



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5301
FAX: (317) 233-4929

Mitchell E. Daniels, Jr., Governor
Michael B. Cline, Commissioner

August 20, 2010

City of West Lafayette
609 West Navajo Street
West Lafayette, Indiana 47906

ATTENTION: Mr. David Henderson

UTILITY ADJUSTMENT
Project No.: 0816019
Des. No.: 9700830/10000068
Location: US 231 Tippecanoe County

Dear Mr. Henderson:

Enclosed is a copy of a Highway Utility Agreement between the State and your utility. The agreement covers expectations with respect to the installation of your facilities within the INDOT contract.

A copy of the completely executed agreement will be returned for your file. If you should have any questions, please contact Gail Lee of this office at (317) 232-5208.

The following is required by the State of Indiana Attorney General's Office

1. The agreement must be signed by either the President of the utility or by the Chairman of the Board. If anyone else signs the agreement we must have written documentation of that person's authority to commit the utility to the terms of the agreement.
2. The signatures on the agreement must be notarized and the notary seal must be visible.

Sincerely,

Matthew L. Thomas, P.E.
Utility/ Railroad Manager

Standard Agreement
Work in Contract

INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount: \$3,900,000.00 Des. No.: 9700830/10000068

Agreement Type: Work in Contract Project No.: 0816019

Work Description: Roadway relocation Road: US 231

from the Wabash River to SR 26 County: Tippecanoe County

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

West Lafayette Board of Public Works and Safety

City Hall, 609 West Navajo Street

West Lafayette, Indiana 47906

(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, along with the said highway construction the utility desires to install new facilities as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

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 – FUTURE RELOCATION AND INSTALLATIONS

The Utility agrees to move or remove any structures installed under this agreement at the utility's own expense should future traffic conditions or road improvement projects necessitate and when requested to do so by INDOT.

The utility agrees that no future service connections will be made to the sections of this line within INDOT limited access right-of-way.

SECTION 5 – REIMBURSEMENT

- (a) 0% 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) 0% 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 0 % 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 \$ 3,900,000.00 (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 \$3,900,000.00. The Utility has appropriated, duly made and entered of record, the sum of \$ 3,900,000.00 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 its 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/>>>>. 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
Project Management, Design & Technical Support
For: Michael W. Reed
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:

Mark W. Everson, Commissioner
Department of Administration

Christopher Ruhl, Director
State Budget Agency

Date: _____

Date: _____

APPROVED AS TO LEGALITY AND FORM:

Gregory F. Zoeller, Attorney General of Indiana

Date Approved

CITY OF WEST LAFAYETTE, INDIANA
DRAWINGS FOR
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

EXHIBIT "A"

MAYOR
JOHN DENNIS

BOARD OF PUBLIC WORKS AND SAFETY
JOHN DENNIS, President
SANA BOOKER, Member
BRAD MARLEY, Member
JONATHAN SPEAKER, Member
ELIZABETH STULL, Member

WASTEWATER TREATMENT UTILITY DIRECTOR
DAVID HENDERSON

CITY ENGINEER
DAVID BUCK, P.E.



6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

JULY 2010

PRELIMINARY
JULY 13, 2010



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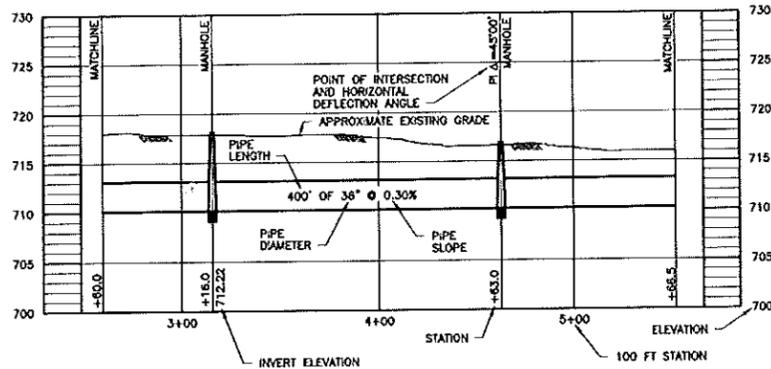
INDEX

SHT NO.	TITLE
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2	PLAN AND PROFILE STA 0+00 TO STA 12+00
3	PLAN AND PROFILE STA 12+00 TO STA 24+00
4	PLAN AND PROFILE STA 24+00 TO STA 36+00
5	PLAN AND PROFILE STA 36+00 TO STA 48+00
6	PLAN AND PROFILE STA 48+00 TO STA 50+58.61
7	MANHOLE DETAILS
8	MISCELLANEOUS DETAILS
9	STRUCTURE DATA

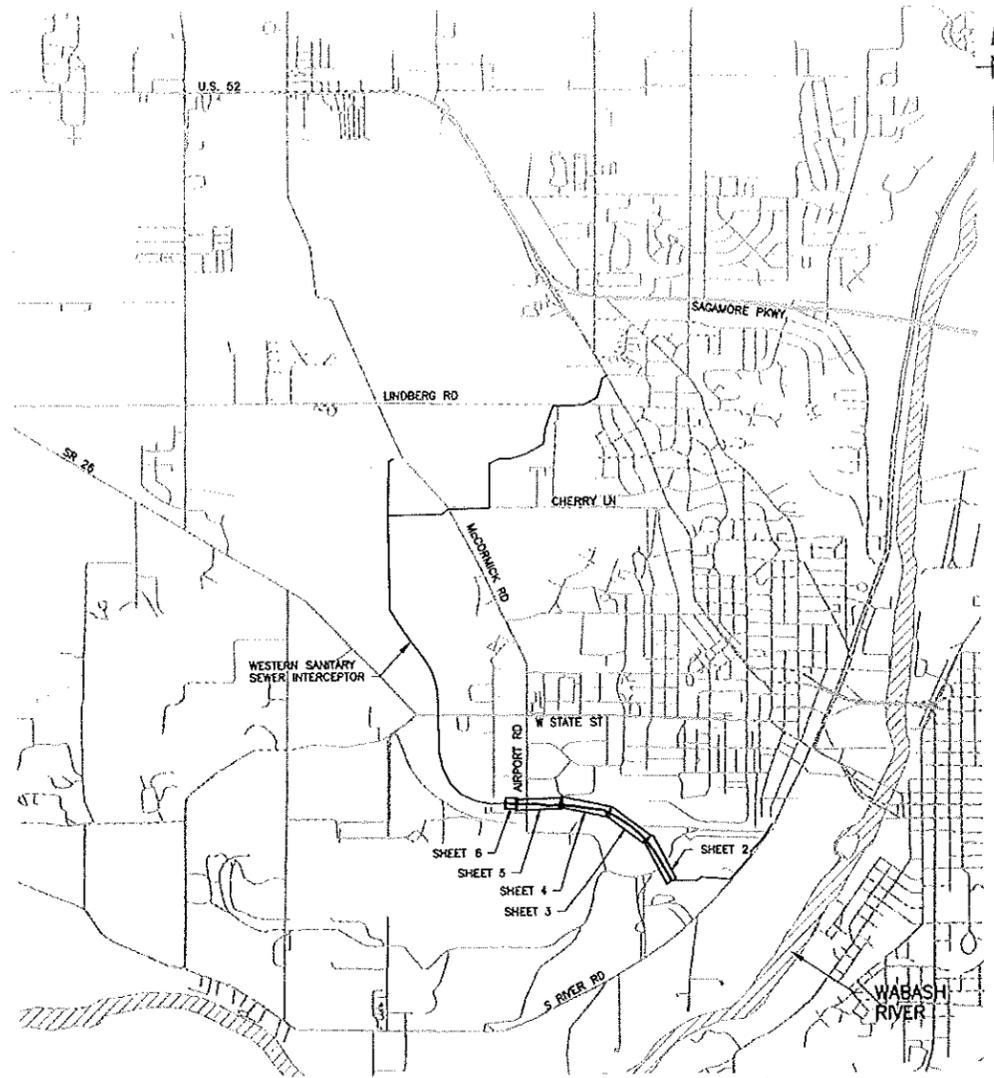
EXHIBIT "A"

