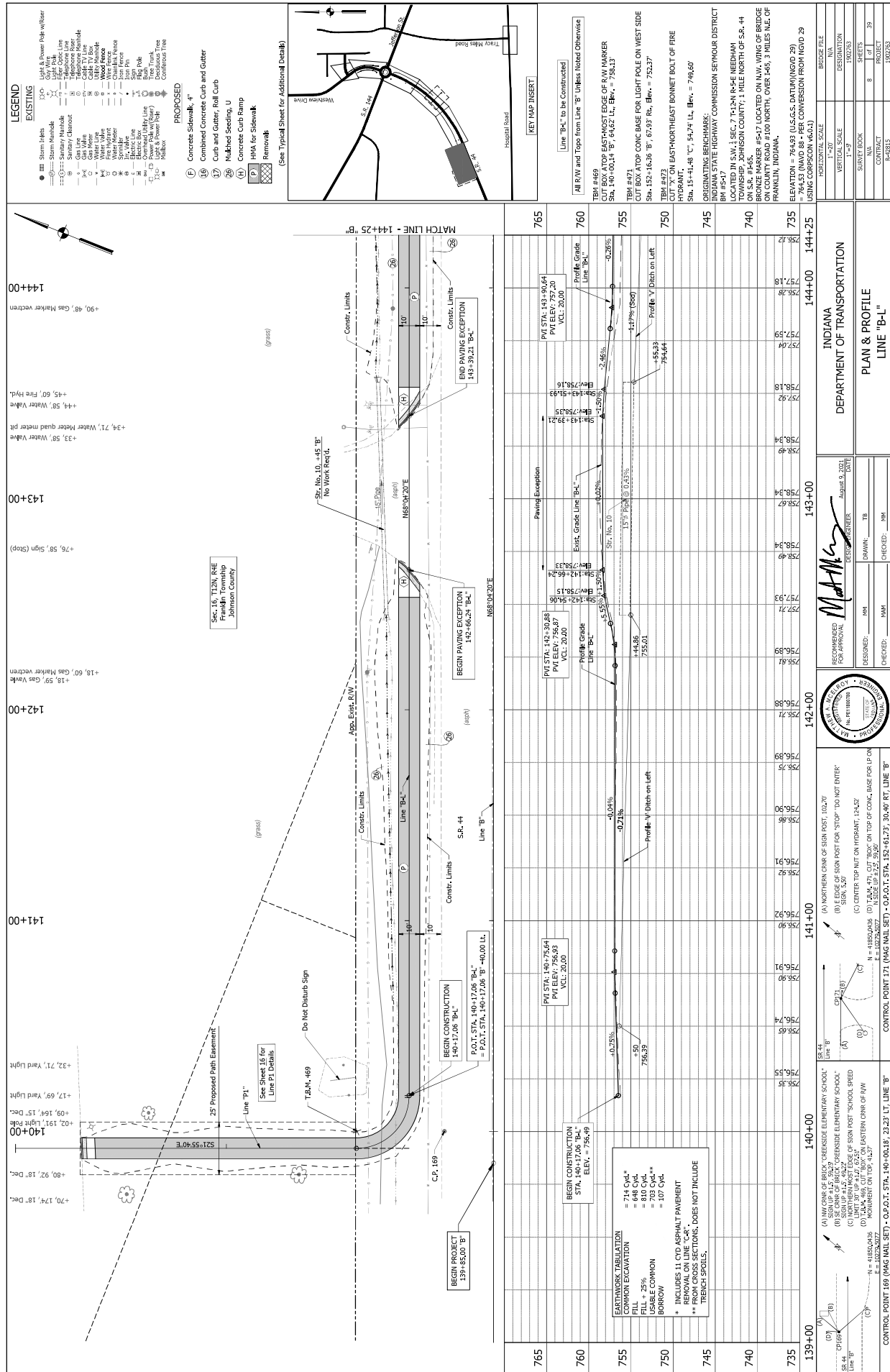
INDIANA DEPARTMENT OF TRANSPORTATION		BRIDGE FILE	
RECOMMENDED FOR APPROVAL		DESIGNATION	
DESIGNED: DMR		SURVEY BOOK	
DRAWN: TB		SHEETS	
CHECKED: NM		PROJECT	
DATE		R-ASSETS	
August 9, 2011		1302/83	
KENT REEBER		1302/83	
PLAT NO. 1		1302/83	

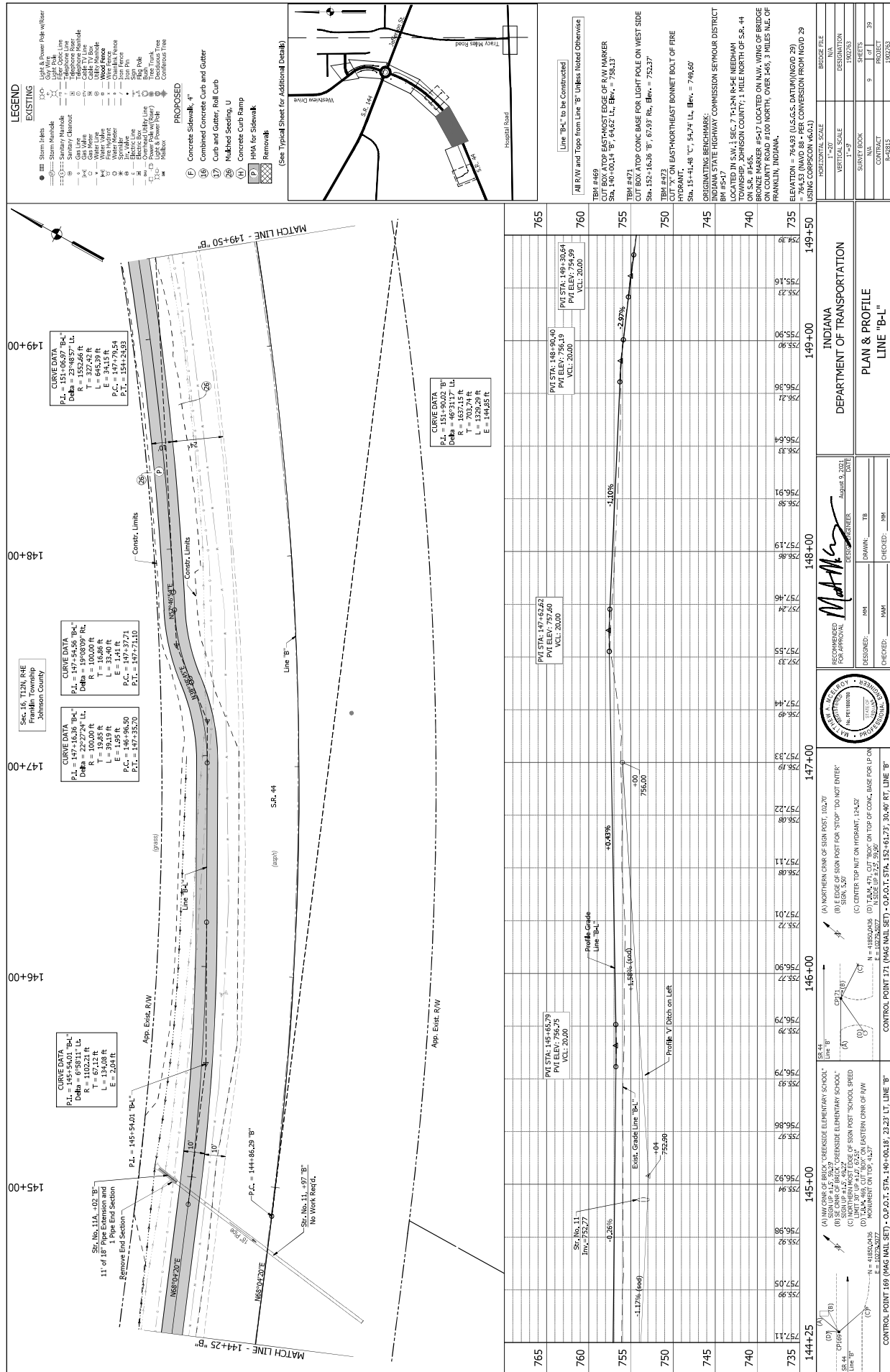


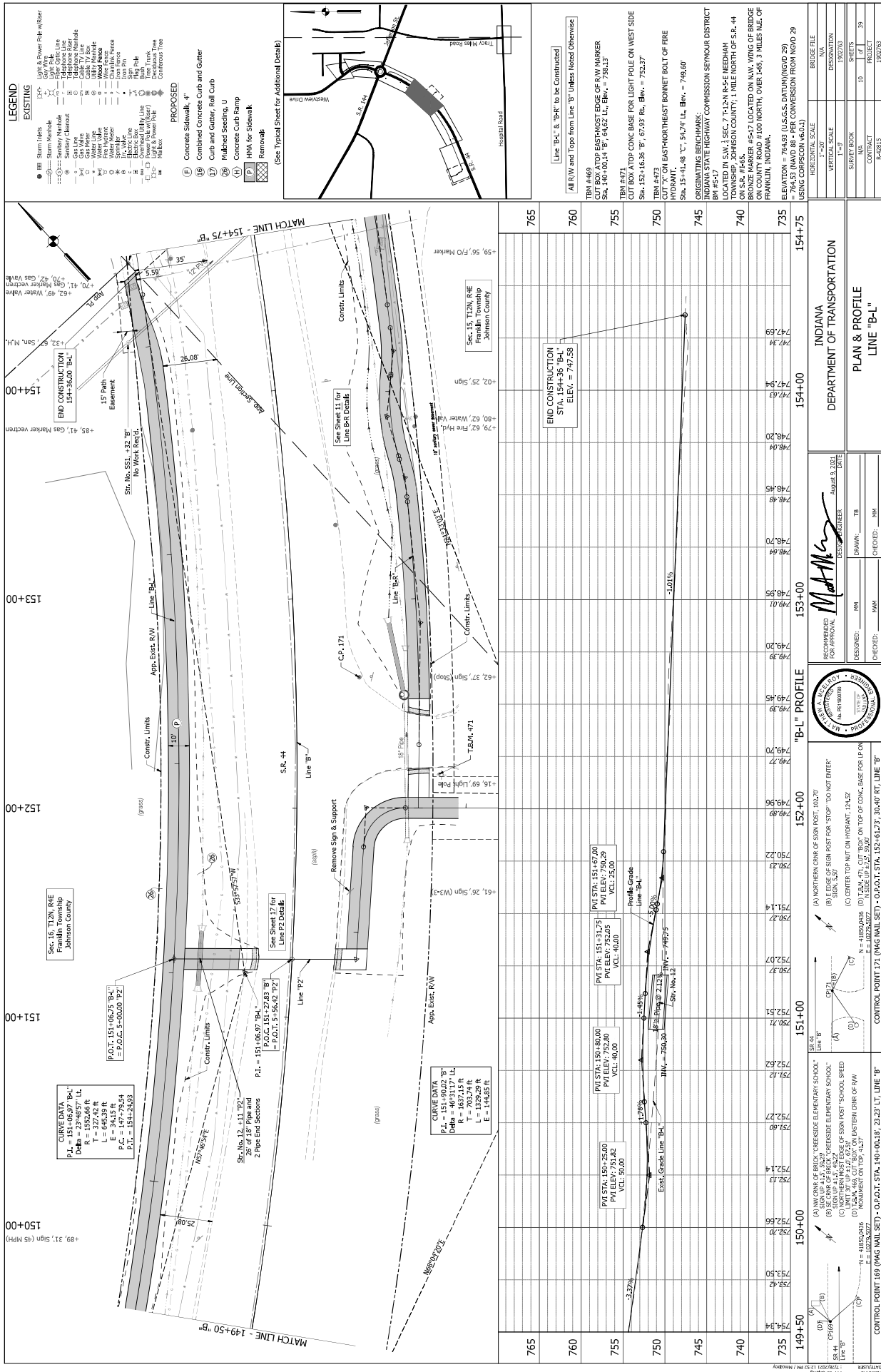








[illegible]



- LEGEND**
- EXISTING**
- Storm Inlets
  - Sanitary Manhole
  - Gas Line
  - Water Line
  - Electric Line
  - Telephone Line
  - Light Pole
  - Sign Pole
  - Back Sight
  - Intermediate Sight
  - Fore Sight
  - Obstructed Sight Line
  - Light & Power Pole
  - Confined Time
- PROPOSED**
- Concrete Sidewalk, 4"
  - Combined Concrete Curb and Gutter
  - Curb and Gutter, Roll Curb
  - Mulched Seeding, U
  - Concrete Curb Ramp
  - MM for Sidewalk
  - Removals

See Typical Sheet for Additional Details

Line "B-L" to be Constructed

All RW and Topo from Line "B" Unless Noted Otherwise

TBM #469  
CUT BOX ATOP EASTMOST EDGE OF R/W MARKER  
Sta. 149+00.14 "B", 54.62' LL, Elev. = 753.13

TBM #471  
CUT BOX ATOP CONC BASE FOR LIGHT POLE ON WEST SIDE  
Sta. 152+16.35 "B", 67.93' RL, Elev. = 753.37

TBM #473  
CUT "X" ON EASTNORTHEAST BOMMET BOLT OF FIRE  
HYDRANT  
Sta. 15+14.48 "C", 54.74' LL, Elev. = 749.80

ORIGINATING BENCHMARK:  
INDIANA STATE HIGHWAY COMMISSION SEYMOUR DISTRICT  
BENCH MARK #547  
LOCATED IN S.W. 1/4 SEC. 7 T4.24N R-5E NEEDHAM  
TOWNSHIP, JOHNSON COUNTY, 1 MILE NORTH OF S.R. 44  
BRIDGE MARKER #547 LOCATED ON N.W. VING OF BRIDGE  
ON COUNTY ROAD #100 NORTH, OVER I-46, 3 MILES NE OF  
FRANKLIN, INDIANA.

