



ENVIRONMENTAL ASSESSMENT

APPENDIX M: SECTION 4(F)/SECTION 6(F)



March 24, 2020

Mr. Andre Denman
Principal Park Planner & Greenways Manager
Indianapolis Department of Public Works
City-County Building
200 E. Washington Street
Indianapolis, IN 46204

Re: Indianapolis Trails – Section 4(f) *De Minimis* and Temporary Occupancy
Des. Nos. 1592385 and 1600808
North Split Project
Indianapolis, Indiana

Dear Mr. Denman:

The Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA) intend to proceed with the I-65/I-70 North Split Interchange Reconstruction Project (North Split Project) (Des. Nos. 1592385 and 1600808) in Indianapolis, Indiana. The project includes reconstruction of the I-65/I-70 North Split interchange, as well as bridge and pavement replacement south along I-65/I-70 to the Washington Street interchange, west along I-65 to approximately Alabama Street (to Illinois Street along 11th and 12th Streets), and east along I-70 to approximately the bridge over Valley Avenue (west of the Keystone Avenue/Rural Street interchange). The project is expected to take place entirely within existing right-of-way.

As part of the environmental evaluation of the community and natural resource impacts of the proposed project, any potential recreation areas must be identified and evaluated for protection under Section 4(f) of the Department of Transportation Act of 1966, 49 USC 303(c). Section 4(f) protects publicly-owned parks, recreational areas (including trails), wildlife and waterfowl refuges, and public and private historic sites against direct or constructive use impacts from transportation projects. Section 4(f) requires coordination with an official with jurisdiction over these historic and recreational resources regarding applicability of Section 4(f) and the impacts of the project on Section 4(f) resources. In the case of recreational properties, the officials with jurisdiction are the officials of the agency or agencies that own or administer the property in question and who are empowered to represent the agency on matters related to the property. The recreational resources described below are within your agency's jurisdiction and are located within or adjacent to the North Split Project area. See Attachment A for more information about the location of the trails.

Indianapolis Cultural Trail (Not a Section 4(f) Resource within Project Area)

The Indianapolis Cultural Trail (Cultural Trail) is a multi-use path located adjacent to the North Split Project area. The Cultural Trail is publicly owned and open to the public, and is considered a Section 4(f) resource. It begins 50 feet west of the project area (west of I-65 at the corner of 10th and Bellefontaine Street) and travels south towards the downtown area. The trail will remain open during construction and access to the trail will not be impacted. No right-of-way will be acquired from the trail, and no part of the trail will be converted to a transportation use.

The pedestrian connection from the Cultural Trail west of the interstate, along 10th Street and under the interstate bridges east to the Monon Trail, is not considered a Section 4(f) resource. The Local Public Agency Project Coordination Contract between the INDOT and the City of Indianapolis dated June 23, 2008 (page 12 of 14), excludes the pedestrian connection from the Cultural Trail to the Monon Trail along 10th Street from Section 4(f) protection (Attachment B). This agreement has expired, but is in process of being updated. No further 4(f) evaluation of this pedestrian connection or the Cultural Trail is required.



Pogue's Run Trail (Section 4(f) Temporary Occupancy)

Pogue's Run Trail is a multi-use path connecting the Monon Trail east to Spades Park along 10th Street and Brookside Avenue. It is considered to be a Section 4(f) resource because it is publicly owned and open to the public. The trail ends on 10th Street at the Monon Trail, approximately 75 feet east of I-65/I-70. Approximately 90 feet of the Pogue's Run Trail east of the Monon Trail are within the project limits. No right-of-way will be acquired from the trail, and no part of the trail will be converted to a transportation use. When 10th Street is temporarily closed during project construction, the portion of Pogue's Run Trail east of the Monon Trail along 10th Street may also be closed. The 90-foot section of trail within the project limits could be closed for several months during the two-year construction project.

Although not required by Section 4(f), a temporary east-west pedestrian/bicycle connection is desired by the City while the 10th Street overpasses are being constructed to serve the Pogue's Run Trail, the Cultural Trail, and other non-vehicular traffic. The most likely route would be Dorman and St. Clair Street, but sidewalks are narrow and in poor condition in some places and there is a lack of Americans with Disabilities Act (ADA) accessible ramps. The project team will discuss with INDOT and FHWA a potential request for a waiver of ADA requirements from the City in order to sign the detour since it would be temporary. INDOT will continue to work with the City regarding this concern.