LEGEND

■	BEDHYE STORM INLET	—	OVERHEAD UTILITIES
—	BURIED TELEPHONE	—	POWER POLE
⊕	CONTROL MARKER	⊕	ROCKS
⊕	SOIL BORING	⊕	SANITARY MANHOLE
—	CURB STORM INLET	—	SANITARY SEWER
—	DRAIN	—	SIGN
—	ELECTRIC	×	SPOT ELEVATION
—	FENCE	—	STORM INLET
—	FIBER OPTIC	—	TELEPHONE PEDESTAL
—	FIRE HYDRANT	—	TREE
—	FLOW LINE	—	TREE/BRUSH LINE
—	FORCE MAIN	—	WATER
—	GUY WIRE	—	WATER METER
—	LIGHT POLE	—	WATER VALVE
—	NATURAL GAS		



PROFILE



LOCATION MAP
SCALE: 1" = 200'

CONTROL POINTS SET

NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
CONTROL POINT NO. 1000	1882373.50	3001591.88	531.00	MAG NAIL @ S.E. CORNER OF CONCRETE APRON
CONTROL POINT NO. 1001 = INDOT BENCHMARK C-121	1881495.04	3000788.42	643.02	BRASS DISK IN CONCRETE, INDOT BM
CONTROL POINT NO. 1002	1881072.61	3000430.94	546.98	CUT "X" @ FRONT WALK S. OF POWER POLE #028-729
CONTROL POINT NO. 1003	1881234.79	2999318.84	572.68	MAG NAIL @ N.W. CORNER OF ASPHALT DRIVE INTO PARKING LOT
CONTROL POINT NO. 1004	1881233.78	2998739.13	578.32	MAG NAIL IN E. EDGE OF PAVEMENT OF ASPHALT DRIVE @ PARKING LOT DRIVE EXTENDED
CONTROL POINT NO. 1036	1883806.57	2995140.43	614.72	PK NAIL SET AT NORTH EDGE OF PAVEMENT OF INTRAMURAL FIELDS DRIVE. DRIVE IS FIRST DRIVE NORTH OF AIRPORT AT "NO GOLF" SIGN
CONTROL POINT NO. 1042	1883011.50	2995624.84	611.10	MAG NAIL SET
CONTROL POINT NO. 1043	1883214.98	2995519.77	610.27	MAG NAIL SET
CONTROL POINT NO. 1049	1882658.83	2996856.04	609.00	PK NAIL FOUND

GENERAL NOTES:

- HORIZONTAL CONTROL IS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM NAD 1983 WEST ZONE. ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988.
- LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AND DO NOT PURPORT TO BE ABSOLUTELY CORRECT. VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION.
- PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES TO PERMIT THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION.
- EXPOSE ALL EXISTING UTILITIES IN ADVANCE OF CROSSING WITH NEW SANITARY SEWER INSTALLATION TO ALLOW FOR ADJUSTMENT, IF REQUIRED AFTER FIELD VERIFICATION. ADJUST ALIGNMENT AND ELEVATION OF NEW PIPELINE AS DIRECTED BY ENGINEER.
- COORDINATE THE ADJUSTMENT OR RELOCATION OF ALL UTILITIES (UNDERGROUND, SURFACE, OR OVERHEAD) WITH THE OWNER OF EACH UTILITY AND ENGINEER PRIOR TO UNDERTAKING ANY CONSTRUCTION OPERATIONS.
- SUPPORT, PROTECT AND RESTORE ALL UTILITIES AND APPURTENANCES AS REQUIRED TO COMPLETE THE WORK.
- WHERE NEW SANITARY SEWER CROSSES OVER OR UNDER EXISTING WATER MAINS, PROVIDE A MINIMUM VERTICAL SEPARATION OF 18" BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER.
- MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND WATER MAINS UNLESS OTHERWISE SHOWN OR DIRECTED.
- CONTAIN CONSTRUCTION OPERATIONS WITHIN THE LIMITS OF THE RIGHT-OF-WAY AND EASEMENTS INDICATED ON THE DRAWINGS AND USE CARE IN PLACING MATERIALS AND EQUIPMENT SO AS TO CAUSE THE LEAST POSSIBLE DAMAGE TO PROPERTY. RESTORE PROPERTY TO PRECONSTRUCTION CONDITIONS.
- PROVIDE TEMPORARY CONSTRUCTION FENCE AROUND ALL WORK AREAS AND OPEN EXCAVATIONS.
- PERFORM ALL CONSTRUCTION ACTIVITY IN COMPLIANCE WITH APPLICABLE OSHA STANDARDS FOR WORKER SAFETY.
- A DISTINCTION BETWEEN NEW AND EXISTING MATERIALS, EQUIPMENT AND STRUCTURES HAS BEEN MADE ON THE DRAWINGS BY LINE WEIGHT. HEAVY REPRESENTS NEW AND LIGHT REPRESENTS EXISTING.

PRELIMINARY
JULY 13, 2010

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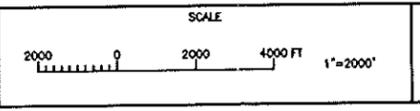
GREELEY AND HANSEN
6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED JMT
DRAWN MJR
CHECKED TEP

APPROVED
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD	REVISION

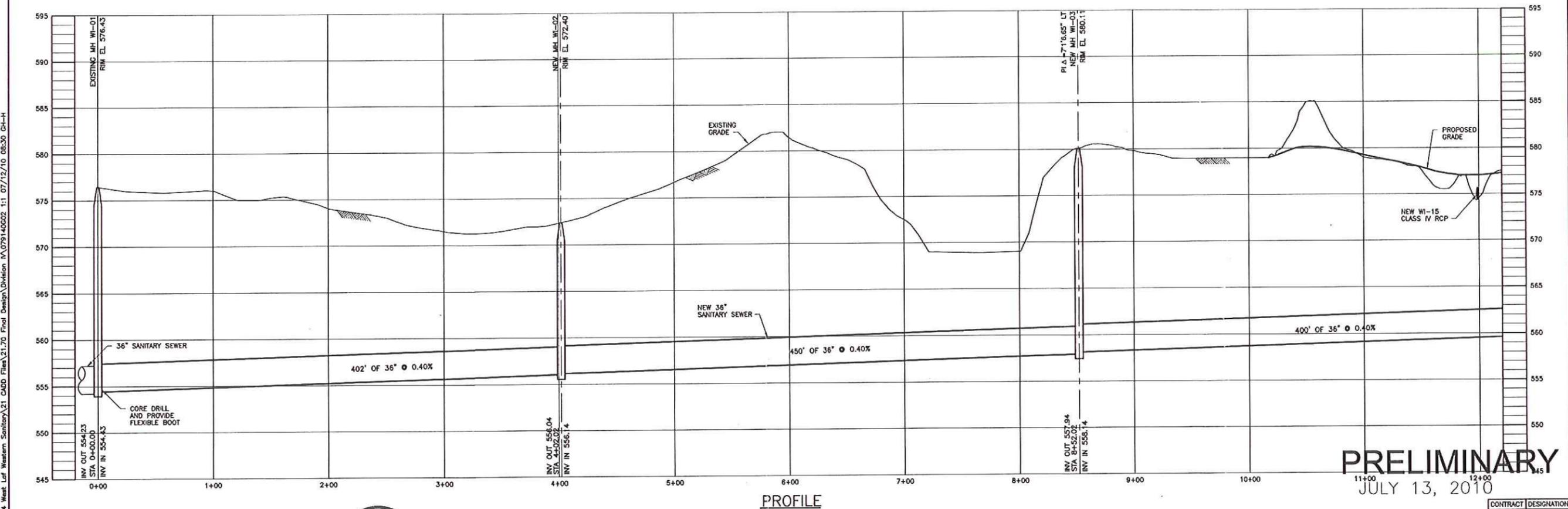
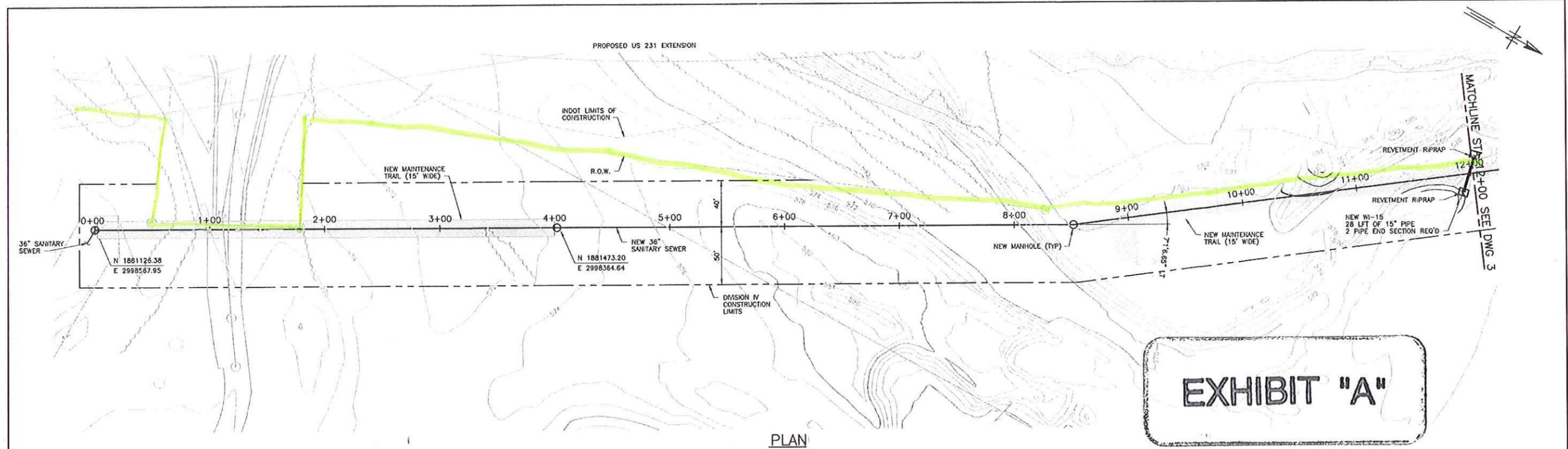


CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

CIVIL
INDEX, GENERAL NOTES, LEGEND
SURVEY CONTROL AND
LOCATION MAP

CONTRACT DESIGNATION	079140001.DWG
IR 29181	1000068
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DWG	1
SHEET	1 OF 9
DATE	JULY 2010
REV	0

3/10



PRELIMINARY
JULY 13, 2010

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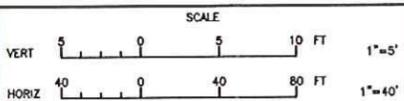
GREELEY AND HANBEN
6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED: JMT
DRAWN: MJR
CHECKED: TEP

APPROVED: [Signature]
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD	REVISION

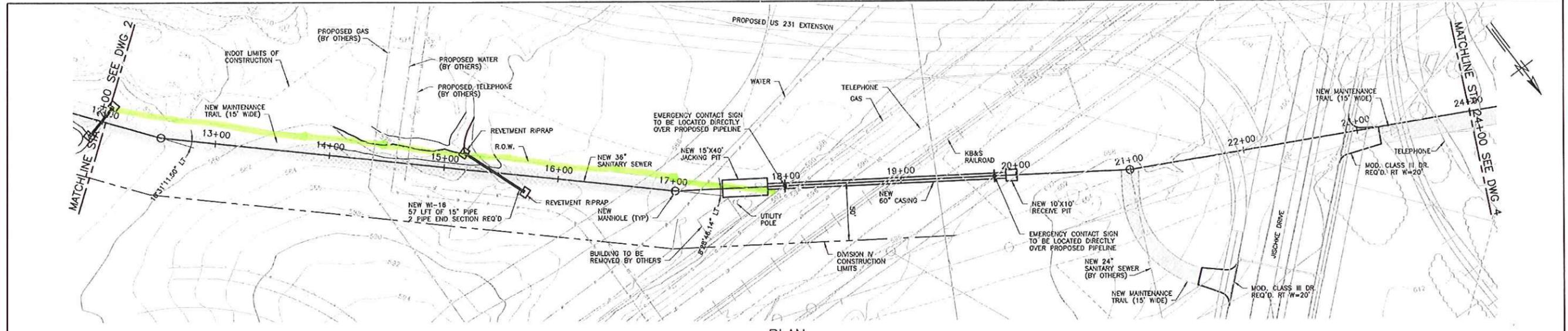


CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

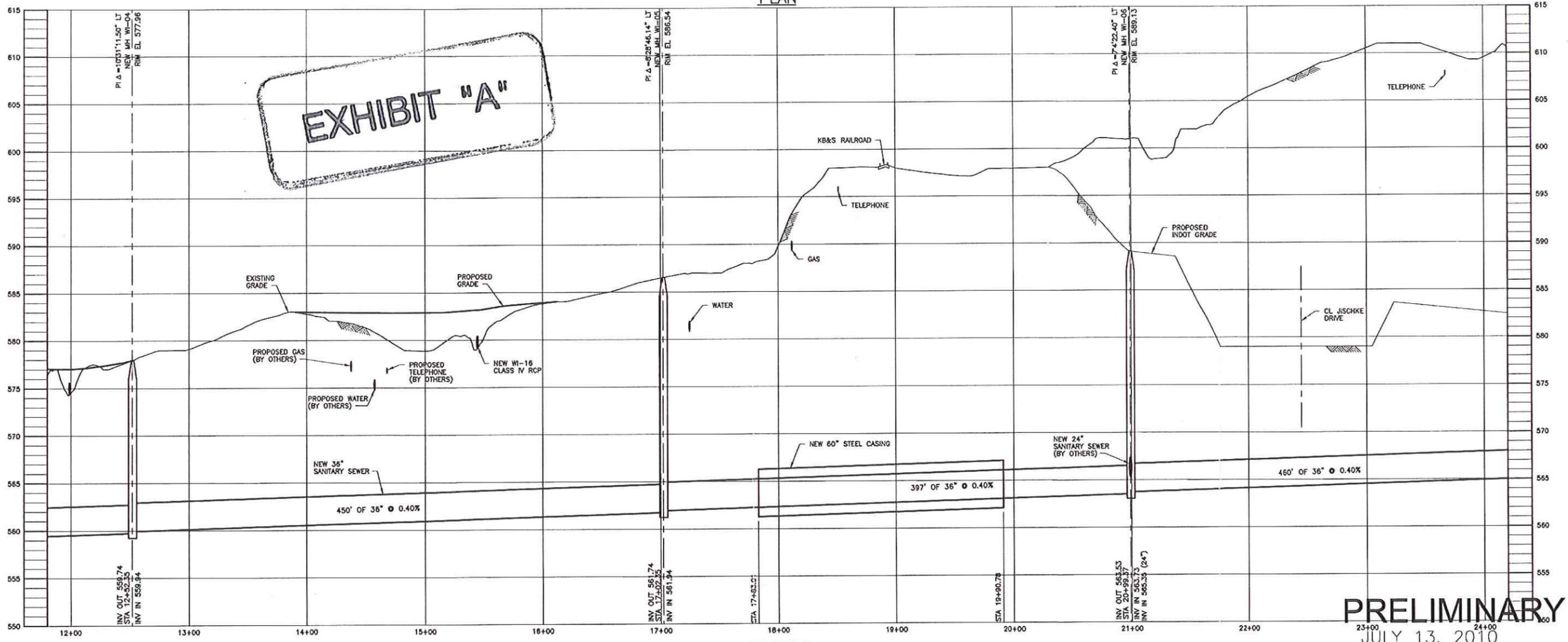
CML
PLAN AND PROFILE
STA 0+00 TO 12+00

CONTRACT DESIGNATION IR 29161 100068	
FILE NAME	079140002.DWG
DWG	2
SHEET	2 OF 9
DATE	JULY 2010
REV	0

4/10



PLAN



PROFILE

EXHIBIT "A"

PRELIMINARY
JULY 13, 2010

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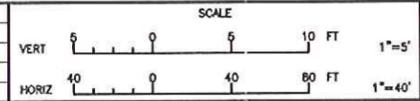
GREELEY AND HANSEN
6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED JMT
DRAWN MJR
CHECKED TEP