ELEVATION = 764.93 (U.S.G.S. DATUM) (NGVD 29)  
= 764.53 (NAVD 88) - PER CONVERSION FROM NGVD 29  
USING CORPS CON. #40.1

BRIDGE FILE

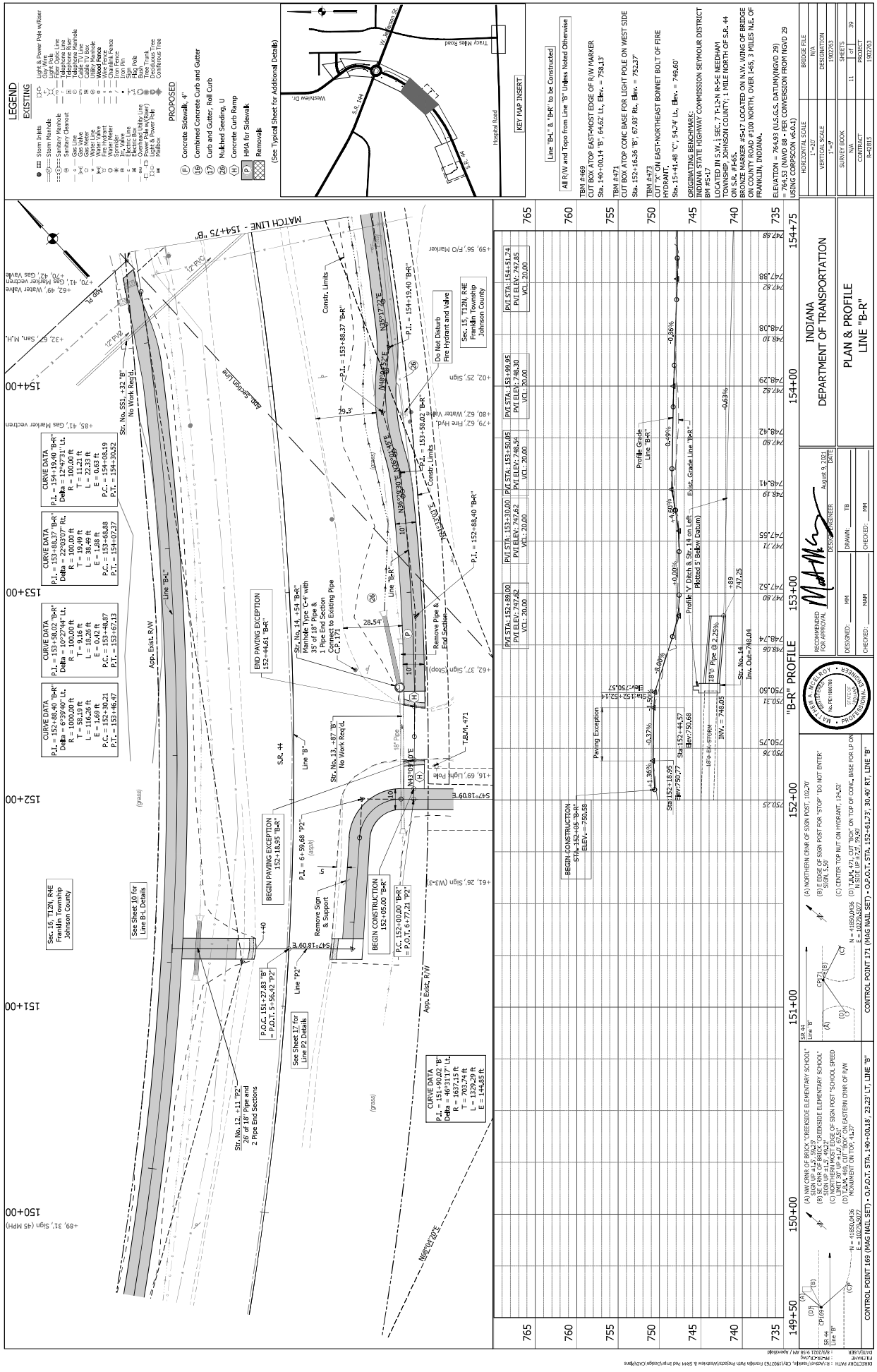
VERTICAL SCALE  
1" = 20'

SURVEY BOOK  
N/A

SHEETS  
13 of 35

PROJECT  
CONTRACT

DATE  
10/2/93



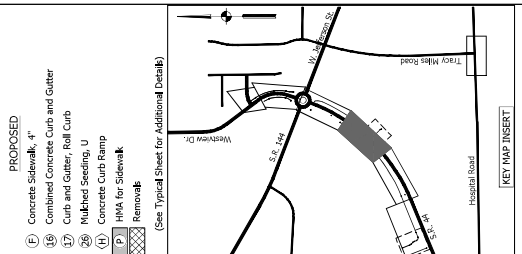
**LEGEND**

**EXISTING**

- Storm Inlets
- Sanitary Manhole
- Gas Line
- Water Line
- Electric Line
- Telephone Line
- Light Pole
- Sign Pole
- Drainage Ditch
- Grass
- Asphalt
- Concrete
- Gravel
- Fill
- Removal

**PROPOSED**

- Concrete Sidewalk, 4"
- Combined Concrete Curb and Gutter
- Curb and Gutter, Roll Curb
- Mulched Seeding, U
- Concrete Curb Ramp
- MM for Sidewalk
- Removal



**INDIANA**  
**DEPARTMENT OF TRANSPORTATION**

**PLAN & PROFILE**  
**LINE "B-R"**

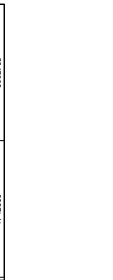
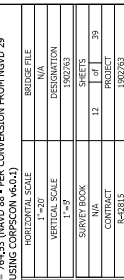
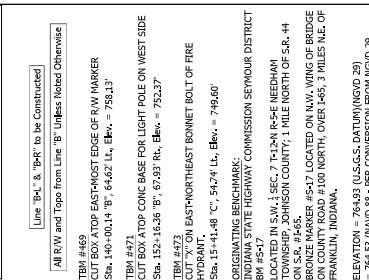
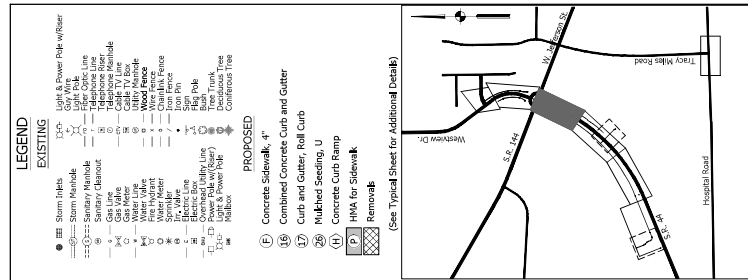
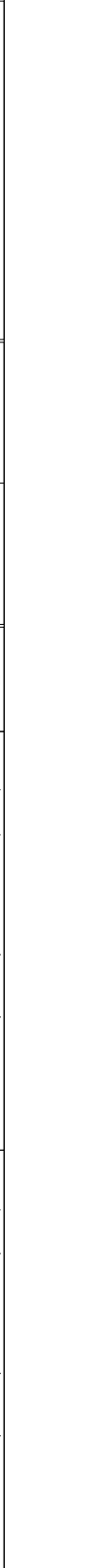
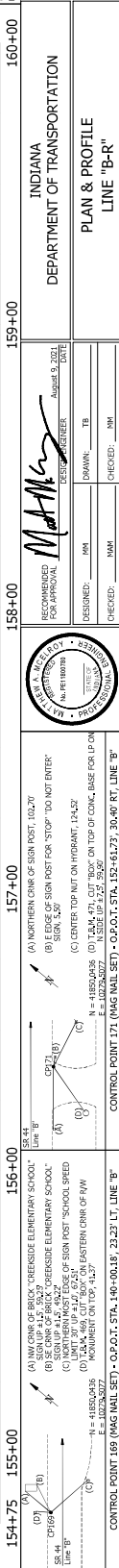
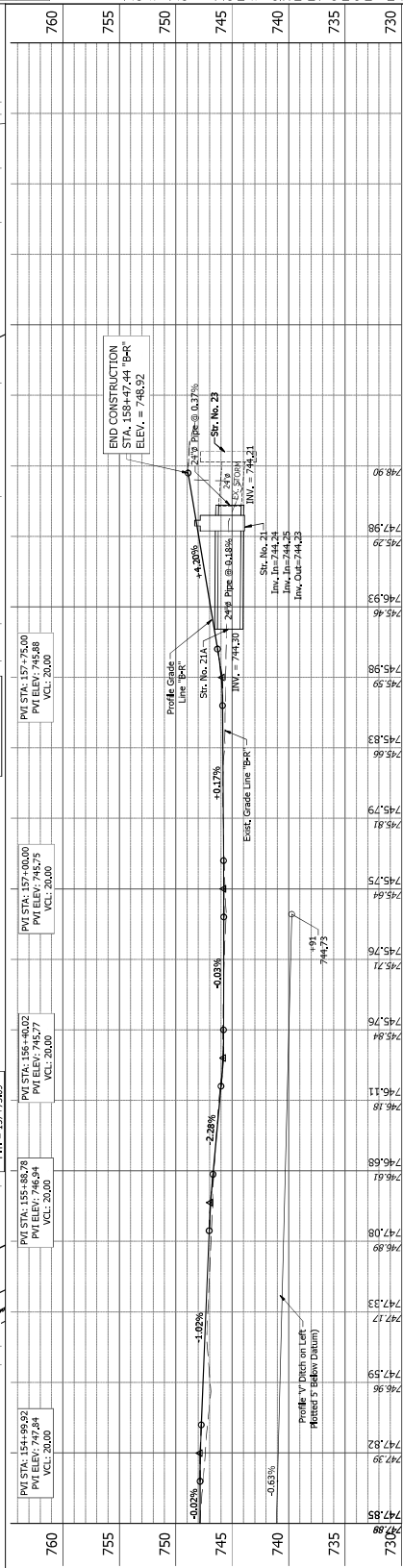
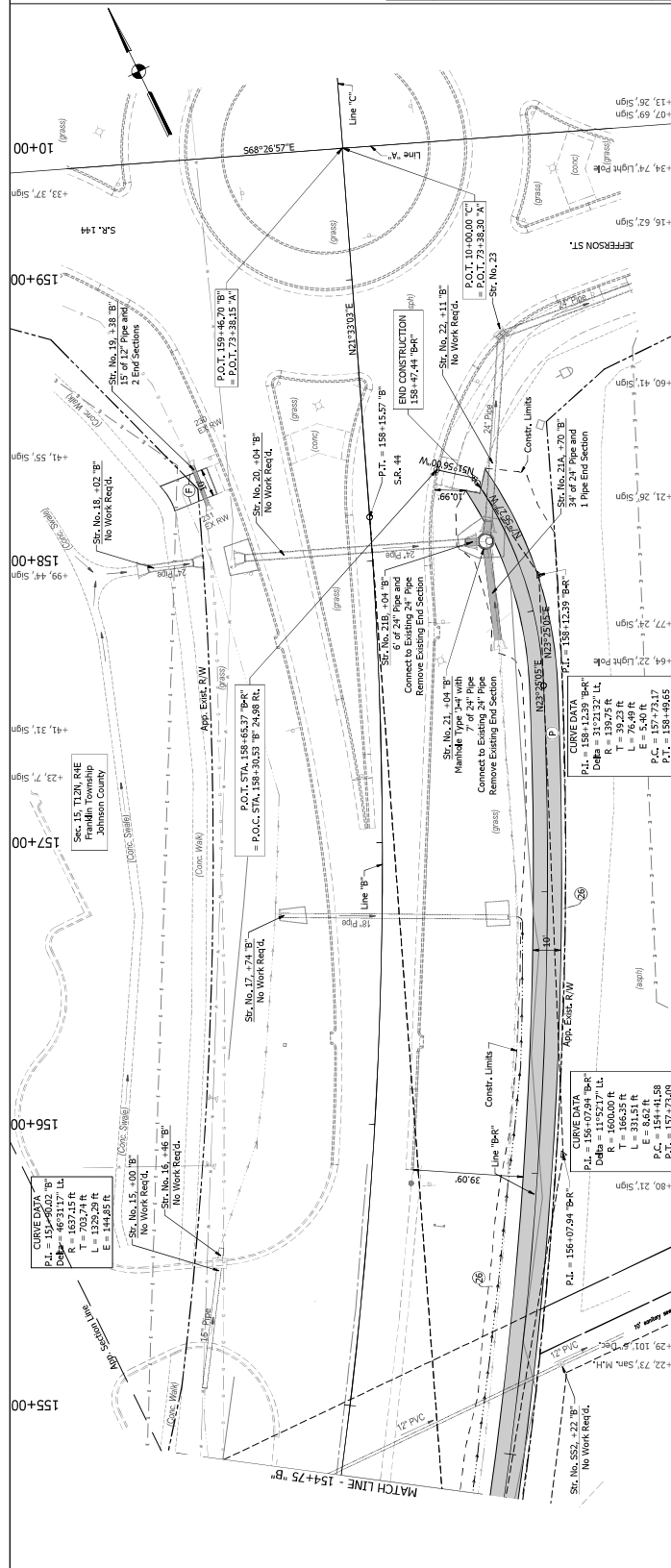
**RECOMMENDED FOR APPROVAL**  
August 9, 2021  
KERRY KEEFER, DISTRICT ENGINEER