Because a 90-foot section of the Pogue's Run Trail may be temporarily closed during project construction, it is being evaluated for Section 4(f) temporary occupancy. Under 23 CFR 774.13(d), a temporary occupancy of protected land for a construction project will not constitute a Section 4(f) use when all of the conditions listed below are satisfied:

1. Duration must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land;
2. Scope of the work must be minor, i.e., both the nature and the magnitude of the changes to the Section 4(f) property are minimal;
3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis;
4. The land being used must be fully restored, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project; and
5. There must be documented agreement of the official(s) with jurisdiction over the Section 4(f) resource regarding the above conditions.

For the proposed North Split Project, closure of a short section of the Pogue's Run Trail will be temporary and less than the time needed for construction of the project. There will be no permanent alterations or adverse physical impacts to the trail, and it will be re-opened in a condition which is as good as that which existed prior to the project. **As the official with jurisdiction over Pogue's Run Trail, your documented agreement of this project's meeting the above five criteria is required in order for the trail closure to be considered a temporary occupancy under Section 4(f).**

Monon Trail (Section 4(f) De Minimis Use)

As a publicly-owned multi-use path that is open to the public, the Monon Trail is considered to be a Section 4(f) resource. The trail travels beneath several interstate bridges within the interchange. No right-of-way will be acquired from the trail; however, temporary closure of the trail will be necessary during the construction of the project. The trail is expected to be closed intermittently for up to two years. Because of the length of time that the Monon Trail will be closed, this would not be considered a temporary occupancy under Section 4(f) and a *de minimis* impact determination is proposed. A *de minimis* impact is one that, after taking into account any measure to minimize harm (such as avoidance, minimization, mitigation or



enhancement measures), the project will not adversely affect the activities, features, or attributes qualifying a park, recreation area, or refuge for protection under Section 4(f). A *de minimis* impact determination requires public involvement and concurrence from the official with jurisdiction.

The Maintenance of Traffic (MOT) for the project will require that a pedestrian/bicycle detour be available when the trail is closed. The proposed detour will involve widening and enhancing a portion of the existing Old Northside Trail, which is located on an INDOT-owned parcel that is managed by the Indianapolis Parks and Recreation Department as the Frank and Judy O'Bannon Old Northside Soccer Park. The existing Old Northside Trail is approximately five feet wide and will require widening to 12 feet. The 17-acre public park includes a sports complex and the 0.7-mile paved Old Northside Trail that provides access to the Monon Trail. Access to the park will be maintained at all times during construction.

The detour will begin where the Monon Trail connects to the Old Northside Trail, along the south edge of the park. A "node" will be constructed where the existing Monon Trail and the detour connect in accordance with Indy Greenways design standards. The detour will widen and reconstruct the Old Northside Trail for approximately 870 feet, then it will require construction of a trail that will continue west/southwest for approximately 600 feet within the existing interchange right-of-way and join College Avenue. The portion of the detour from the "node" at the Monon Trail to College Avenue will be a 12-foot wide path. The detour will continue as 12-foot multiuse path (shared by pedestrians and bicyclists) along the east side of College Avenue south to approximately 200 feet north of the intersection of College Avenue and 11th Street. Approximately 200 feet north of the intersection of College Avenue and 11th Street, a temporary multiuse path will be constructed within INDOT right-of-way east of College Avenue to connect to 10th Street and the Cultural Trail. The entire detour route will be constructed within existing INDOT or City right-of-way and will be compliant with the Americans with Disabilities Act (ADA). The portions of the trail from the Monon Trail to College Avenue and south along College Avenue will remain a permanent feature. The portion from College Avenue to the Cultural Trail, southwest of the interchange, may be a temporary and removed after construction. INDOT is working with the City and FHWA to determine if the portion of the trail southwest of the interchange may remain as a permanent feature. See Attachment C for a map of the proposed Monon Trail detour.

A flagger may be used at times for the Monon Trail or the portion of the path along College Avenue if construction equipment is required to access the interchange area. The Monon Trail or the detour described above will be used to maintain bicycle and pedestrian traffic during construction. If for some reason during construction, closure of both the Monon Trail and the detour described above are required, the design-build contractor may provide a short-term temporary detour for bicyclists and pedestrians of no more than three consecutive days. A short-term detour can only be used two times per year and must have written approval from INDOT and the City of Indianapolis.

As the official with jurisdiction over the Monon Trail, your documented agreement this project will not adversely affect the activities, features, or attributes qualifying the trail for protection under Section 4(f) is required in order for the trail closure and detour to be considered a *de minimis* impact under Section 4(f).

Conclusion

The North Split Project will not require acquisition of right-of-way from any parks or trails, and therefore no recreational properties will be altered or permanently incorporated into the transportation project.