APPROVED
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD	REVISION



CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

CIVIL
PLAN AND PROFILE
STA 12+00 TO 24+00

CONTRACT DESIGNATION	IR 29161 1000068
FILE NAME	079140003.DWG
DWG	3
SHEET	3 OF 9
DATE	JULY 2010
REV	0

5/10

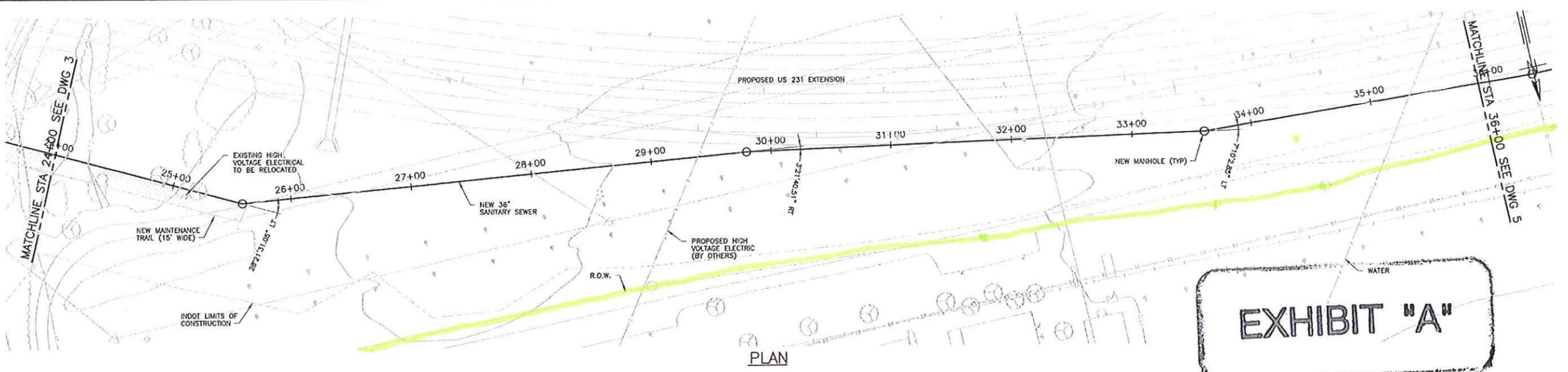
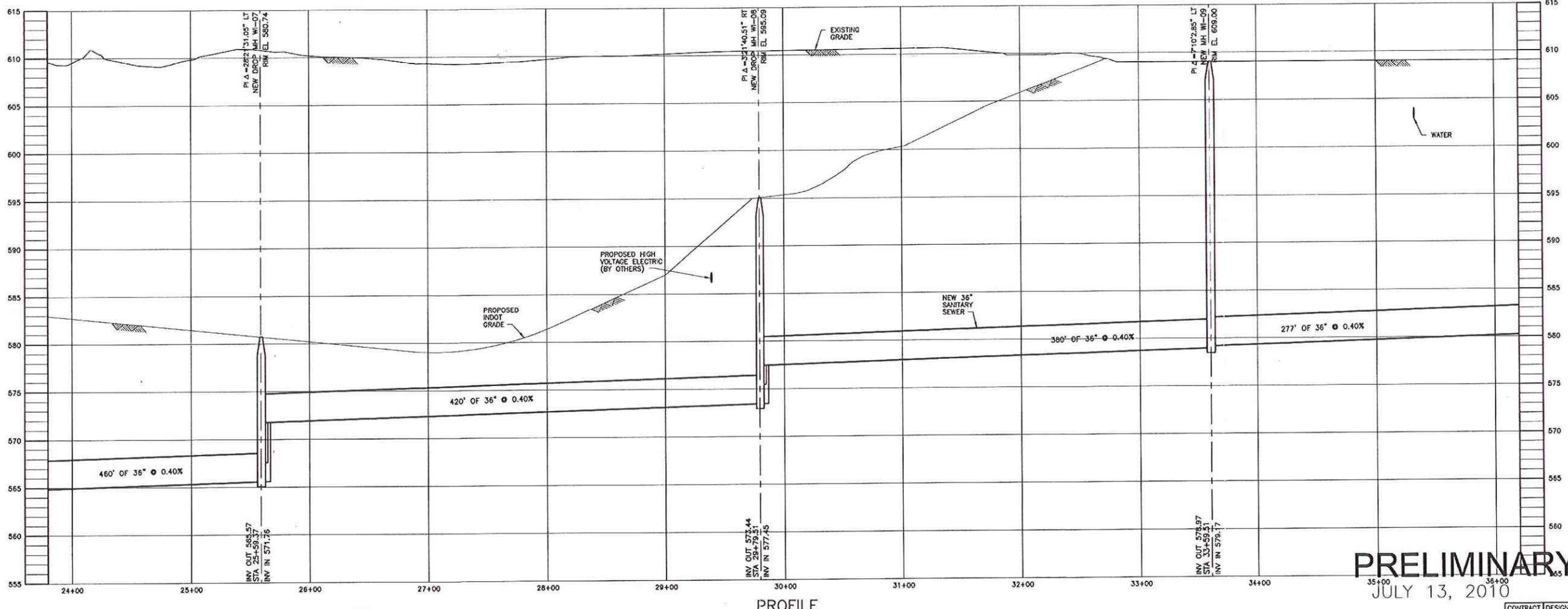


EXHIBIT "A"



PRELIMINARY
JULY 13, 2010

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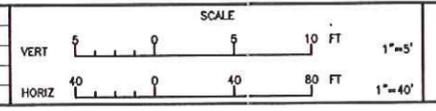
GREELEY AND HANSEN
6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED JMT
DRAWN MJR
CHECKED TEP

APPROVED
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD.	REVISION



CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

CIVIL
PLAN AND PROFILE
STA 24+00 TO 36+00

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SHEET	4 OF 9
DATE	JULY 2010
REV	0

6/10

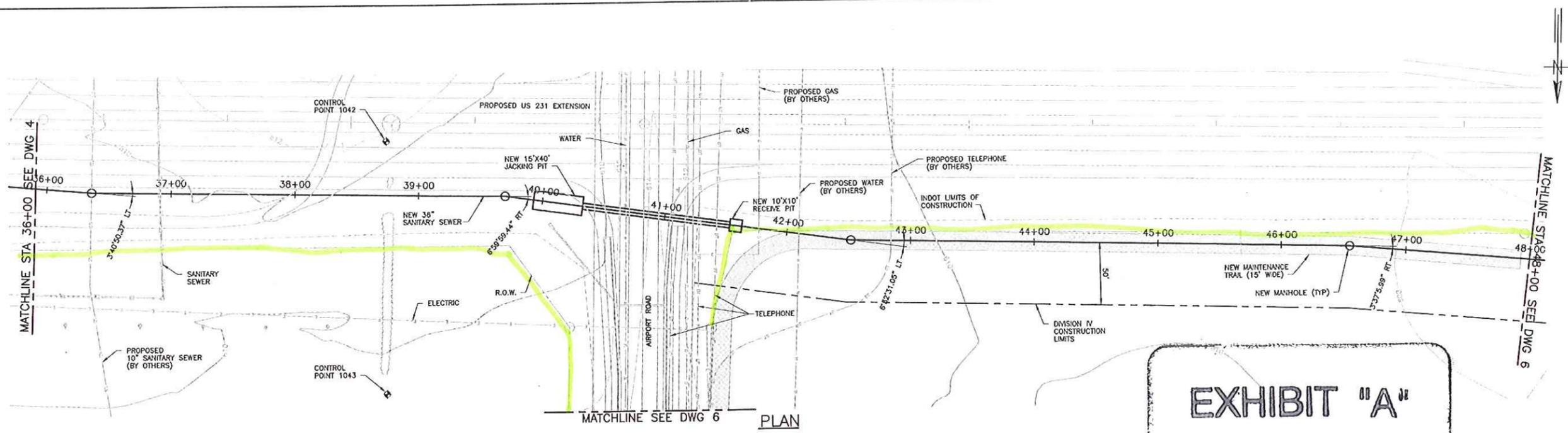
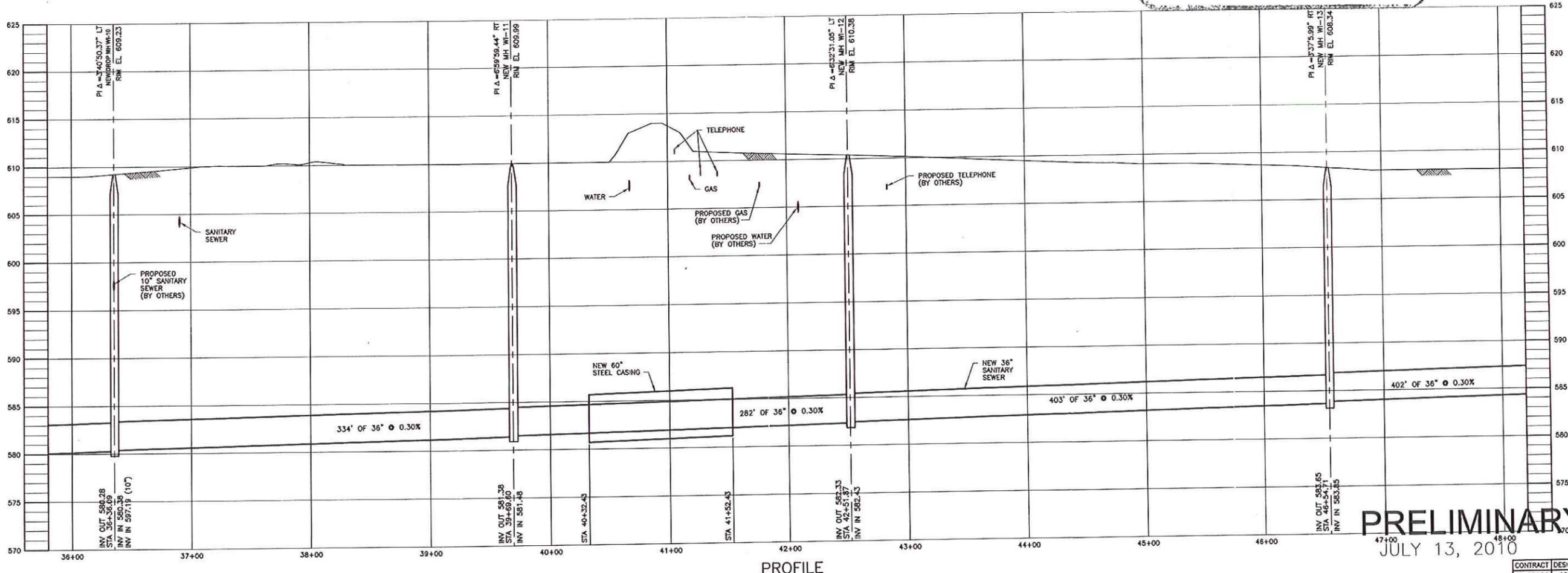