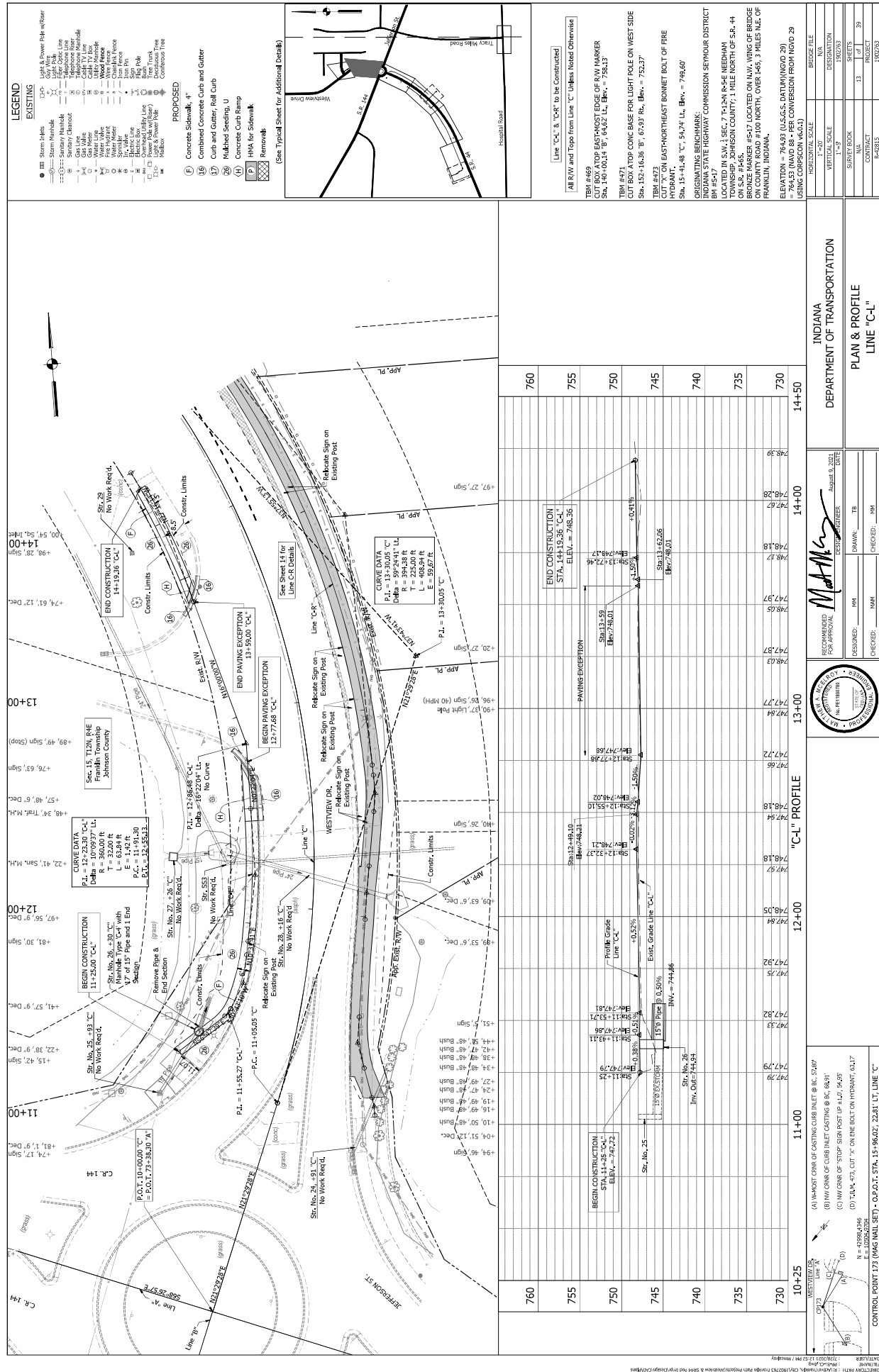
**DESIGNED:** MM  
**CHECKED:** MM

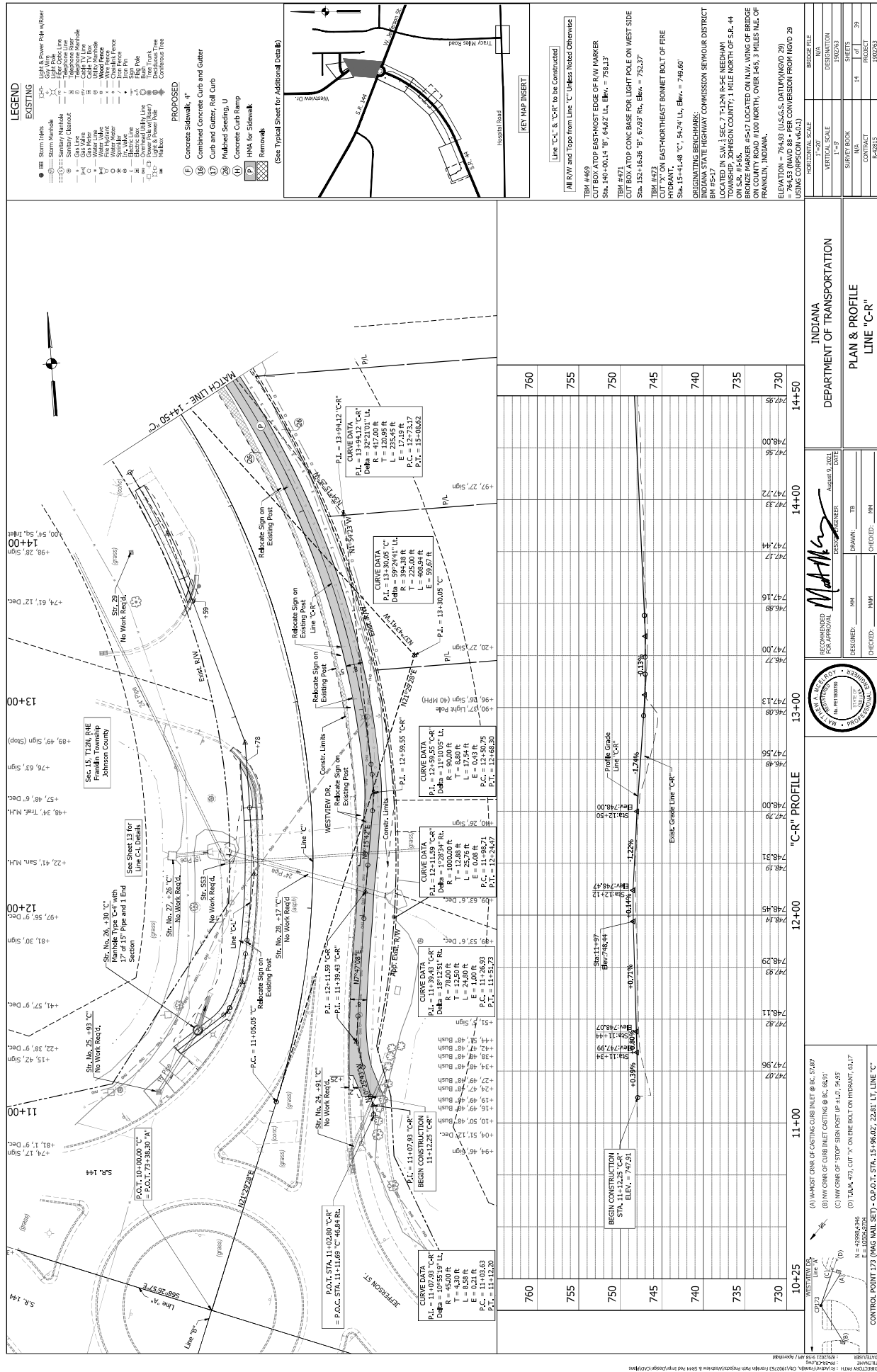
**DATE:** 11/18/2019  
**SCALE:** 1" = 40'