Because Pogue's Run Trail will be temporarily closed during project construction, it is being evaluated for Section 4(f) temporary occupancy.



Closure of the Monon Trail will be intermittent for up to two years. There will be no permanent alterations or adverse physical impacts to the trail, and it will be re-opened in a condition which is at least as good as that which existed prior to the project. Because a detour will be provided for pedestrian users, the proposed project will not adversely affect the activities, features, or attributes qualifying the trail for protection under Section 4(f).

A response from you is requested within 30 days to determine the following:

If you agree with the statements below, please sign this letter and return it for inclusion in the environmental document for this project.

As the Official with Jurisdiction over Pogue's Run Trail, I agree that the proposed project meets the above five criteria for temporary occupancy of a Section 4(f) resource.

SIGNATURE: 

DATE: 5/11/2020

Printed Name and Title: Andre T Denman, Park Planner + Greenways Manager

As the Official with Jurisdiction over the Monon Trail, I agree that the proposed project will not adversely affect the activities, features, or attributes qualifying the trail for protection under Section 4(f).

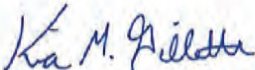
SIGNATURE: 

DATE: 5/11/2020

Printed Name and Title: Andre T Denman, Park Planner + Greenways Manager

If you have any questions regarding this matter, please feel free to contact Kia Gillette, of HNTB Corporation, at kgillette@hntb.com or 317-917-5240. Thank you for your assistance in the development of this project.

Sincerely,
HNTB CORPORATION



Kia M. Gillette
Environmental Project Manager

Attachments: Attachment A: Project Location Map with Recreational Resources



Attachment B: Indianapolis Cultural Trail, Local Public Agency Project Coordination
Contract between INDOT and the City of Indianapolis
Attachment C: Monon Trail Detour Map

Cc: Ron Bales, INDOT Environmental Services Division
Brandon Miller, INDOT Environmental Services Division
Michelle Allen, FHWA
Runfa Shi, INDOT Project Manager

Section 4(f) Coordination Letter

Attachment A

**Project Location Map with
Recreational Resources**



<p>----- Trail</p> <p>Project Limits</p> <p>Managed Land</p>	<p>N</p> <p>0 325 650 Feet</p>	<h2>I-65/I-70 North Split Interchange Reconstruction Project</h2>	
		<p>Des. Nos. 1592385 & 1600808</p>	<p>Graphics created by HNTB Corporation (2019)</p>
		<p>1 inch = 653 feet</p>	

Section 4(f) Coordination Letter

Attachment B

**Indianapolis Cultural Trail, Local
Public Agency Project Coordination
Contract between INDOT and the
City of Indianapolis**



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

Received
DEC 18 2008
AG

IDOA Contracts

2/13

RB

1. EDS Number: A249-8-320802		2. Date prepared: 7/1/2008	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment#	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal #	
<input type="checkbox"/> QPA		<input checked="" type="checkbox"/> Other INTERGOV	
FISCAL INFORMATION			
4. Account Number: 4000-10816		5. Account Name: FEDERAL TOPICS PROGRAM	
6. Total amount this action: \$6,734,344.00		7. New contract total: 6,734,344.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2008 \$6,734,344.00			
Year \$			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 7/1/2008		12. To (month, day, year): 12/31/2010	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement			
<input type="checkbox"/> RFP# <input checked="" type="checkbox"/> Other (specify) INTERGOV			
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC-8-14-1-11			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) State - Local Public Agency contract for Cultural Trail NE from Alabama Street to Monon Trail.			
38. Justification of vendor selection and determination of price reasonableness: State-Local Public Agency contract for the expenditure of federal and local funds. No State funds involved.			
39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval 		41. Date Approved 12-14-08	
44. Attorney General's Office approval 		45. Date Approved 12-31-08	
42. Budget agency approval 		43. Date Approved 12/30/08	
46. Agency representative receiving from AG		47. Date Approved	

AGENCY INFORMATION	
14. Name of agency: Indiana Dept of Transportation	15. Requisition Number:
16. Address: Dept Of Transportation Technical Services Div 100 N SENATE AVE RM N855 INDIANAPOLIS, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Stephen Dilk	18. Telephone #: 317/232-5317
19. E-mail address: sdilk@indot.in.gov	
COURIER INFORMATION	
20. Name: Jodi Williams	21. Telephone #: 317-232-5325
22. E-mail address: jwilliams@indot.state.in.us	
VENDOR INFORMATION	
23. Vendor ID # 0000121947	
24. Name: INDIANAPOLIS CITY CONTROLLER	25. Telephone #: XXXXXXXXXXXXXXXXXX
26. Address: 2221 CITY-COUNTY BUILDING 200 E. WASHINGTON STREET INDIANAPOLIS, IN 46204	
27. E-mail address: XXXXXXXXXXXXXXXX	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RECEIVED

DEC 31 2008

OAG-ADVISORY

30282-000

**LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

Between

INDIANA DEPARTMENT OF TRANSPORTATION

and

CITY OF INDIANAPOLIS

EDS #: A249 - 8 - 320802

See page 12 of 14 for language about avoiding Section 4(f) resource creation.