EXHIBIT "A"



PRELIMINARY
JULY 13, 2010

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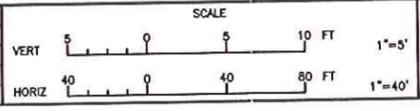
GREELEY AND HANSEN
6640 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED JMT
DRAWN MWR
CHECKED TEP

APPROVED
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD	REVISION

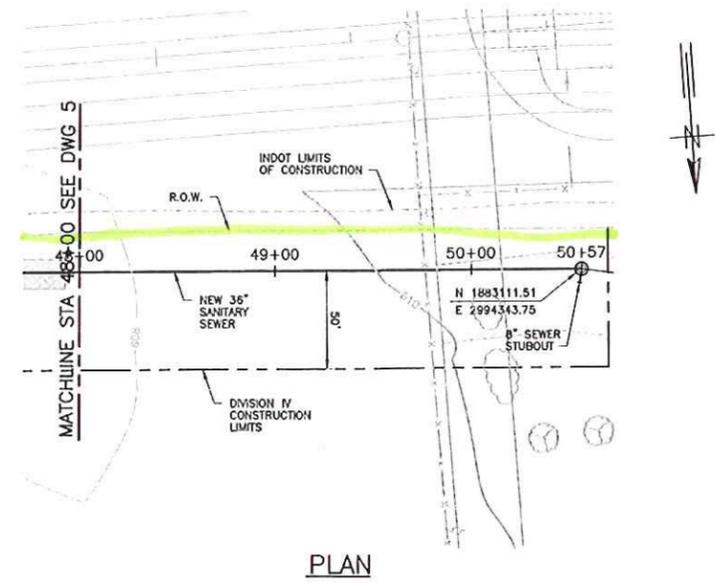


CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

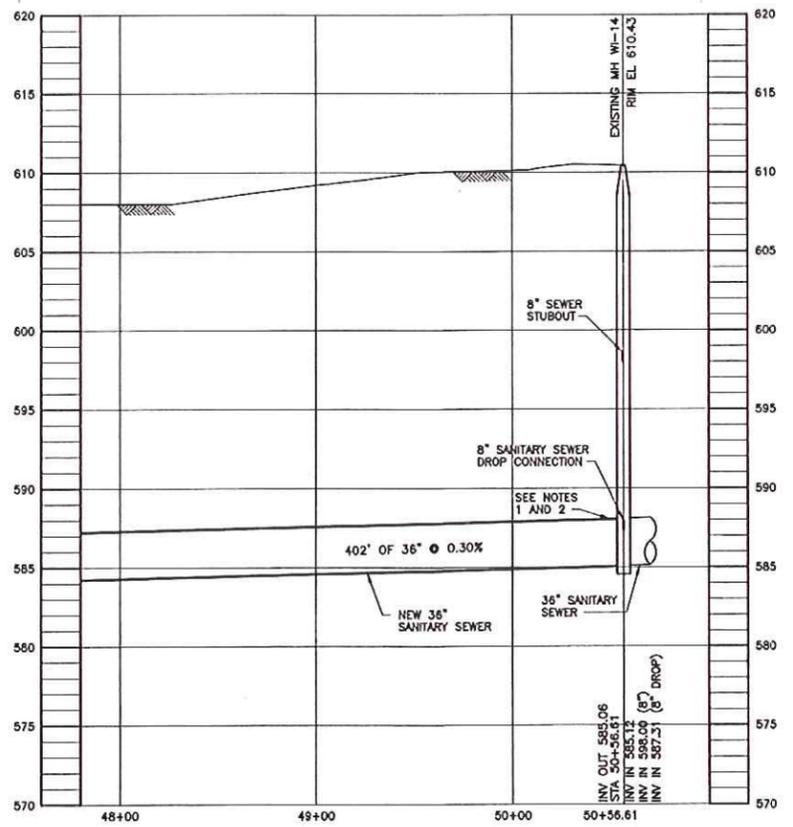
CIVIL
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STA 36+00 TO 48+00

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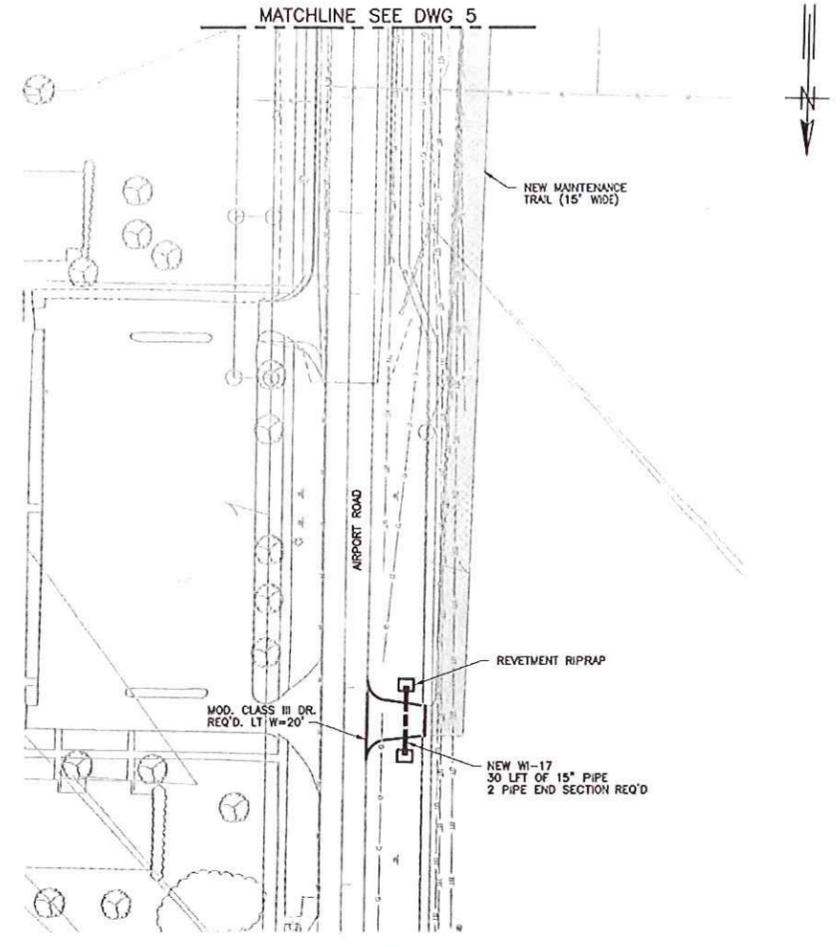
7/10



PLAN



PROFILE



PLAN

EXHIBIT "A"

- NOTES:**
1. REMOVE EXISTING PIPE PLUG AND CONNECT NEW SEWER.
 2. EXISTING SEWER MAY CONTAIN INFILTRATED GROUND WATER. DEWATER PRIOR TO CONNECTING NEW SEWER TO EXISTING MANHOLE.