**PROJECT:** 1302/23

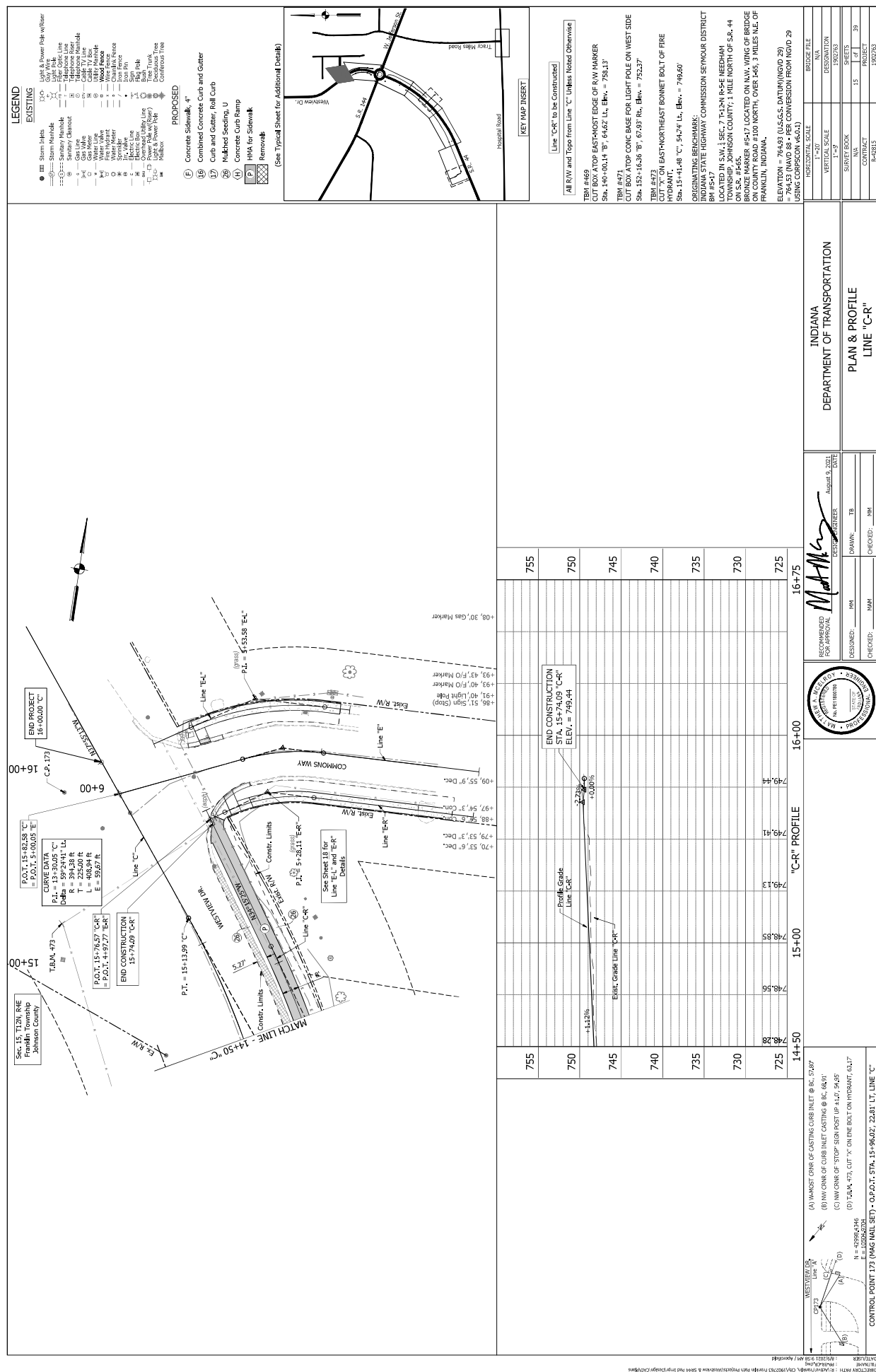
STATION	ELEVATION	GRADE	VERTICAL CURVE DATA
149+50	735.00	-0.37%	<b>VERTICAL CURVE DATA</b> PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00 PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00
150+00	740.00	-0.37%	
150+50	745.00	-0.37%	
151+00	750.00	-0.37%	
151+50	755.00	-0.37%	
152+00	760.00	-0.37%	<b>VERTICAL CURVE DATA</b> PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00 PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00
152+50	765.00	-0.37%	
153+00	770.00	-0.37%	
153+50	775.00	-0.37%	
154+00	780.00	-0.37%	
154+75	785.00	-0.37%	<b>VERTICAL CURVE DATA</b> PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00 PVI STA: 153+00.00 PVI ELEV: 742.50 VCL: 20.00
154+25	780.00	-0.37%	
154+75	775.00	-0.37%	
154+75	770.00	-0.37%	
154+75	765.00	-0.37%	



[illegible]

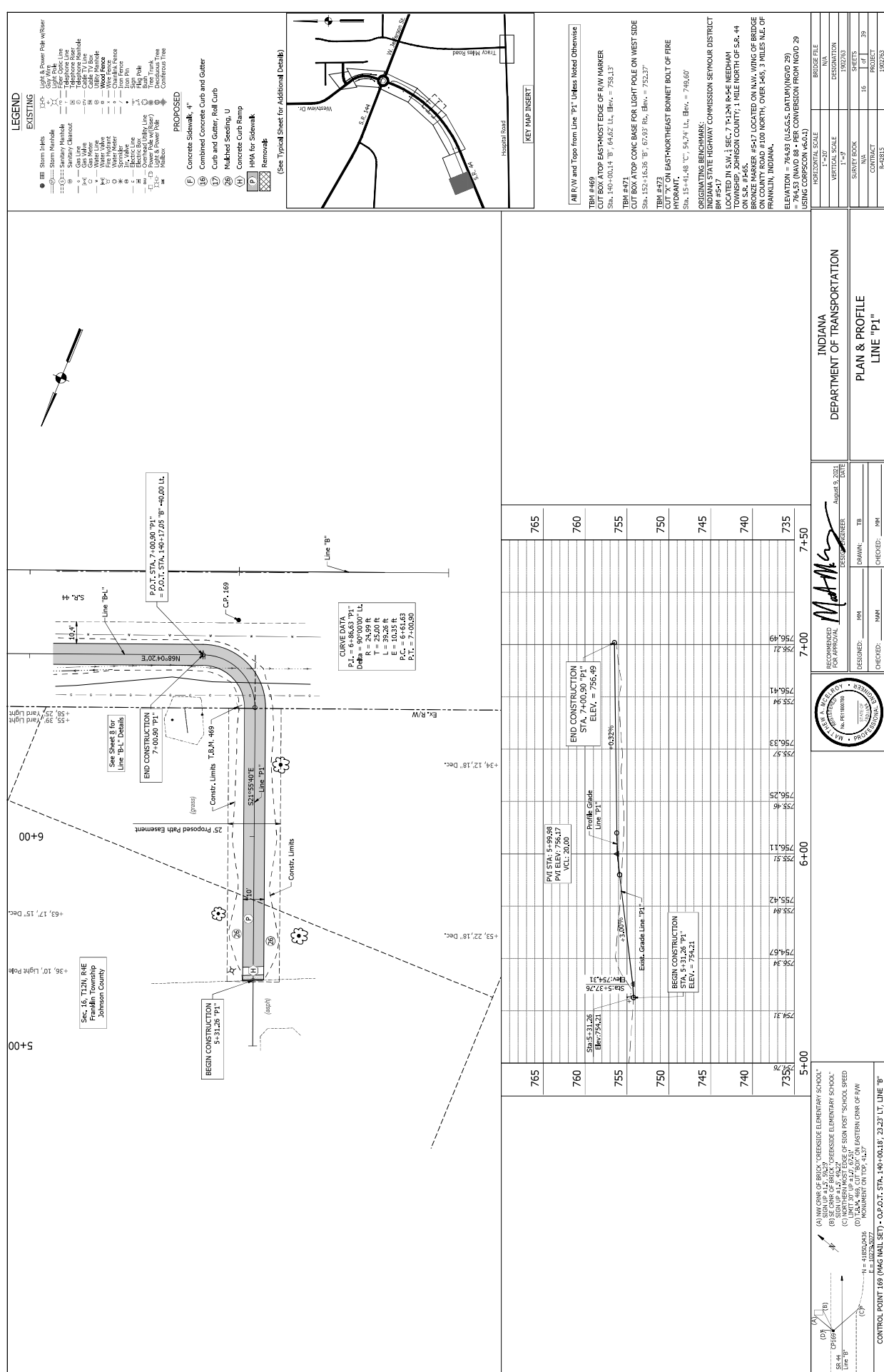


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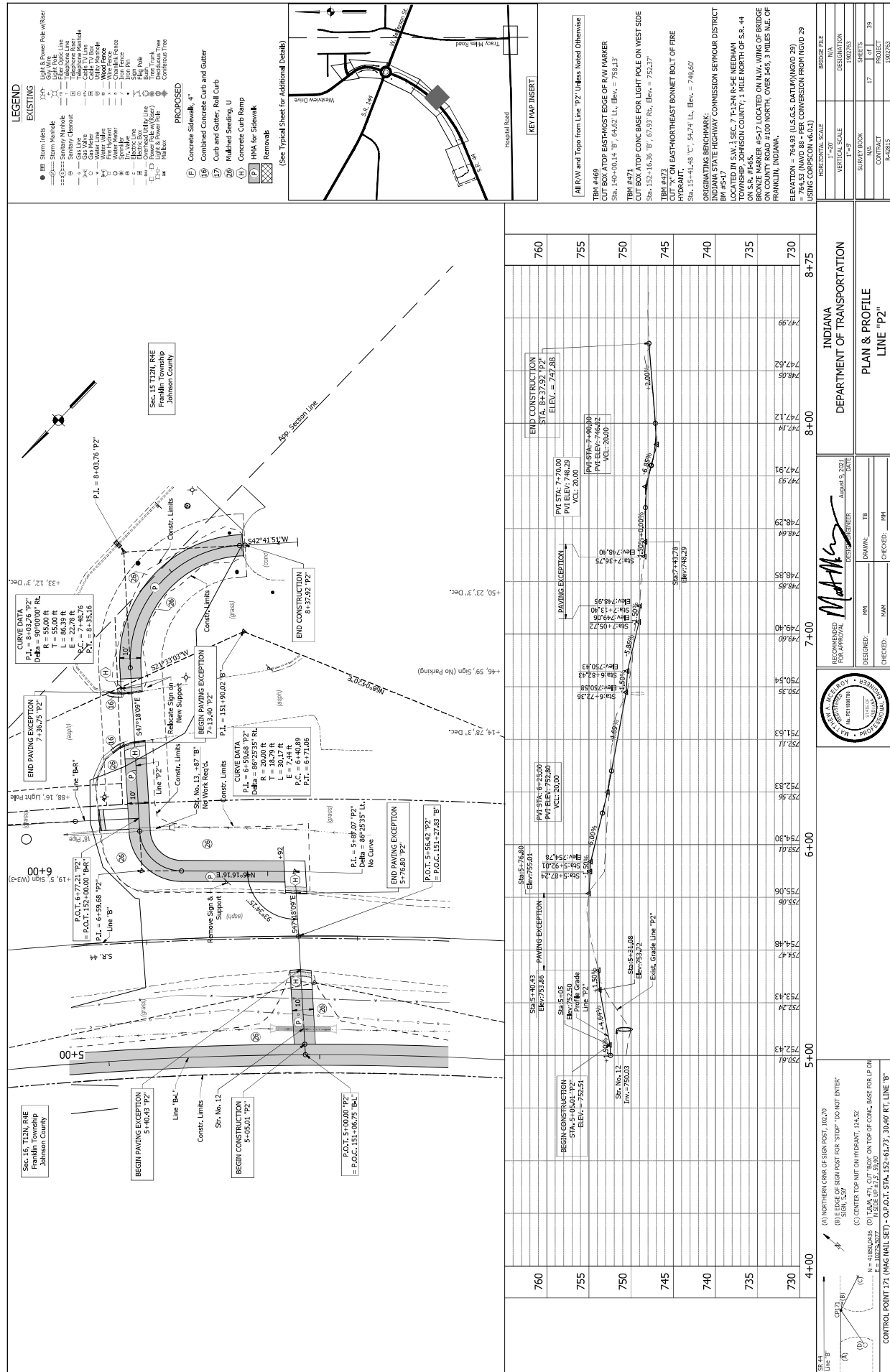


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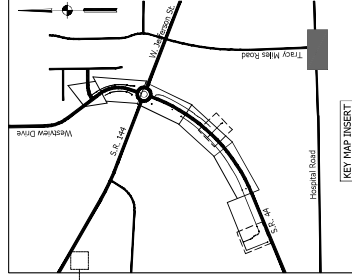
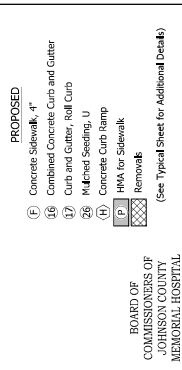