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

EDS # A249 - 8 - 320802

This Contract is made and entered into December 15, 2008, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the Department of Public Works, City of Indianapolis, a Local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to the State, regarding contract provisions shall be sent to:

Local Programs Division
ATTN: LPA Manager
IGCN, Room N855
100 North Senate Avenue.
Indianapolis, Indiana 46204

- B. Notices to State regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, IN 46140

- C. Notices to the LPA shall be sent to:

David Sherman, Director
Department of Public Works, Suite 2460
200 East Washington Street, Indianapolis, IN 46204

RECITALS

WHEREAS, LPA has applied to INDOT and the Federal Highway Administration (FHWA) has approved the LPA's application to receive Federal Funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to provide the Local funding match for the Federal monies as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain scheduling, project description, the LPA's funding commitment and other such terms required for receipt of the Federal Funds, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES desire to maximize funds available for the Project consistent with all Federal laws and regulations, including but not limited to Title 23 of the United States Code, Title 49 of the United States Code, Title 23 of the Code of Federal Regulations, Title 49 of the Code of Federal Regulations, National Environmental Policy Act, Clean Air Act, Federal Water Pollution Control Act, Land and Water Conservation Fund Act, The Civil Rights Act, Uniform Relocation and Real Property Acquisition Act, Brooks Act, and

WHEREAS, the PARTIES have authority to execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 8-23-17-19, 36-1-4-7, 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulation, and.

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

WHEREAS, INDOT is the owner of property described on Exhibit 2 and Exhibit 3 attached hereto;

WHEREAS, the LPA is, or will be, the operator of a pedestrian/bicycle trail in the City of Indianapolis, Indiana that crosses under I-65 and I-70 (hereinafter referred to as Trail); and

WHEREAS, the trail is, or will be, located in the City of Indianapolis along Bellefontaine and 10th Street, leading to the Monon Trail entrance on 10th Street; and

WHEREAS, INDOT and LPA desire an agreement regarding the presence, maintenance, liability, and advertising of the trail and appurtenances associated with the Trail.

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the adequacy of which consideration as to each of the parties to this Agreement is hereby mutually acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, INDOT and LPA hereby covenant and agree as follows:

The "Recitals" and "Notice to Parties" above is hereby made an integral part and specifically incorporated into this Contract.

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A, herein attached to and made an integral part of this Contract (the "Project").

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B

(LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives as described in INDOT's "Local Programs Resource Guide" which manual is herein incorporated by reference.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **FUNDING COMMITMENTS.** The maximum amount of Federal aid, including credits is \$ 7,000,000.00. INDOT's maximum contribution of State Funds under this Contract is \$ \$ 0.00. Payment will be made for the services performed under this Contract in accordance with Attachment D (Funding Commitment), which is attached to and made an integral part of this Contract. No increase of Federal aid shall be effective unless INDOT and FHWA approve it.

The LPA agrees to the funding participation below (Note: the actual funding structure is contained in Attachment D). Failure to comply with Federal requirements may result in FHWA withdrawing participation in the Project and the LPA is responsible for repayment of Federal Funds already disbursed:

Construction of	_____	Federal Participation	_____	Local Only
Alabama portion	<u>X</u>	Use as Credit		
Environmental:	_____	Federal Participation	<u>X</u>	Local Only
		Use as Credit		
Design:	_____	Federal Participation	<u>X</u>	Local Only
		Use as Credit		
Right of Way:	_____	Federal Participation	<u>X</u>	Local Only
		Use as Credit		
Construction Eng.:	_____	Federal Participation	<u>X</u>	Local Only
Construction:	<u>X</u>	Federal Participation	_____	Local Only
Utility Relocation:	_____	Federal Participation	<u>X</u>	Local Only
Railroad Const.:	<u>N/A</u>	Federal Participation	_____	Local Only

SECTION V **TERM AND SCHEDULE.**

The term of this Contract shall be from the date of the last signature affixed to this Contract to the earlier of December 31st of the second year after the programmed construction year of 2008 or final project audit. A schedule for completion of the services and deliverables is described in Attachment E (Major Milestones and Project Schedule), herein attached and made an integral part of this Contract.