PRELIMINARY
JULY 13, 2010

FILE: J:\Projects\07914 West Laf Western Sanitary\21 CAD Files\21.70 Final Design\Division IV\079140606 1:1 07/12/10 13:58 GH-H

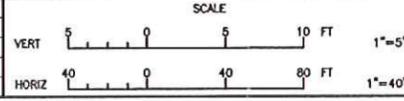
GREELEY AND HANBEN
6840 INTECH BOULEVARD, SUITE 180
INDIANAPOLIS, INDIANA 46278

DESIGNED JMT
DRAWN MJR
CHECKED TEP

APPROVED
SEAL AFFIXED
JULY 12, 2010



NO.	DATE	APPD	REVISION

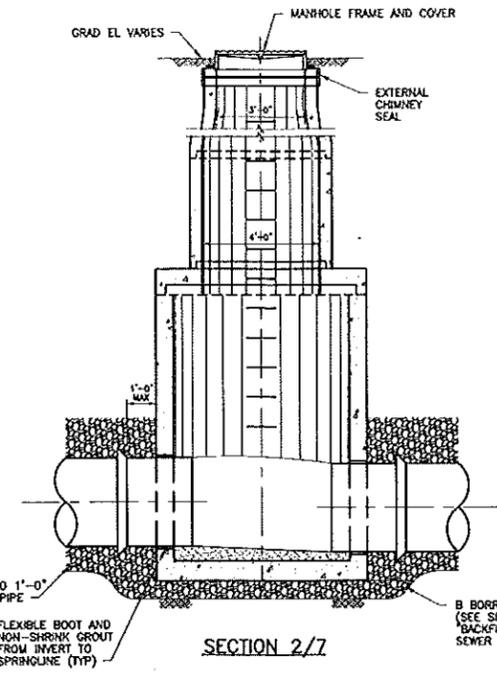
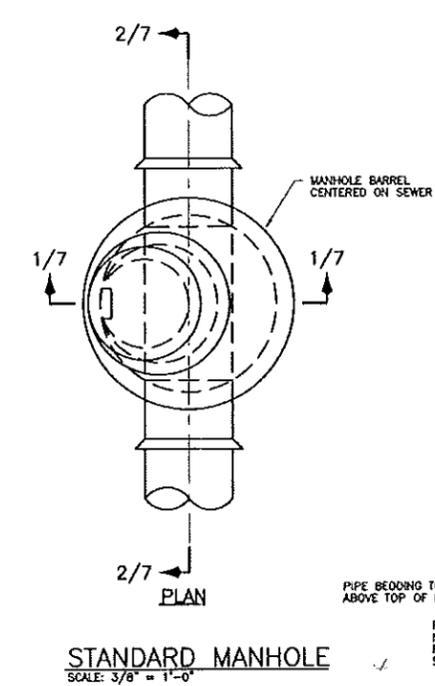
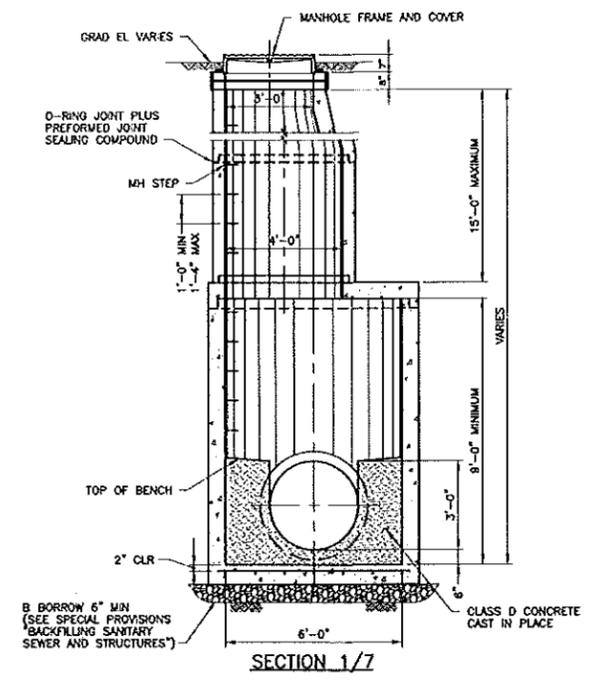


CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

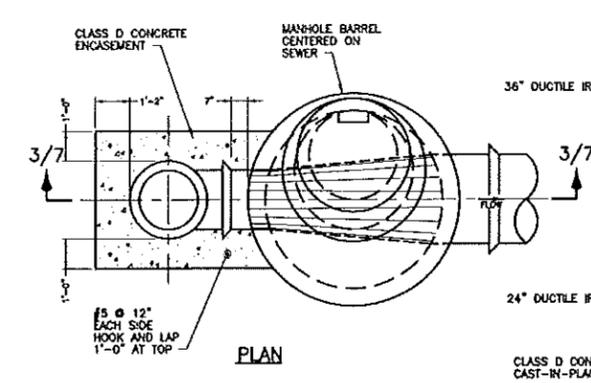
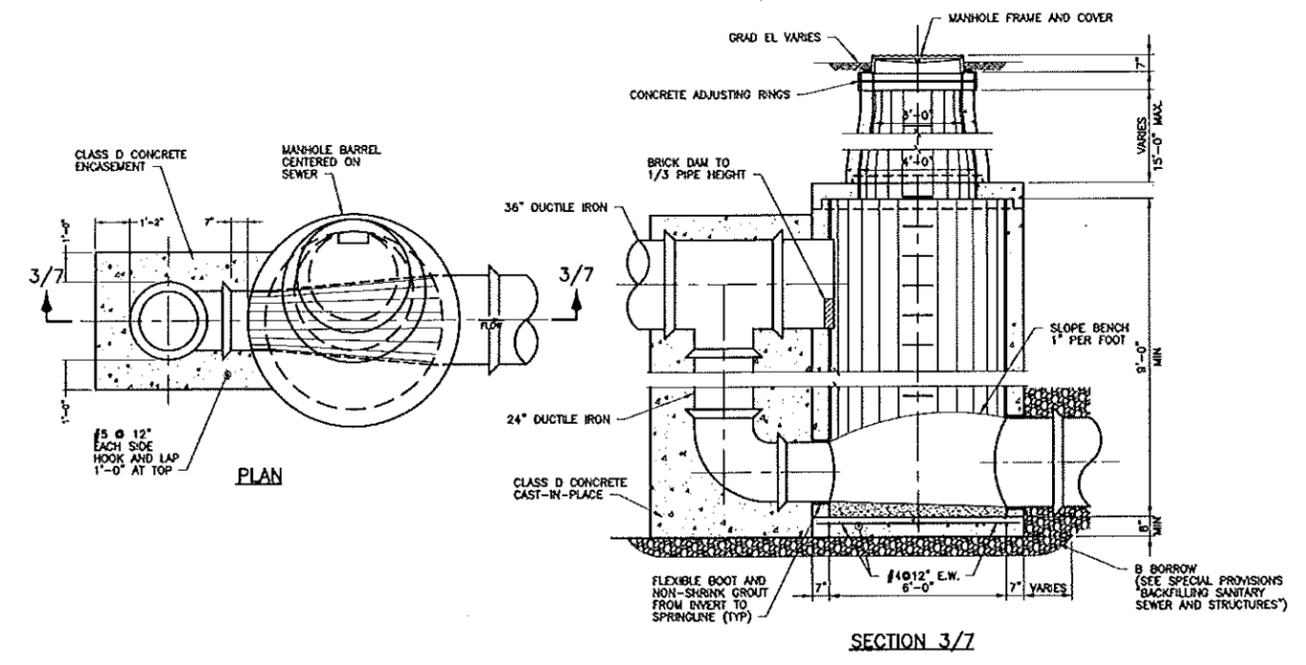
CIVIL
PLAN AND PROFILE
STA 48+00 TO 50+56.61

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FILE NAME	079140606.DWG
DWG	6
SHEET	6 OF 9
DATE	JULY 2010
REV	0