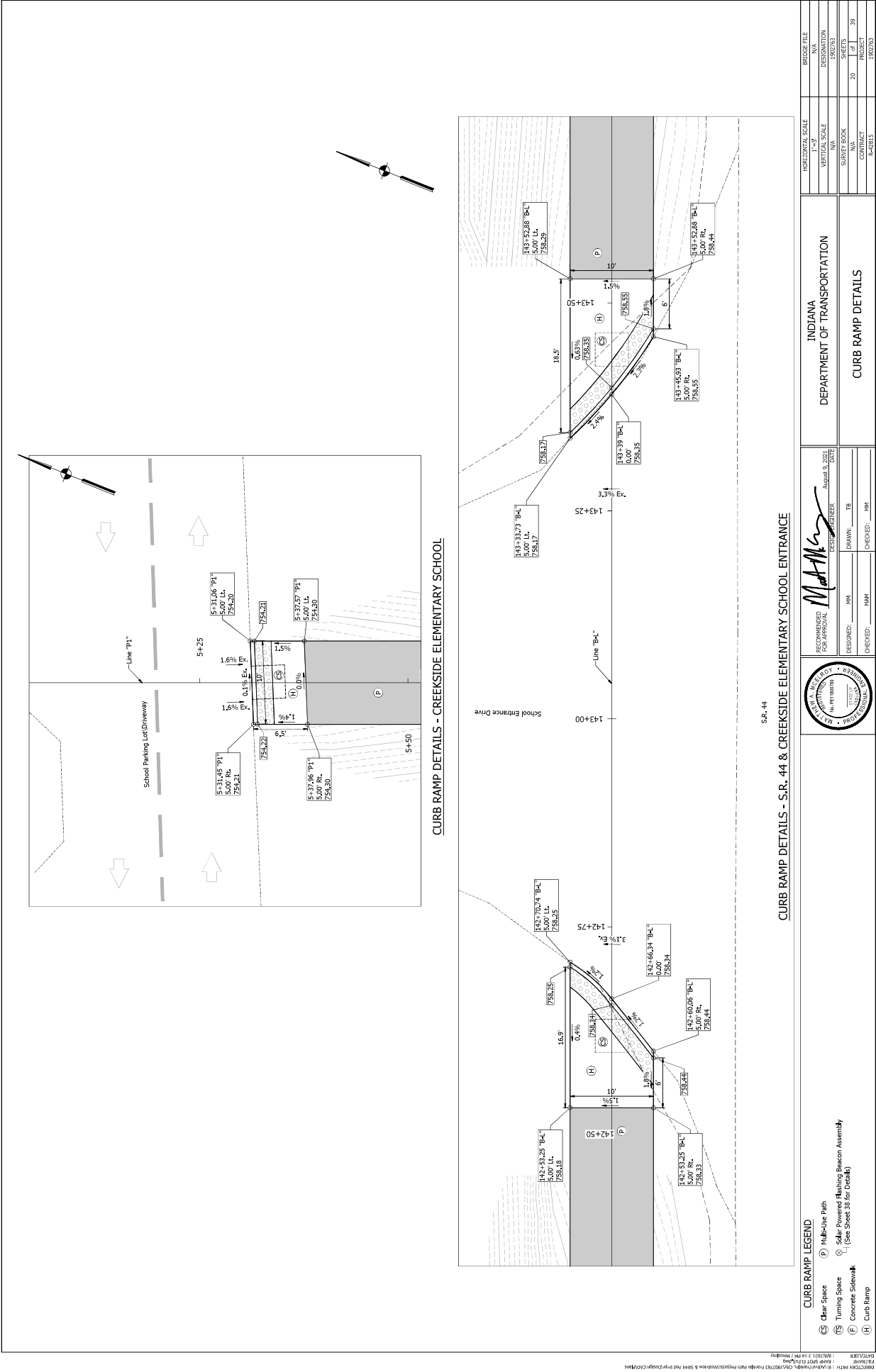


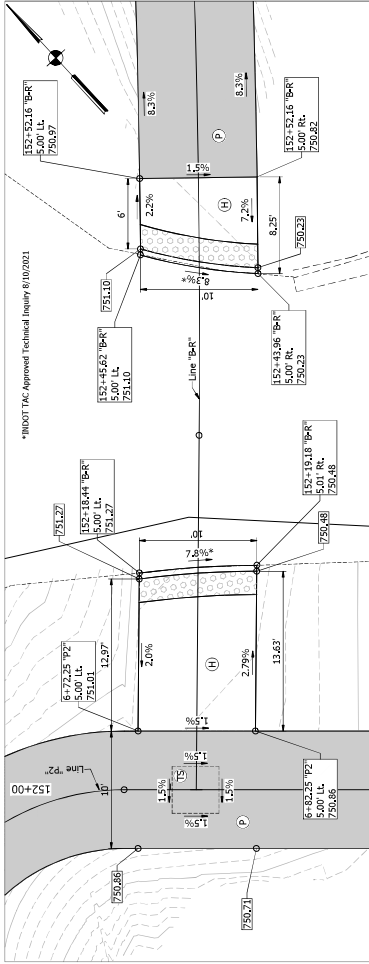
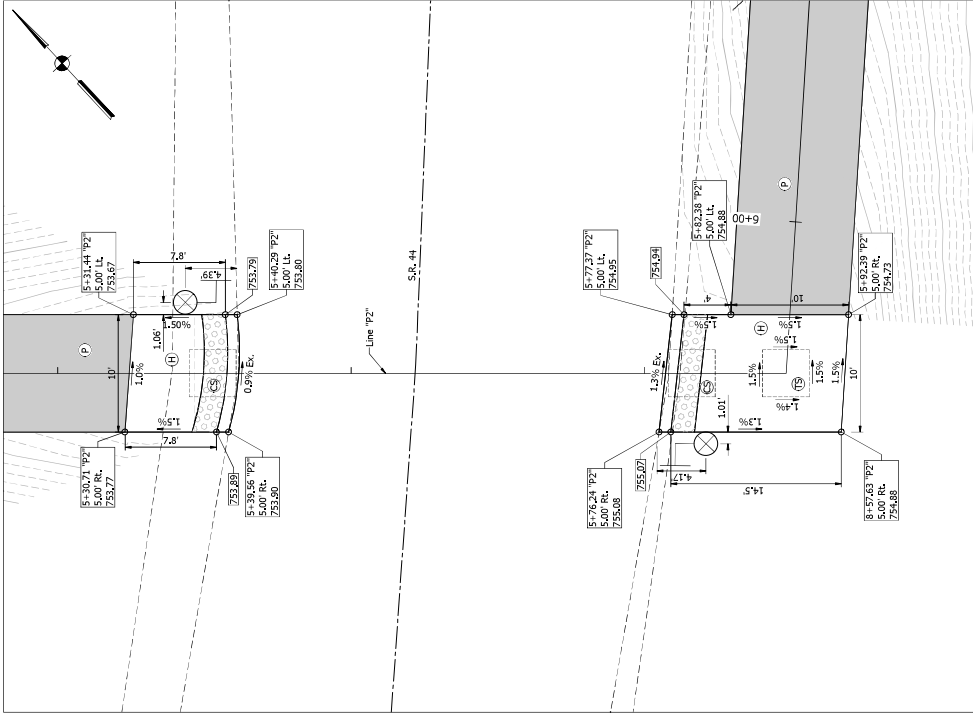
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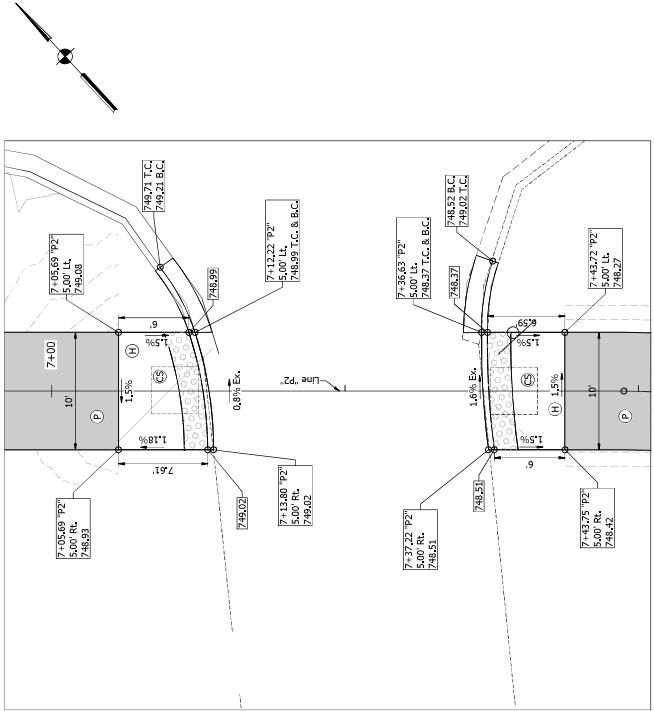


[illegible]





CURB RAMP DETAILS AT LINE "B-R" AND CUSTER BAKER SCHOOL ENTRANCE DRIVE



CURB RAMP DETAILS AT LINE "P2" AND CUSTER BAKER PARKING LOT ENTRANCE

CURB RAMP DETAILS AT LINE "P2" AND S.R. 44

CURB RAMP LEGEND

- Clear Space
- Turning Space
- Concrete Sidewalk
- Curb Ramp
- Multi-Use Path
- Solar Powered Flashing Beacon Assembly (See Sheet 28 for Details)



RECOMMENDED FOR APPROVAL  
DESIGNED BY: MM  
CHECKED BY: MM  
DATE: August 6, 2021  
DRAWN BY: TB

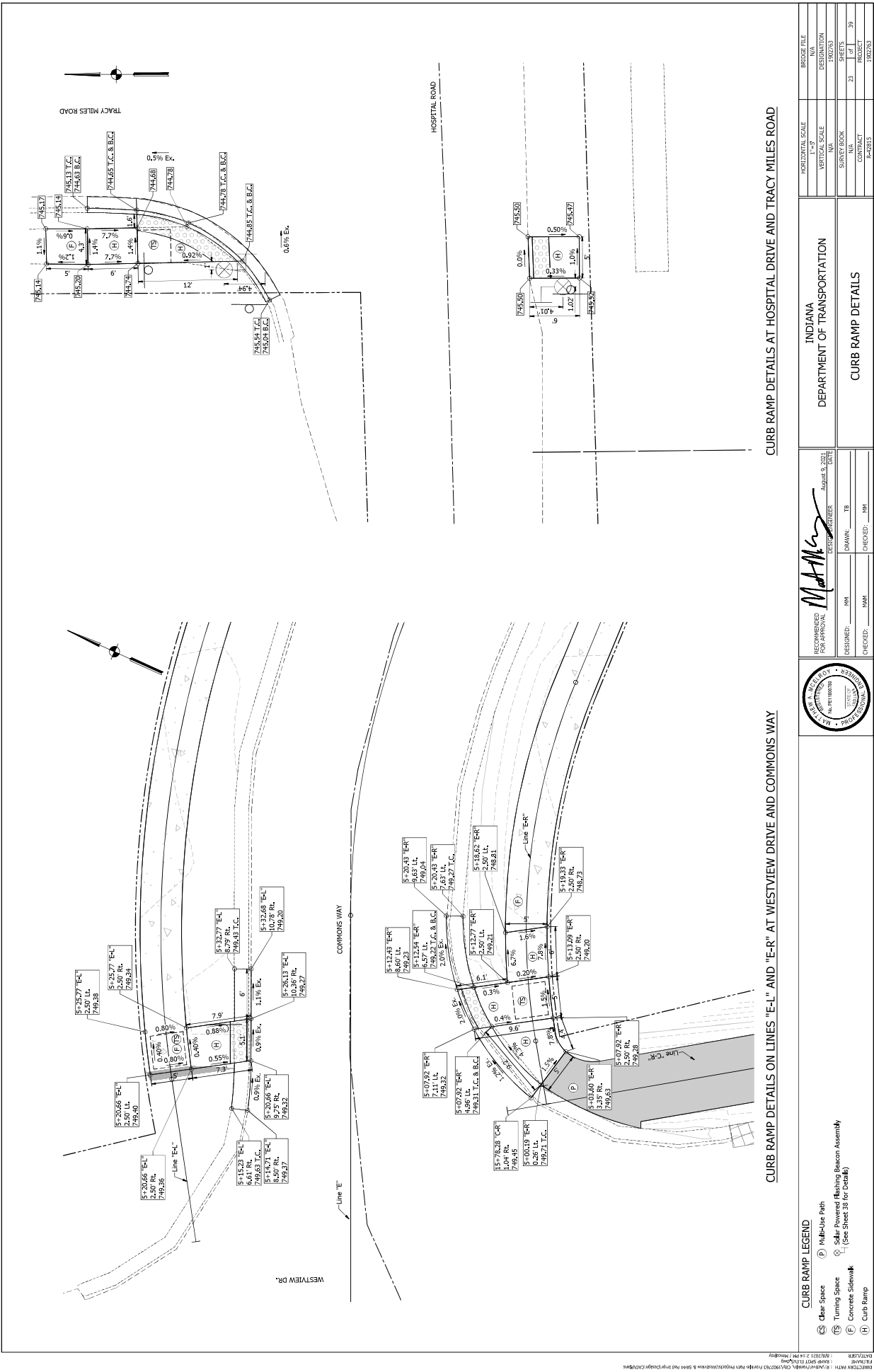
INDIANA  
DEPARTMENT OF TRANSPORTATION  
CURB RAMP DETAILS

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	1802/93
CONTRACT	SHEETS
PROJECT	21 of 35
DATE	1802/93