SECTION VI **GENERAL PROVISIONS**

The LPA and any subsequent parties to this contract shall follow the "General Provisions", number 1 through 20, including the noncollusion, to the extent these provisions are applicable under law to the LPA. The LPA shall also cause any contractor or agent working on the Project to follow the "General Provisions" and will include the "General Provisions" in any contract entered into regarding the work for the Project.

1. **Access to Records.** The LPA will maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times under the Contract period and for three (3) years from the date of final payment by the FHWA to the LPA through INDOT under the Contract, for inspection or audit by INDOT, FHWA or any other authorized representatives of the Federal Government and copies thereof shall be furnished, if requested.

2. **Audit.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. Seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

3. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA 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.

 - C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier sub contracts, 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. **Compliance with Laws.**
 - A. The LPA 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 of any State or Federal statute or the promulgation of regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- B. The LPA 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.*, Indiana Code § 4-2-7, *et. seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<[<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/)>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable State or Federal laws.
- C. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
- D. As required by IC 5-22-3-7: (1) the LPA and any officials of the LPA certify that (A) the LPA, 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 LPA 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 LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA: (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.

5. 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 a contract pursuant to this LPA Contract;
 2. An individual who has an interest of three percent (3%) or more of LPA's contractor, if the contractor 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 Contract without recourse by the LPA 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 LPA gives INDOT an opinion by the Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or code relating to ethical conduct of State employees. INDOT may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. The LPA has an affirmative obligation under this Contract to disclose to INDOT when an interested party is or becomes an employee of INDOT. The obligation under this section extends only to those facts that the LPA knows or reasonably could know.

6. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

7. **Disputes.**

- A. Should any dispute arise with respect to the Contract, the LPA and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the LPA as a result of such failure to proceed shall be borne by the LPA, and the LPA shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of this dispute to the Commissioner of the Indiana Department of Administration (IDOA). The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA and INDOT within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration or mediation for the determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
8. **Drug-Free Workplace Certification.** The LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it shall give written notice to the INDOT and the IDOA within ten (10) days after receiving actual notice that an employee of the LPA in the State of Indiana has been convicted of a criminal drug violation occurring in the LPA's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, LPA hereby further agrees that this Contract 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 IDOA is requiring the inclusion of this certification in all contracts with 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 LPA and made a part of the contract or agreement as part of the contract documents.

The LPA certifies and agrees it shall provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a Statement notifying their employees the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the

- actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties which 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 as a condition of continued employment the employee shall (1) abide by the terms of the Statement; and (2) notify the LPA 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 the State within ten (10) days after receiving notice from an employee under subdivision (B)(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.
9. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract 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 give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract 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 Contract.
 10. **Funding Cancellation Clause.** When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract 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.
I.C.2-17-3
 11. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

12. **Insurance; Liability for Damages.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any claims and suits including court costs, attorneys fees, and other expenses caused by any act or omission of the LPA under this Contract or any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, to the person or property of anyone on or off the Project arising out of, or resulting from the work covered by this Contract 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 of negligence of the LPA, including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order or decree. The LPA 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 the LPA shall default under the provisions of this Section. INDOT shall not provide such indemnification to the LPA. Notwithstanding the proceeding provisions of this Section, the obligation of the LPA to indemnify, and hold harmless shall only arise if the LPA also would be liable under IC 34-13-3. Further the liability of the LPA shall be limited by the provisions of IC 34-13-3-4.
13. **Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
14. **Non-Discrimination.**
- A. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
 - B. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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 Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964 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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, religion and disability.) The following are examples of where this policy shall be applied relative to the INDOT.

INDOT shall not:

- C. Discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. Locate or design a highway in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons, (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability).
- E. Locate, design or construct a highway in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability.)
- F. Discriminate against eligible persons in relocation payments, in providing relocation payments and in providing relocation advisory assistance where relocation is necessitated by highway right-of-way acquisitions.
- G. Discriminate against the traveling public and business users of the highway in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation and vehicle servicing) constructed on, over or under the right-of-way of such highways.
- H. Neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

INDOT shall:

- I. Take appropriate actions to correct any deficiency determined by itself and/or the FHWA within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
15. **Payment.** All payments made by INDOT, if any, 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 LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
16. **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, I. C. 34-54-8, and I. C. 34-13-1.
17. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of Federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
18. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
19. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
 Indiana Department of Transportation
 100 North Senate Avenue, Room N758
 Indianapolis, IN 46204-2249

20. **State Boilerplate Affirmation.** I swear or affirm under penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the March 2008 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses: 4-17, 21-26, 28-32, 34-37, and 39-45.