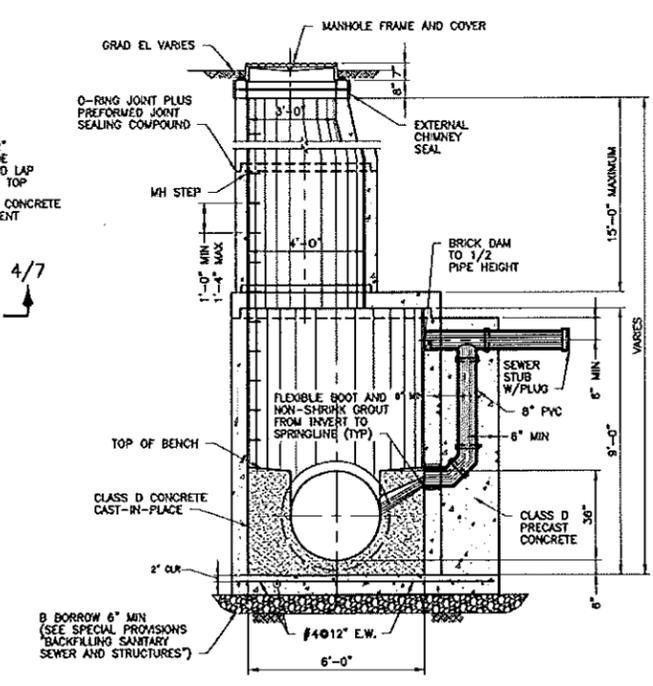
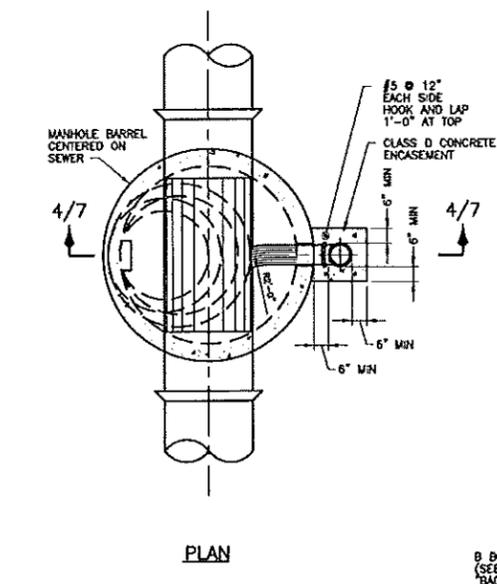
8/10



NOTES:
 1. SEE SPECIAL PROVISIONS "PRECAST CONCRETE MANHOLES, INLETS AND CATCH BASINS" FOR REQUIREMENTS.
 2. IN PAVED AREAS MATCH TOP OF CASTING WITH FINISHED GRADE. IN UNPAVED AREAS EXTEND TOP OF CASTING THREE INCHES ABOVE FINISHED GRADE.



STANDARD DROP MANHOLE
 SCALE: 3/8" = 1'-0"



STANDARD DROP MANHOLE FOR SEWER STUBS
 SCALE: 3/8" = 1'-0"

PRELIMINARY
 JULY 13, 2010

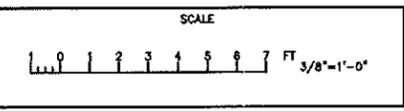
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GREELEY AND HANSEN
 6640 RITECH BOULEVARD, SUITE 180
 INDIANAPOLIS, INDIANA 46278

DESIGNED: JUT
 DRAWN: M/R
 CHECKED: TEP
 APPROVED: SEAL AFFIXED JULY 12, 2010
Paul J. Vogel



NO.	DATE	APPD	REVISION

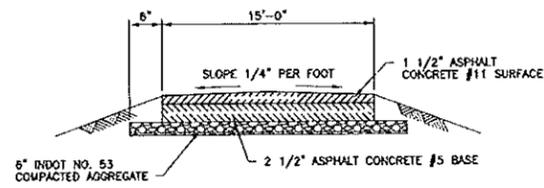


CITY OF WEST LAFAYETTE, INDIANA
 WESTERN SANITARY SEWER INTERCEPTOR
 DIVISION IV

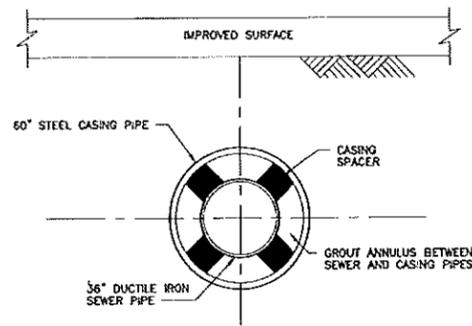
CML
 MANHOLE DETAILS

CONTRACT DESIGNATION	IR 29161 100068
FILE NAME	079140607.DWG
DWG	7
SHEET	7 OF 9
DATE	JULY 2010
REV	0

9/10

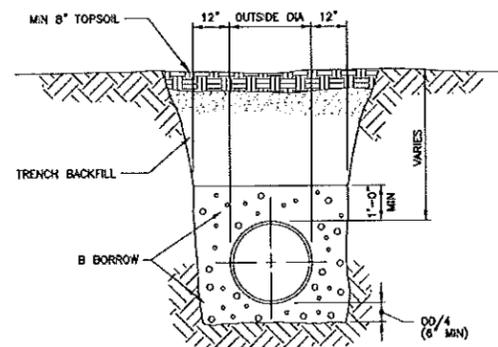


ASPHALT MAINTENANCE PATH
SCALE: NOT TO SCALE



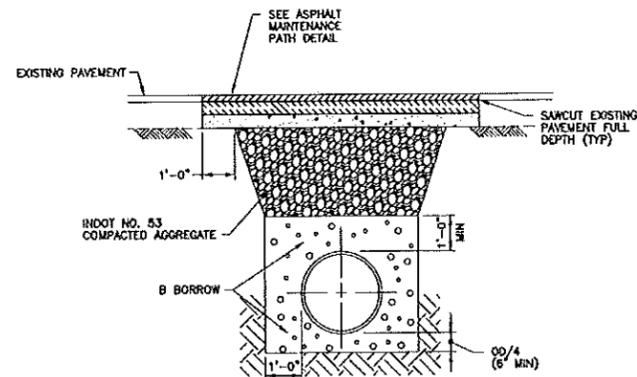
- NOTES:**
1. SEE SPECIAL PROVISION, "TRENCHLESS PIPE INSTALLATION" FOR REQUIREMENTS.
 2. SEAL ANNULUS BETWEEN SEWER AND CASING PIPES AT BOTH ENDS WITH 8" THICK BRICK BULKHEAD.

TYPICAL CASING SECTION
SCALE: NOT TO SCALE



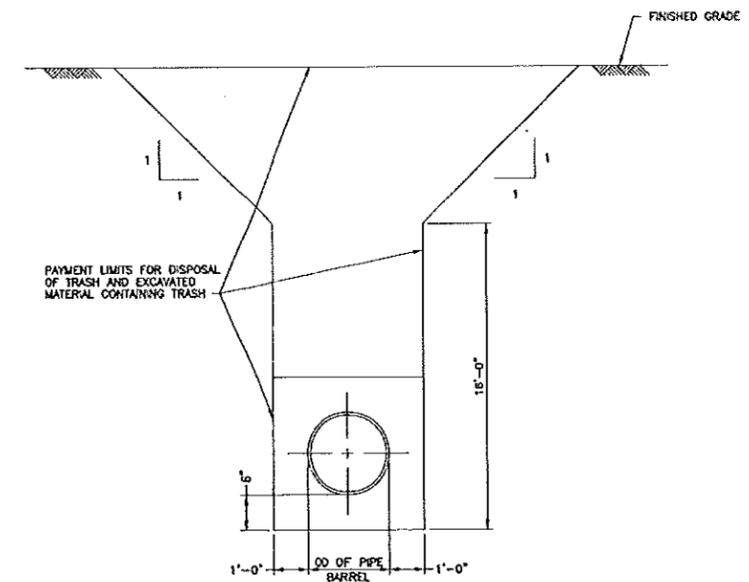
- NOTES:**
1. EXTEND PIPE BEDDING TO UNDISTURBED EARTH AT THE SIDES AND BOTTOM OF THE TRENCH.
 2. SEE SPECIAL PROVISION, "BACKFILLING SANITARY SEWER AND STRUCTURES" FOR MATERIAL REQUIREMENTS, PLACEMENT AND COMPACTION OF PIPE BEDDING AND TRENCH BACKFILL.
 3. TRENCH OUTLINES DO NOT INDICATE ACTUAL TRENCH EXCAVATION SHAPE OF SOIL CONDITIONS. EMBEDMENT MATERIAL SHALL EXTEND THE FULL WIDTH OF THE ACTUAL TRENCH EXCAVATION.