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<div>CURB RAMP LEGEND</div> 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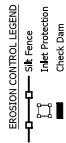


CURB RAMP DETAILS AT WESTVIEW DRIVE AND COMMONS WAY

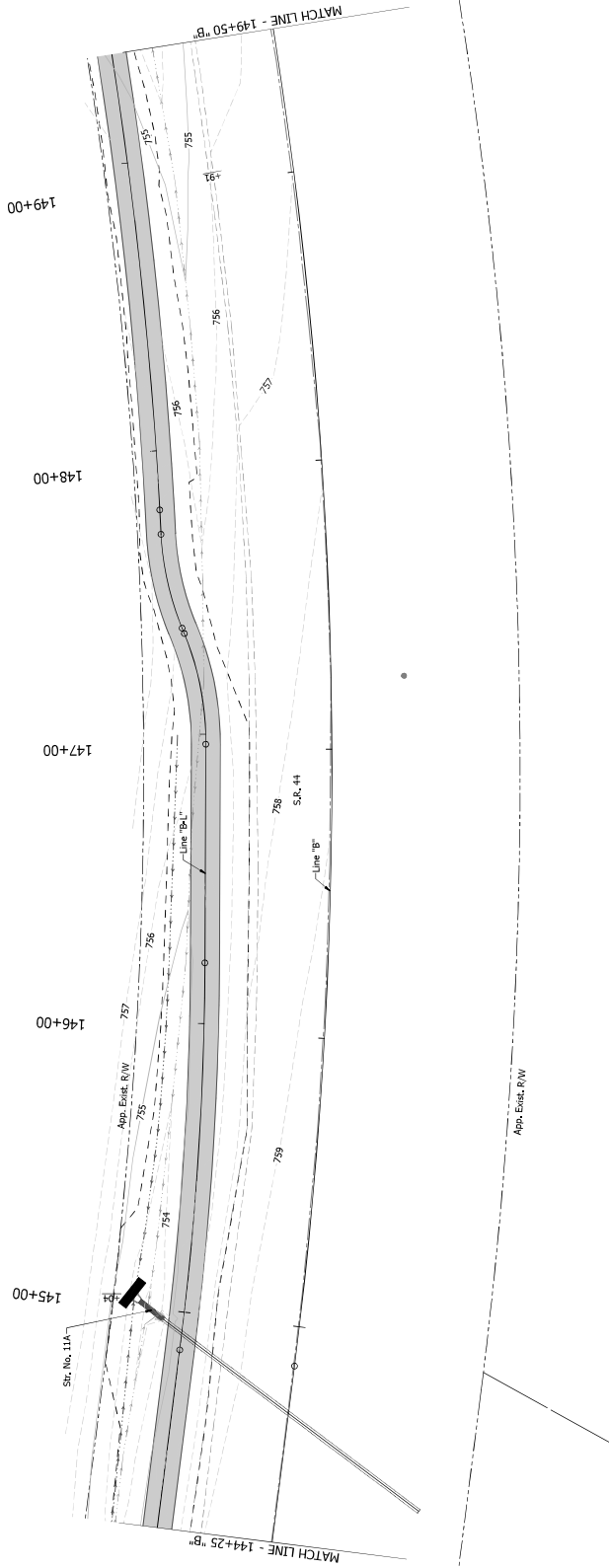
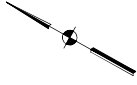
CURB RAMP DETAILS AT HOSPITAL DRIVE AND TRACY MILES ROAD

CURB RAMP LEGEND		INDIANA DEPARTMENT OF TRANSPORTATION		BRIDGE FILE	
Chair Space	Ⓟ	Ⓟ	Ⓟ	VERTICAL SCALE	DESIGNATION
Ⓟ	Ⓟ	Ⓟ	Ⓟ	SURVEY BOOK	1802/83
Ⓟ	Ⓟ	Ⓟ	Ⓟ	CONTRACT	23 of 35
Ⓟ	Ⓟ	Ⓟ	Ⓟ	PROJECT	1802/83
Ⓟ	Ⓟ	Ⓟ	Ⓟ	ROADS	1802/83



[illegible]

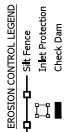
EROSION CONTROL LEGEND  
Silt Fence  
Silt Protection  
Check Dam



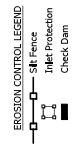
INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE 1" = 40'	BRIDGE FILE N/A
EROSION CONTROL PLAN LINE "B-L"		VERTICAL SCALE N/A	DESIGNATION 1902/93
		SURVEY BOOK N/A	SHEETS 25 of 35
		CONTRACT R-4255	PROJECT 1902/93





RECOMMENDED FOR APPROVAL DATE August 6, 2011		DESIGNED: MAM DRAWN: TB CHECKED: NM	
Matthew A. McCreary Professional Engineer			



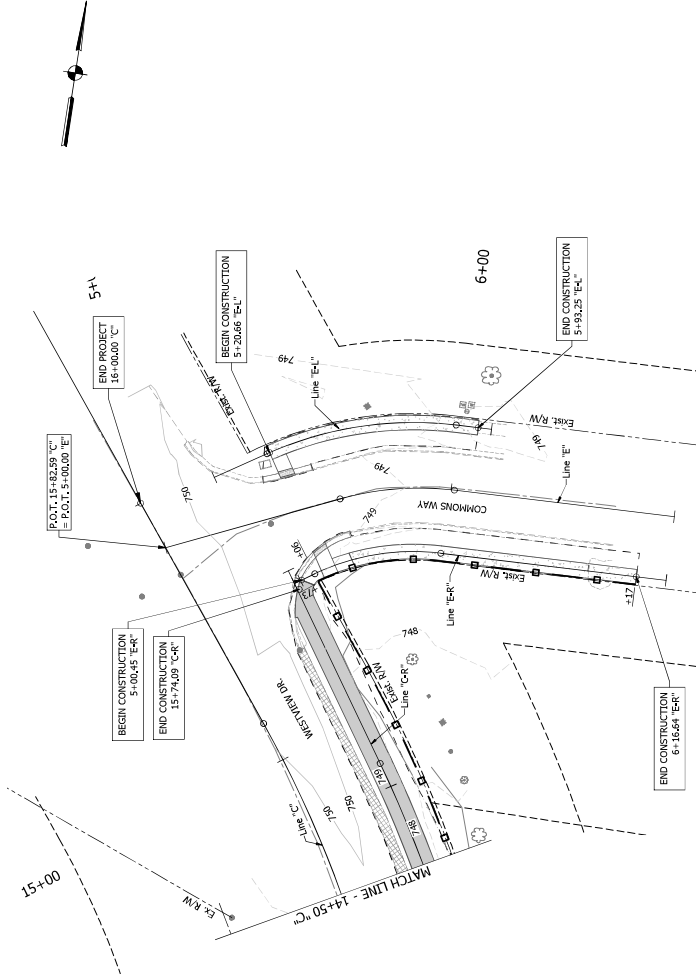
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DATE\USER :	7/28/2001 1:26 PM / mmoo@oy



	RECOMMENDED FOR APPROVAL		August 9, 2021	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1"=20'	BRIDGE FILE N/A
	DESIGNED: MMH	DRAWN: TB	DATE:		VERTICAL SCALE 1/8"=1'	DESIGNATION N/A
EROSION CONTROL PLAN LINE "B-B"				SHEET BOOK 27	SHEETS 27	39
CHECKED: MMH				CONTRACT B-47815	PROJECT 1007553	1007553



EROSION CONTROL LEGEND  
Silt Fence  
Inlet Protection  
Check Dam



HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	1802/83
CONTRACT	SHEETS
PROJECT	23 of 35
DATE	1802/83

INDIANA  
DEPARTMENT OF TRANSPORTATION  
EROSION CONTROL PLAN  
LINES "C-R", "E-L" & "E-R"

DESIGNED: <i>M. H. Mc...</i>	DATE: AUGUST 8, 2011
DRAWN: <i>IB</i>	CHECKED: <i>MM</i>
PROJECT: <i>MM</i>	CONTRACT: <i>MM</i>



EROSION CONTROL PLAN  
LINES "C-R", "E-L" & "E-R"

## SWPP TABLE

- B10 - LOCATION, DIMENSIONS, SPECIFICATIONS, AND DETAILS OF EACH STORM WATER QUALITY MEASURE  
All locations of planned measures are identified on the plans and listed in the Erosion Control List. Reference shall be made to the Erosion Control List for all details pertaining to each measure. The following information shall be provided for each storm water quality measure specification and maintenance guideline:
- B11 - TEMPORARY SURFACE STABILIZATION  
This includes temporary seeding, mulch, straw, erosion control blankets, etc.
- B12 - PERMANENT SURFACE STABILIZATION  
This includes permanent seeding types, rates, and time tables.
- B13 - MATERIAL HANDLING AND SPILL PREVENTION  
Site plan for permanent seedling types, rates, and time tables.  
**Use the Potential Storm Water Pollutants/Material Handling and Spill Prevention table (this sheet), DEMI Form # 689-001, to provide information regarding potential pollutants and their handling and spill prevention.**
- B14 - MONITORING AND MAINTENANCE GUIDELINES  
Monitoring and Maintenance shall be within 24 hours of every 7<sup>th</sup> or more rain event.
- B15 - EROSION CONTROL AND SEDIMENT CONTROL MEASURES FOR INDIVIDUAL BUILDING LOTS  
**See Appendix A for details.**
- C1 - PROPOSED POLLUTANTS AND SOURCES ASSOCIATED WITH PROPOSED LAND USE  
There is a potential for pollutants from vehicles including oil, hydraulic fluid, engine oil, antifreeze, brake fluid, coolant, windshield washer fluid, etc.
- C2 - SEQUENCE DESCRIBING STORM WATER QUALITY MEASURES IMPLEMENTATION  
Riprap will be placed immediately after pipe placement or ditch grading where designated on the plans.  
Erosion control measures shall be implemented as soon as feasible after construction begins. Construction in the immediate area of riprap shall be completed prior to construction in the immediate area of the riprap.
- C3 - DESCRIPTION OF PROPOSED POST CONSTRUCTION STORM WATER QUALITY MEASURES  
The riprap shall be placed at the end of all pipes and on more exposed areas. Soil will also be placed around the riprap.  
Riprap and soil will be placed where shown on the plans. Permanent sodding will prevent erosion on midslope areas.  
Sodding shall be done by hand on the slopes and on more exposed areas. Sod will also be placed on settlements and other pollutants.
- C4 - LOCATION, DIMENSIONS, SPECIFICATIONS, AND CONSTRUCTION DETAILS OF EACH STORM WATER QUALITY MEASURE  
Riprap and sodding locations are shown on the plans. Reference typical cross section sheets for ditch details. Reference INDOT specifications sections 616 and 621 for sodding and seeding.
- C5 - DESCRIPTION OF MAINTENANCE GUIDELINES FOR POST-CONSTRUCTION STORM WATER QUALITY MEASURES  
Maintenance shall include regular inspection and cleaning of riprap. Riprap shall be regularly inspected for voids, excessive erosion, etc. These areas shall be repaired immediately.