SECTION VII SPECIAL CONDITIONS

The LPA and any subsequent parties to this contract shall follow the "Special Conditions" as set out in Attachment F, herein attached and made an integral part of this Contract, to the extent these conditions are applicable by law to the LPA. The LPA shall also cause any contractor or agent working on the project to follow the "Special Conditions" and will include the "Special Conditions" in any contract entered into regarding work for the Project.

SECTION VIII ENCROACHMENT AGREEMENT

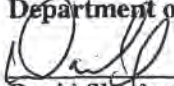
- A. INDOT is the owner of property described in Exhibit 2 and Exhibit 3, which are attached to and made an integral part of this Contract. LPA desires an encroachment agreement regarding the presence, maintenance, liability, and advertising of the Indianapolis Cultural Trail and appurtenances associated with the Trail on said property. The Parties therefore agree that for a period of ten (10) years, commencing as of the date this Contract is approved by the Attorney General of Indiana or his authorized representative as to form and legality, the LPA and its successors, agents, employees, and assigns may encroach upon the property described in Exhibit 2 and Exhibit 3 for purposes of fulfilling its obligations under this Contract and performing activities associated with the Project.
- B. The Parties agree that the entire terms and conditions of the Encroachment Agreement ("Encroachment Agreement") are contained within this Contract and that no other agreements, terms, or conditions pertaining to the encroachment authorized herein exist. This Encroachment Agreement shall be subject to renewal upon the same terms and conditions for four (4) successive ten (10) year periods. This Encroachment Agreement shall be subject to cancellation and termination by either party upon the giving the other party ninety (90) days written notice of such action. Upon cancellation of this Encroachment Agreement, LPA shall restore the subject right-of-way to a condition acceptable to INDOT within one hundred-twenty (120) days at no cost to INDOT.
- C. This Encroachment Agreement does not grant any interest in land, nor does it establish a permanent park, recreation area, wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal-Aid Highway Act of 1988, nor does it establish a shared use facility which would require replacement if INDOT used the property for highway purposes. LPA agrees to reimburse INDOT for any expenses it incurs upon a finding by the Federal Highway Administration that the Trail is considered a permanent park, recreation area, wildlife or waterfowl refuge facility under Section 4(f) of the Federal-Aid Highway Act of 1988.

- D. Any use permitted by this Encroachment Agreement remains secondary to the interest of INDOT to use the subject right-of-way for other transportation purposes. LPA shall surrender any part of the subject right-of-way that is required for future expansion, modification, or maintenance of I-65 or I-70 or its connecting facilities.
- E. After completion of the Project, no modification of the Trail, other than regularly scheduled maintenance, shall be undertaken by LPA without written permission from INDOT.
- F. The location of the Trail and the areas of the I-65 and I-70 right-of-way used for the Trail shall be in substantial conformity with the drawings labeled Exhibit 2 and Exhibit 3 and incorporated in this Contract as part of Attachment B.
- G. LPA shall not acquire any right, title, or interest in or to the State of Indiana's property or the portion thereof affected by this Encroachment Agreement, except the right to maintain the Encroachment in accordance with the terms and conditions of this Encroachment Agreement.
- H. LPA shall further have, as part of this Encroachment Agreement, the rights and duties set forth Attachment B of this Contract. INDOT shall further have, as part of this Encroachment Agreement, the rights and duties set forth in Attachment C, attached to and made an integral part of this Contract.

Non-Collusion

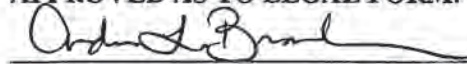
The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly,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

The CITY of INDIANAPOLIS
Department of Public Works

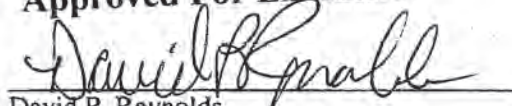

 David Sherman, Director
 Department of Public Works

Date: 8/12/08

APPROVED AS TO LEGAL FORM:

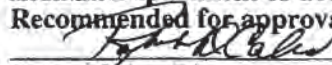

 Andrea L. Brandes, Assistant Counsel
 Office of Corporation Counsel

Approved For Execution



 David P. Reynolds
 City Controller

Date: 8-22-08

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


 Robert Cales, Director
 Contract Administration

Date: 12/15/08

Executed By: 
 Karl B. Browning, Commissioner
 FOR

Date: 12/17/08

STATE OF INDIANA
State Budget Agency:


 Christopher A. Ruhl, Director

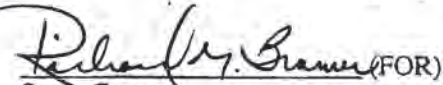
Date: 12/30/08

Department of Administration:


 Carrie Henderson, Commissioner

Date: 12/19/08

Approved as to Form and Legality:


 Steve Carter
 Attorney General of Indiana

Date: December 31, 2008

This instrument prepared by: Stephen Dilk
 Date: 6/19/2008

ATTACHMENT A
PROJECT DESCRIPTION

- I. Through the cooperation of the LPA, INDOT and FHWA, the following designated Project has been approved by FHWA:

Des. No. 0710563 ;

Type of Project: Bike/Pedestrian

Location: Cultural Trail Northeast Section from Alabama Street to
Monon Trail

A general description of the Project is as follows:

The Cultural Trail will be a continuous loop trail that will connect the cultural districts of Mass Avenue, Indiana Avenue, the Canal Walk, White River State Park, the Wholesale District and Fountain Square. It will also connect to Broad Ripple via the Monon Trail and connect IUPUI to the downtown. This phase of the project is northeast portion of the Cultural trail from Alabama Street to the Monon Trail.

Funding: \$4,992,000 Federal from STP Group I funds; the rest from Earmark funds.

Credit: Match provided by credit for 80% of portion of PE,CN& CE for Cultural Trail constructed using 100% local funds along Alabama Street.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or Federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use Federal Funds to pay for the Project. The LPA asserts that the Project is eligible for Federal Funds and that the LPA has completed or will complete the following in accordance with all pertinent State and Federal laws, regulations, policies and guidance:
 - A. Design Consultant selection (If Federal participation or match credit will be used).
 - B. Construction Engineering Consultant selection (If Federal participation or match credit will be used.)
 - C. Consultant Contract (If Federal participation or match credit will be used).
 - D. Notice-to-Proceed
 - E. Draft Environmental Document
 - F. Engineers Report
 - G. Stage 1 Design
 - H. Final Environmental Document
 - I. Stage 3 Design
 - J. Tracings
 - K. Right-of-Way Acquisition
 - L. Utility Coordination
 - M. Rail Coordination
 - N. Permits
 - O. Concurrence with INDOT for Construction Contract letting
 - P. Concurrence with INDOT for Construction Contract award
 - Q. Local Match (LM) payment sent by LPA
 - R. Concurrence with INDOT on Final Construction Contract Acceptance

2. The LPA agrees to provide all relevant documents including, but not limited to all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably be withheld. If INDOT does not approve a LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable; including the deliverables enumerated in Attachment E, the schedule, costs, and FHWA's participation in the Project may be jeopardized.

3. The LPA agrees to complete all right-of-way acquisition, utility and rail coordination and acquire the necessary permit(s) and submit documentation of such to INDOT.

4. At least sixty (60) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal

body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

5. If the LPA has failed to meet any of the requirements of sections 1, 2, 3, or 4 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
6. The LPA shall pay the cost as described in Attachment D within thirty (30) calendar days of INDOT's award of the construction contract.
7. The LPA understands prompt payment is crucial to the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the LM due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel the contracts listed in II.B.1 above and/or proceed in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
8. The LPA shall also be responsible for all costs associated with additional provisions and or expenses requested by the LPA as well as all necessary change orders. The LPA, in conjunction with FHWA and INDOT, shall review and approve all change orders, and such approvals shall not be unreasonably withheld. If the LPA does not approve a change order within two (2) calendar days of receipt and the change order is necessary for the continuation of the project, INDOT may approve the change order.
9. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
10. The LPA shall provide for project management and oversight of the Project. The LPA shall submit reports to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods.
 - a. *Project Management by LPA:*
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve in writing the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for Federal-Aid reimbursement. All claims for reimbursement will be submitted to the District office for payment as referenced on page 1.