TRENCH DETAIL UNIMPROVED AREAS
SCALE: NOT TO SCALE



- NOTES:**
1. EXTEND PIPE BEDDING TO UNDISTURBED EARTH AT THE SIDES AND BOTTOM OF THE TRENCH.
 2. SEE SPECIAL PROVISION, "BACKFILLING SANITARY SEWER AND STRUCTURES" FOR MATERIAL REQUIREMENTS, PLACEMENT AND COMPACTION OF PIPE BEDDING AND TRENCH BACKFILL.
 3. TRENCH BACKFILL WITHIN A HORIZONTAL DISTANCE OF 5 FEET AND BENEATH ALL ROADWAYS, DRIVEWAYS, MAINTENANCE PATHS, PARKING AREAS AND HIGHWAY SHOULDERS SHALL BE FULL DEPTH INDOT NO. 53 STONE.
 4. TRENCH OUTLINES DO NOT INDICATE ACTUAL TRENCH EXCAVATION SHAPE OF SOIL CONDITIONS. EMBEDMENT MATERIAL SHALL EXTEND THE FULL WIDTH OF THE ACTUAL TRENCH EXCAVATION.

TRENCH DETAIL UNDER IMPROVED AREAS
SCALE: NOT TO SCALE



PAYMENT LIMITS FOR DISPOSAL OF TRASH AND EXCAVATED MATERIAL CONTAINING TRASH
STATION 0+00 TO STATION 5+00
SCALE: NOT TO SCALE

PRELIMINARY
JULY 13, 2010

CONTRACT DESIGNATION
IR 28161 1000088

FILE NAME 079140G08.DWG
DWG 8
SHEET 8 OF 9
DATE JULY 2010 REV 0

FILE: \\Project\07914 - West Laf. Western Sanitary\21.70 Final Design\Division IV\079140G08 1:1 07/13/10 13:07 CH-H

GREELEY AND HANSEN 6640 INTECH BOULEVARD, SUITE 160 INDIANAPOLIS, INDIANA 46278	DESIGNED	JMT	APPROVED	PAUL J. YODER
	DRAWN	MJR	SEAL AFFIXED	No. PE 10200287
	CHECKED	TEP	DATE	JULY 12, 2010
			PROFESSIONAL ENGINEER	STATE OF INDIANA

NO.	DATE	APPD	REVISION

SCALE
NOT TO SCALE

CITY OF WEST LAFAYETTE, INDIANA
WESTERN SANITARY SEWER INTERCEPTOR
DIVISION IV

CIVIL
MISCELLANEOUS DETAILS

Estimate 1000068

Estimated Cost: \$3,895,730.75

Contingency: 0.00%

Estimated Total: \$3,895,730.75

Sanitary Sewer Interseptor

Base Date: 12/08/10

Spec Year:

Unit System: E

Work Type: OTHER TYPE PROJECT (Miscellaneous)

Highway Type: RURAL PRINCIPAL ARTERIAL

Urban/Rural Type: RURAL

Season: SPRING

County: TIPPECANOE

Midpoint of Latitude: 402645

Midpoint of Longitude: 865646

District: 1

Federal/State Project Number: 0819029

Prepared by JMT

Checked by TEP

EXHIBIT "B"

Estimate: 1000068

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
	<u>Description</u> <u>Supplemental Description</u>				
Group 0001: Initial Group					
0001	110-01001 MOBILIZATION AND DEMOBILIZATION	1.000	LS	\$190,545.00000	\$190,545.00
0002	203-02040 EXCAVATION, Y	41.000	TON	\$40.00000	\$1,640.00
0003	616-02320 GEOTEXTILES	20.000	SYS	\$4.27594	\$85.52
0004	616-06405 RIPRAP, REVETMENT	15.000	TON	\$48.52446	\$727.87
0005	715-05419 PIPE, SANITARY SEWER, 36 IN	4,703.000	LFT	\$620.00000	\$2,915,860.00
0006	716-07635 PIPE INSTALLATION, TRENCHLESS, 36 IN	330.000	LFT	\$1,500.00000	\$495,000.00
0007	715-05169 PIPE, TYPE 3, CIRCULAR, 15 IN	115.000	LFT	\$42.46873	\$4,883.90
0008	715-46005 PIPE END SECTION, 15 IN	6.000	EACH	\$331.40924	\$1,988.46
0009	720-94602 MANHOLE, K4, DROP Sanitary	3.000	EACH	\$35,000.00000	\$105,000.00
0010	720-94612 MANHOLE, K4 Sanitary	9.000	EACH	\$20,000.00000	\$180,000.00

Total for Group 0001: \$3,895,730.75

EXHIBIT "B"



Office of the Clerk-Treasurer
Judith C. Rhodes, Ph.D., CPA, IAMC, MMC, CPFA
609 West Navajo Street
West Lafayette, Indiana 47906-1995
765.775.5150
Fax: 765.775.5159
clerk@westlafayette.in.gov

July 16, 2010

Ms. Debra Porter, P.E.
Clark-Dietz Engineering
8900 Keystone Crossing, Suite 900
Indianapolis IN 46240

Dear Ms. Porter,

The City of West Lafayette Wastewater Treatment Utility has funding available and is willing to commit the total necessary for the installation of the Western Interceptor in conjunction with the US231 new alignment from the Wabash River to SR26. The City has available funding of \$2,434,825.71 in the 2004 SRF Loan (#CS18240001) and \$10,531,957.58 in the Improvement Fund of the Utility.

Thank you very much for your assistance in this project. If you need additional information, please feel free to contact me.

Sincerely,

Judith C. Rhodes
Clerk-Treasurer

cc: David S. Henderson, Utility Director

EXHIBIT C

RECEIVED
JUL 19 2009

RESOLUTION NO. BW 05-10

A RESOLUTION COMMITTING FUNDING TO CITY SANITARY
SEWER WORK BEING INCLUDED WITH THE INDIANA
DEPARTMENT OF TRANSPORTATION (INDOT) U.S. 231
RELOCATION PROJECT

Recitals

WHEREAS, the West Lafayette Board of Public Works and Safety recognizes that completing the Western Sanitary Sewer Interceptor is the final project of the City's Combined Sewer Overflow Long-Term Control Plan; and

WHEREAS, the West Lafayette Board of Public Works and Safety recognizes that including the sanitary sewer work in the U.S. 231 Relocation Project will be beneficial to the City; and

WHEREAS, the engineering estimate provided by Greeley and Hansen for this work is \$3,900,000.00 to be paid from the remaining balance of the 2004 SRF loan and the Improvement Fund of the Wastewater Utility.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the West Lafayette Board of Public Works and Safety hereby commits \$3,900,000.00 from a combination of the 2004 SRF loan and the Wastewater Utility Improvement Fund to cover the City's construction costs to be included in the INDOT U.S. 231 Relocation Project.

EXHIBIT C

RESOLUTION NO. BW 05-10

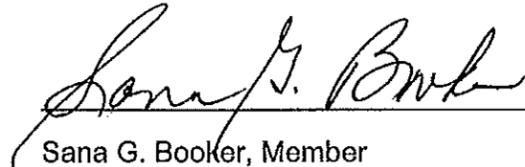
A RESOLUTION COMMITTING FUNDING TO CITY SANITARY SEWER WORK
BEING INCLUDED WITH THE INDIANA DEPARTMENT OF
TRANSPORTATION (INDOT) U.S. 231 RELOCATION PROJECT

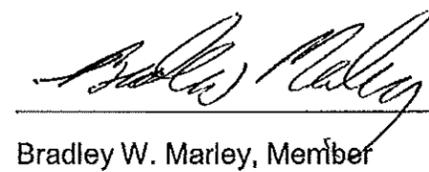
APPROVED:

DATE: 7/19/10

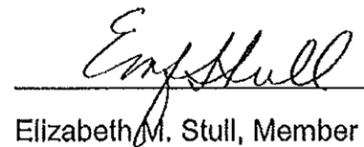
CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

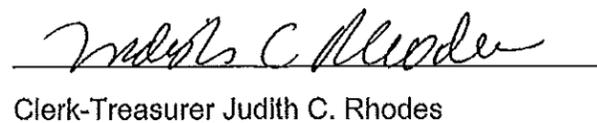

Sana G. Booker, Member


Bradley W. Marley, Member

Jonathan C. Speaker, Member


Elizabeth M. Stull, Member

Attest:


Clerk-Treasurer Judith C. Rhodes