Trade Name/ Material	Source	Chemical/Physical Description	Storm Water Pollutants	Remedial Action
Fertilizer or seed grains	Landscaping activities	Light or acid grains	Nitrogen, phosphorus	(1), (2), (3), (4)
Cleaning Solvents	Normal business operation	Colorless, clear, yellow liquid	Gasoline, diesel, oil, methylene chloride, trichloroethylene, petroleum distillates	See debris and wastewater excess, (1), (2), (3), (4)
Asphalt	Site construction	Black Solid	Oil, petroleum distillates	(1), (2) due to contamination of runoff before curing
Concrete	Site and building construction	White solid	Urates/salts, sand	Concrete excess and washwater shall be disposed of in a secure location, usually a lined pit, to prevent groundwater contamination.
Glue, Adhesives	Building Construction	White or yellow liquid	Polymers, solvents	See DEW Site Management Measures for Concrete Washout
Paints	Painting of building and parking structure	Various colored liquids	Metal oxides, stoddard solvent, turp, cadmium carbonate, aromatic	(1), (2), (3), (4)
Clean Concrete Washwater from concrete equipment washing	Site and Building Construction Equipment	Greenish white liquid	Oil, grease, solids	Care should be taken to minimize over spray (1), (2), (3), (4)
Hydraulic oil of fluids	Construction equipment, cars	Brown oily petroleum	Mineral oil	Equipment washing shall be directed in a location which does not cause wastewater to drain directly to storm sewers or ditches (i.e. far beyond area) (2)
Gasoline	On site storage tanks, cars, fueling operations, construction equipment, fueling operations, haulers	Colorless, clear, brown or pink petroleum hydrocarbon liquid	Benzene, ethyl benzene, toluene, xylene, MTBE	Storm structures containing a isolated outlet preventing storage tanks shall have emergency storage capacity below fueling operations (3), (4)
Diesel Fuel	On site storage tanks, cars, fueling operations, construction equipment, fueling operations, haulers	Clear, blue-gray to yellow liquid	Petroleum distillates, oil and grease, solvents, benzene	Storage tanks shall have emergency storage capacity below fueling operations (3), (4)
Kerosene	On site storage tanks, cars, fueling operations, construction equipment, fueling operations, haulers	Pale yellow liquid	Petroleum distillates, oil and grease, solvents, benzene	Storage tanks shall have emergency storage capacity below fueling operations (3), (4)
Anti-Rust Coatings	Construction equipment, cars	Petroleum hydrocarbon	Drillbittes, aromatic, copper	3x3x5' spill pits shall be used during loading operations and cleaning of equipment to catch excess, (1), (2), (3), (4)
Oil	Construction equipment, cars	Clear green/yellow liquid	Drillbittes, aromatic, copper	(1), (2), (3), (4)
Soil erosion	Exposed soil	Solid Particles	Soil, sediment	Erosion Control Measures (see sheet)
Soil Waste	building construction normal business operation	Trash, debris, refuse	Trash, debris, refuse	Trash cans shall be utilized on site during and after construction to prevent debris from being a possible source from leaking into

(5) The above table was provided for general information only to supplement information used in the Rule 5 permitting process. The contractor is responsible for material handling and spill mitigation procedures, including concrete washout.

1000

LOCATION	TEMPORARY SILT FENCE		TEMPORARY CHECK DAM TRAVERSABLE		TEMPORARY SEED	TEMPORARY MULCH	TEMPORARY GEOTEXTILE	NO. 2 STONE
	LFT		LFT					
Construction Entrances								
LINE "B-1"								
424+10 LT.								
443+04 LT.		11					6	
450+90 RT.		16					8	
Disturbed Areas					48	0.80		
LINE "B-R"								
457+84 LT.		16					8	
Disturbed Areas					18	0.29		
LINE "B"								
454+94 LT.		10					5	
459+04 LT.		18					9	
Disturbed Areas - SWY B&B					1	0.01		
LINE "C-R"								
11+110 RT. to 15+73 RL	469							
Disturbed Areas					14	0.23		
LINE "C-L"								
12+29 LT.		8					4	
13+54 LT. to 14+20 LT.	62							
Disturbed Areas					4	0.07		
LINE "E-R"								
5+06 RT. to 6+17 RT.	10							
Disturbed Areas					2	0.04		
LINE "E-L"								
Disturbed Areas					1	0.01		
LINE "P1"								
5+87 RT. to 6+96 RT.	24							
5+89 LT. to 7+00 LT.	98							
Disturbed Areas					5	0.08		
LINE "P2"								
6+47 RT.	18						9	
6+65 RT. to 7+13 RT.	45							
Disturbed Areas					10	0.16		
Hospital Rd. & Tracy Miles Rd.								
Disturbed Areas					1	0.01		
TOTAL	908	108	104	2	155	50		

\*2.5 ton/ac Temporary Mulch

FOR EACH CONSTRUCTION PHASE, THE CONTRACTOR SHALL DESIGNATE A CONCRETE WASHOUT AREA WITHIN THE CONSTRUCTION LIMITS. THE WASHOUT AREA SHALL BE SUBJECT TO THE APPROVAL OF THE PROJECT ENGINEER. PROJECT SUPERVISOR. THE WASHOUT AREA SHALL BE OPEN TO THE AIR, SHALL NOT BE COVERED, SHALL NOT BE DITCHED, OR BODY OF WATER. RUNOFF SHALL BE PREVENTED THROUGH CONSTRUCTION OF A PIT OR BERMED AREA LARGE ENOUGH FOR LIQUID AND SOLID WASTE. ALL CONCRETE RACKS SHALL BE REQUIRED TO BE PLACED WITHIN THE WASHOUT AREA. THE CONTRACTOR SHALL SET THE WASTE SHALL BE BROKEN INTO SMALL ENOUGH PIECES FOR PROPER DISPOSAL. THE CONTRACTOR SHALL ENSURE THAT THE STORM WATER COLLECTION SYSTEM IS PROTECTED BY APPROPRIATE EROSION CONTROL MEASURES IN ACCORDANCE WITH 205.

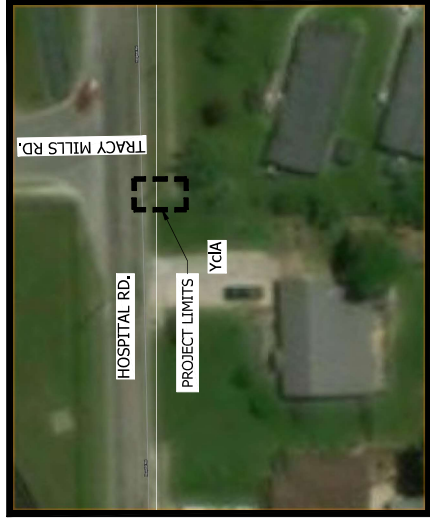
1. The emission control checklist corresponds to the emission control pollution prevention plan for the construction of the water conservancy project.
2. A site specific SWPPP is to be submitted by the Contractor to INDOT prior to earth moving if any adjustments to the plan herein are requested.
3. Contractor is to maintain lane roadways of all tracked construction materials and equipment on the project at all times.
4. The INDOT Specification book shall be on site at all times.
5. [www.in.gov/indot/dot/contracts/standards/drawings/index.html](http://www.in.gov/indot/dot/contracts/standards/drawings/index.html)

INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE	BRIDGE FILE	
	ITS	N/A	
	VERTICAL SCALE	DESIGNATION	
	N/A	1902/763	
FORM WATER POLLUTION PREVENTION CONSTRUCTION PLAN ELEMENTS AND GENERAL NOTES	SURVEY BOOK	SHEETS	
	N/A	30	25
	CONTRACT	PROJECT	
	P-2481.5	1902/763	



### Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
YcA	Cresby ell loam, fine-bary subsil-Urban and complex, 0 to 2 percent slopes	1.2	100.0%
Totals for Area of Interest		1.2	100.0%



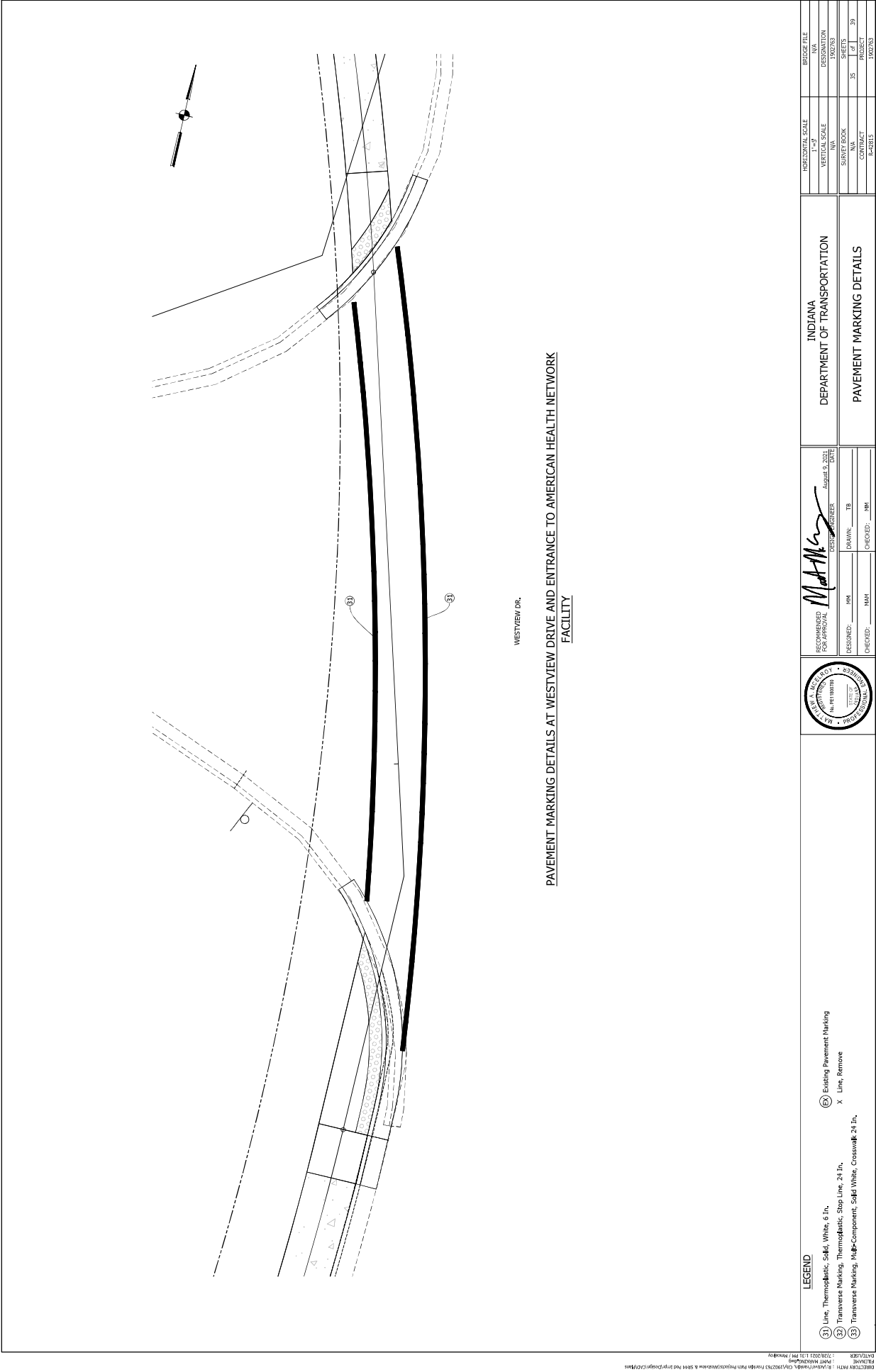
	RECOMMENDED FOR APPROVAL <i>Matthew A. Anderson</i> August 9, 2021 DESIGNER		INDIANA DEPARTMENT OF TRANSPORTATION		BRIDGE FILE N/A
	DESIGNED: MM	DRAWN: TB	STORM WATER POLLUTION PREVENTION CONSTRUCTION PLAN SOIL MAP		VERTICAL SCALE N/A
CHECKED: MM	CHECKED: MM	SURVEY BOOK N/A			SHEETS 31 of 39
				CONTRACT R-42815	1902763

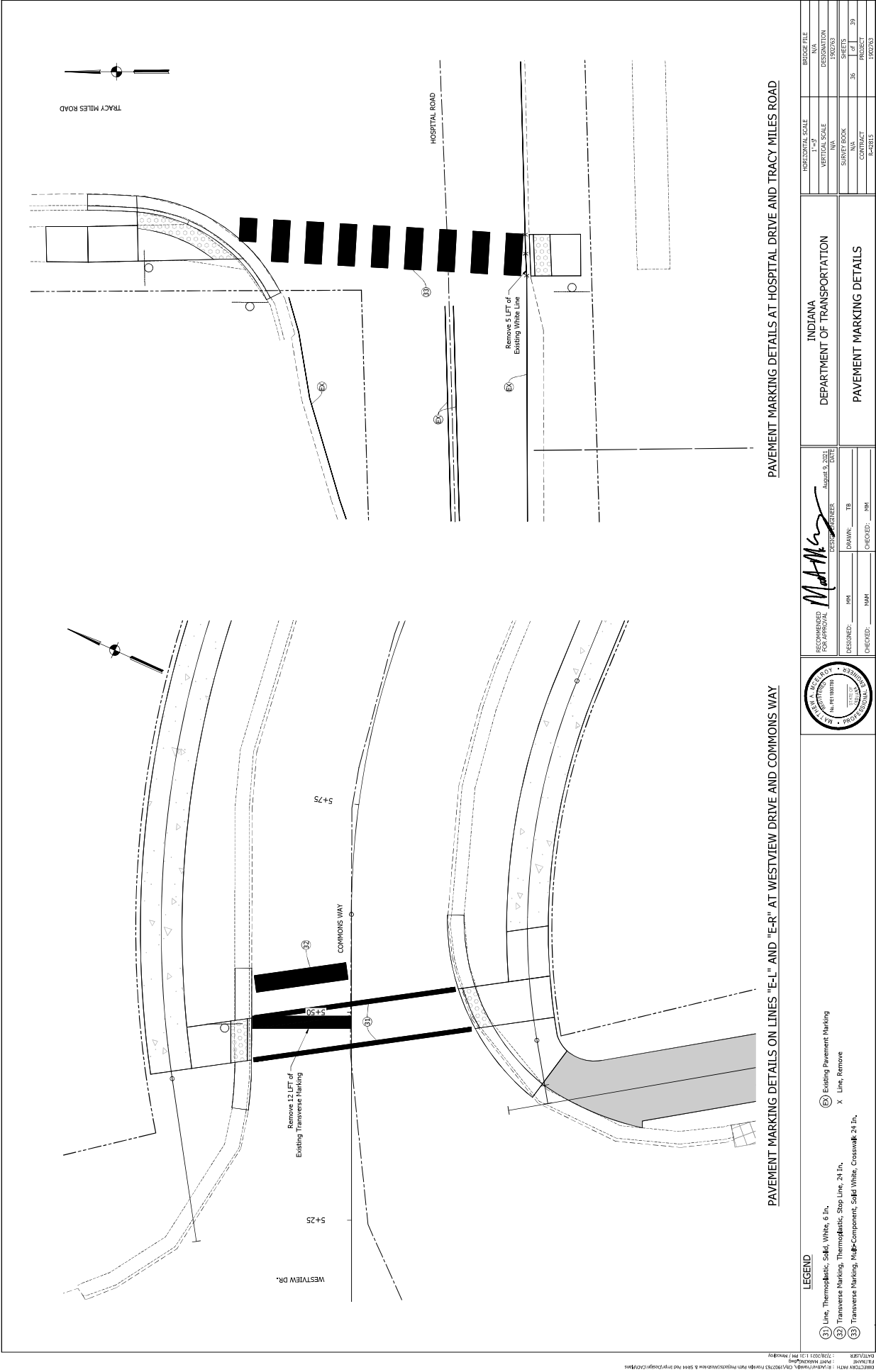












INDIANA DEPARTMENT OF TRANSPORTATION		BRIDGE FILE 1902/93	
PAVEMENT MARKING DETAILS		HORIZONTAL SCALE VERTICAL SCALE SURVEY BOOK N/A N/A N/A	
PAVEMENT MARKING DETAILS		SHEET NO. 36 of 39	
PAVEMENT MARKING DETAILS		PROJECT CONTRACT R-4251	
PAVEMENT MARKING DETAILS		DATE AUGUST 6, 2011	
PAVEMENT MARKING DETAILS		DESIGNED BY DRAWN BY CHECKED BY	
PAVEMENT MARKING DETAILS		DESIGNED BY DRAWN BY CHECKED BY	
PAVEMENT MARKING DETAILS		DESIGNED BY DRAWN BY CHECKED BY	

LEGEND

① Line, Thermoplastic, Solid, White, 6 in.

② Line, Thermoplastic, Solid, White, 6 in.

③ Transverse Marking, Thermoplastic, Stop Line, 24 in.

④ Transverse Marking, Multi-Component, Solid White, Crosswalk, 24 in.

⑤ Existing Pavement Marking

X Line, Remove



RECOMMENDED FOR APPROVAL  
DATE  
AUGUST 6, 2011  
DESIGNED BY  
DRAWN BY  
CHECKED BY

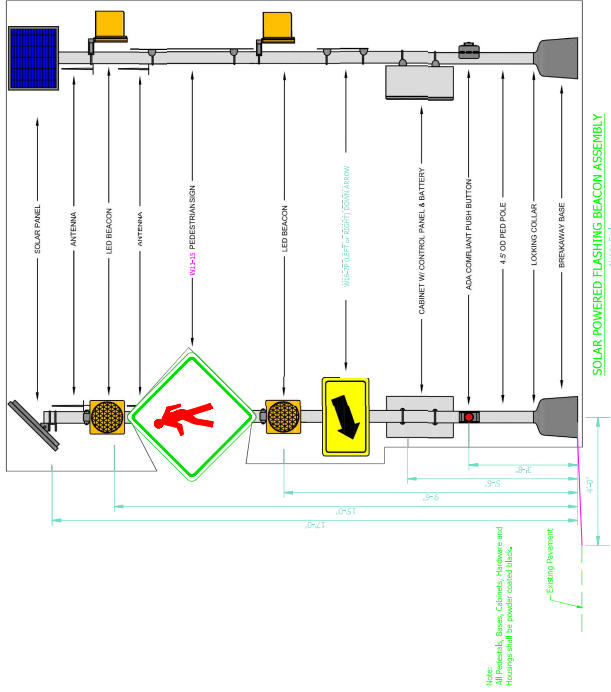
PAVEMENT MARKING DETAILS AT HOSPITAL DRIVE AND TRACY MILES ROAD

PAVEMENT MARKING DETAILS ON LINES "E-L" AND "E-R" AT WESTVIEW DRIVE AND COMMONS WAY

PAVEMENT QUANTITIES AND APPROACH TABLE																												
LOCATION	DESCRIPTION (APPROACH TYPE OR CLASS)	WIDTH		RADIUS 1	RADIUS 2	DISTANCE BEYOND N/W LINE		COMPACTED AGGREGATE BASE		HMA	PCCP		GRADE		EXCAVATION		C/PAR N/W/AT DRIVE		HMA FOR APPROACHES		HMA FOR SIDEWALK		REMARKS					
		FT	FT	FT	FT	FT	FT	SY'S	SY'S	%	1	2	%	CUT	FT	FT	FT	TONS	TONS	TONS	TONS	TONS	TONS					
STRUCTURE NUMBER	STATION	LEFT	RIGHT	PIPE TYPE	MANHOLE BASIN OR SPECIALTY STRUCTURE AND TYPE	LENGTH	SKEW	COVER		RIM	STRUCTURE INVERTS		SERVICE LINE	SITE DESIGNATION	METHOD	STRUCTURE	BACKFILL	CLASS 2 ALTPAVE		CLASS 4 FOR CONCRETE STR.	VIDEO INSPECTION	GRADED BOX END SECTION		SAFETY METAL END SECTION	CONNECT TO STRUCTURE	REMARKS		
								FT	ELEV.	ELEV.	FT	ELEV.	VS					TONS	CYS	TONS	CYS	FT	EA	TYPE	SLOPE	EA		
1C	142+45.78"	X	X	-	EX. PIPE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
1A	145+02.78"	X	X	-	PIPE EXTENSION	11	1	752.90	752.80	-	75	N/A	7	1	2	3.4	1	-	-	-	-	-	-	-	-	-	Connect to existing Structure 11.	
1B	5+11.72"	X	X	18	PIPE	26	1	750.30	749.75	-	75	N/A	7	1	2	8	2	-	-	-	-	-	-	-	-	-	Structure Pipe and End Section. Connect to Structure 14.	
14	152+55.78"	X	X	18	MANHOLE C-4	35	1	748.04	747.25	750.91	75	N/A	7	1	2	10.7	1	-	-	-	-	-	-	-	-	-	Connect to Ex. 18" Pipe from Structure 15.	
15	155+00.78"	X	X	-	EX. PIPE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
16	155+46.78"	X	X	-	EX. INLET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
17	155+51.78"	X	X	-	EX. INLET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
18	158+02.78"	X	X	-	EX. PIPE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
19	158+38.78"	X	X	12	PIPE	15	1	745.65	745.50	-	75	N/A	7	1	2	3.3	2	-	-	-	-	-	-	-	-	-	-	No work required
20	158+04.78"	X	X	24	MANHOLE C-4	7	1	744.23	744.21	748.33	75	N/A	7	1	2	3.5	1	-	-	-	-	-	-	-	-	-	-	Connect to Ex. 24" Pipe
21A	157+70.78"	X	X	24	PIPE	34	1	744.30	744.24	-	75	N/A	7	1	2	16.8	1	-	-	-	-	-	-	-	-	-	-	Connect to Ex. 24" Pipe from Structure 20
21B	158+04.78"	X	X	24	PIPE	6	1	744.29	744.25	-	75	N/A	7	1	2	3.4	2	-	-	-	-	-	-	-	-	-	-	No work required
21	158+65.78"	X	X	-	EX. INLET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No work required	
24	10+91.78"	X	X																									

SHEET SIGN & POST SUMMARY

PLAN SHEET NO. / LINE	SIGN LOCATION (STA.)	SIGN CODE	SIGN SIZE (in x in)	GROUND - MOUNTED SIGN AREA (ft²)	SIGN				POST				Remarks
					SIGN AREA (ft²)		2" X 2" - 12 GA. (TYPE 3) REINFORCED ANCHOR		SQUARE 2 1/4" X 2 1/4" - 12 GA. (TYPE 1)		REINFORCED ANCHOR		
					0.080"	0.100"	0.125"		POST LENGTH (FT.)	TOTAL	1	2	
LINE "B"	142+76 LT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; Stop Sign
	149+89 LT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; 45 MPH & School Zone
	151+61 RT.	-	-	-	-	-	-	-	-	-	-	-	Remove Sign and Supports
	152+62 RT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; Stop Sign
	152+62 RT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; Stop Sign (Left Arrow)
LINE "C"	155+66 RT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; Bendersville/Franklin
	155+80 RT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required; Roundabout
	157+77 RT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required
	11+15 LT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required
	11+81 LT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
LINE "D"	12+40 RT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
	13+00 RT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
	13+20 RT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
	13+97 RT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
	13+98 LT.	-	-	-	-	-	-	-	-	-	-	-	No Change Required
LINE "E"	5+49 LT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on Ex. Support
	7+39 LT.	-	-	-	-	-	-	-	-	-	-	-	Relocate Sign on New Post
	5+36 LT.	W11-15	30 x 30	6.25	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	5+82 RT.	W16-7P	24 x 12	2.00	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	5+82 RT.	W11-15	30 x 30	6.25	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
SHEET 19	5+82 RT.	W16-7P	24 x 12	2.00	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	Hospital Rd. (S)	-	-	-	-	-	-	-	-	-	-	-	Remove Sign and Supports
	Hospital Rd. (N)	-	-	-	-	-	-	-	-	-	-	-	Remove Sign and Supports
	Hospital Rd. (S)	W11-15	30 x 30	6.25	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	Hospital Rd. (S)	W16-7P	24 x 12	2.00	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	Hospital Rd. (N)	W11-15	30 x 30	6.25	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon
	Hospital Rd. (N)	W16-7P	24 x 12	2.00	-	-	-	-	-	-	-	-	On Solar Powered Flashing Beacon



INDIANA  
DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL  
DESIGNER: *Mad Mike* Mad Mike  
DATE: August 6, 2021  
DESIGNED: MM DRAWN: TB  
CHECKED: NAM CHECKED: NM

INDIANA DEPARTMENT OF TRANSPORTATION  
No. IET 100709  
SHEET 19 OF 39

DESIGNER: 10/20/2020 2:10 PM / 10/20/2020  
FILENAME: 1905-7AB-02.dwg  
PROJECT: 1902/73


HORIZONTAL SCALE  
VERTICAL SCALE  
SURVEY BOOK  
N/A  
CONTRACT  
R-2815

BRIDGE FILE  
DESIGNATION  
SHEETS  
38 of 39  
PROJECT  
1902/73



# Exhibit B

Legend

 School Zone Speed Limit Beacons





City of Franklin – School Zone Beacons