- b. *Project Management by LPA's Consultant:*
INDOT must approve in writing the Consultant's selection process and personnel prior to their assignment to the project. The LPA shall execute a contract with a Consultant setting forth the scope of work, and fees. The LPA shall submit this contract to INDOT for review and approval, prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice-to-proceed to the LPA and the LPA's written notice-to-proceed to the Consultant shall be eligible for Federal-aid reimbursement. All claims for reimbursement shall be submitted to the District office for payment as referenced on page 1.
11. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Accommodation Policy. The LPA shall execute written use and occupancy contracts as defined in this Policy.
12. If for any reason, INDOT is required to repay to FHWA the sum or sums of Federal Funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums upon receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for Federal funding shall be the sole obligation of the LPA.
13. LPA shall be responsible for the construction of the Trail (in substantial conformity with the signed construction plans for Des 0710563) shown as "ROW Encroachment 1" on Exhibits 2 and 3 on existing right of way owned by the Indiana Department of Transportation along the north side of East 10th Street from Bellefontaine Street to Lewis Street and on the southeast corner of East 10th Street and Bellefontaine Street. The installation of said improvements shall not interfere with any existing structure or improvement owned by the INDOT. All construction materials used within the existing right of way owned by the INDOT shall conform to the current INDOT Standard Specifications.
14. The installation of said improvements by the LPA necessitates the removal of existing fence owned by the INDOT. The existing fence shall be removed by the LPA, and new fence shall be installed by the LPA to replace the existing fence. The existing fence to be removed and the location of the new fence are shown on Exhibit 2. The new fence shall be installed in accordance with the current INDOT Standard Specifications.
15. The installation of said improvements by LPA necessitates the installation of new storm water drainage facilities on INDOT property. The new drainage facilities are shown as "ROW Encroachment 2" on Exhibit 2. The new drainage facilities shall be installed in accordance with current INDOT Standard Specifications.
16. LPA agrees to indemnify, release and hold harmless INDOT, its officials, employees and agents, from any and all liability on the part of the LPA occurring on or associated with the operation and use of the Trail. Notwithstanding the preceding provisions of this Section, the obligation of the LPA to indemnify, defend, exculpate,

and hold harmless shall only rise if the LPA also would be liable under I.C. 34-13-3. Further, the liability of the LPA shall be limited by the provisions of I.C.34-13-3-4.

17. If the Trail is removed or compromised due to road improvements, expansion or repairs, LPA shall be responsible for all costs associated with the replacement, removal or reconstruction of said Trail and other improvements. Under no circumstances shall INDOT be responsible for the costs of replacement, removal or reconstruction.
18. The LPA shall be responsible for all maintenance of the Trail.
19. The LPA shall not allow any commercial advertising along the Trail within the I-65 or I-70 boundaries.
20. The LPA hereby agrees to remove the Trail upon receipt of ninety (90) days' prior written notice from INDOT requesting the LPA to remove the same.

Revised 12/10/07

Revised 12/10/07

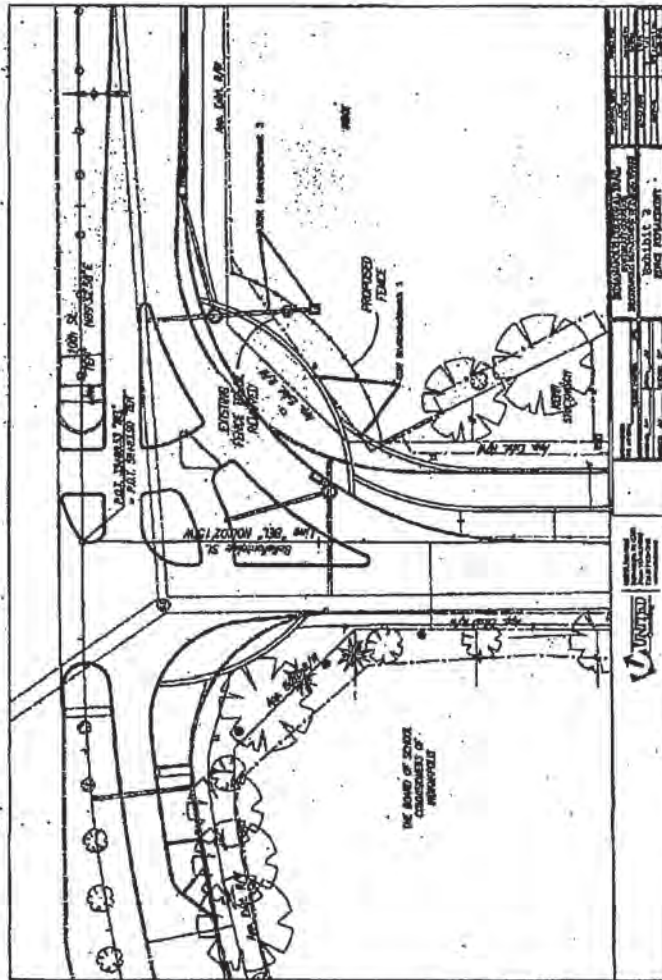


Exhibit 2, Page 1 of 1

Revised 12/10/07

Revised 12/10/07

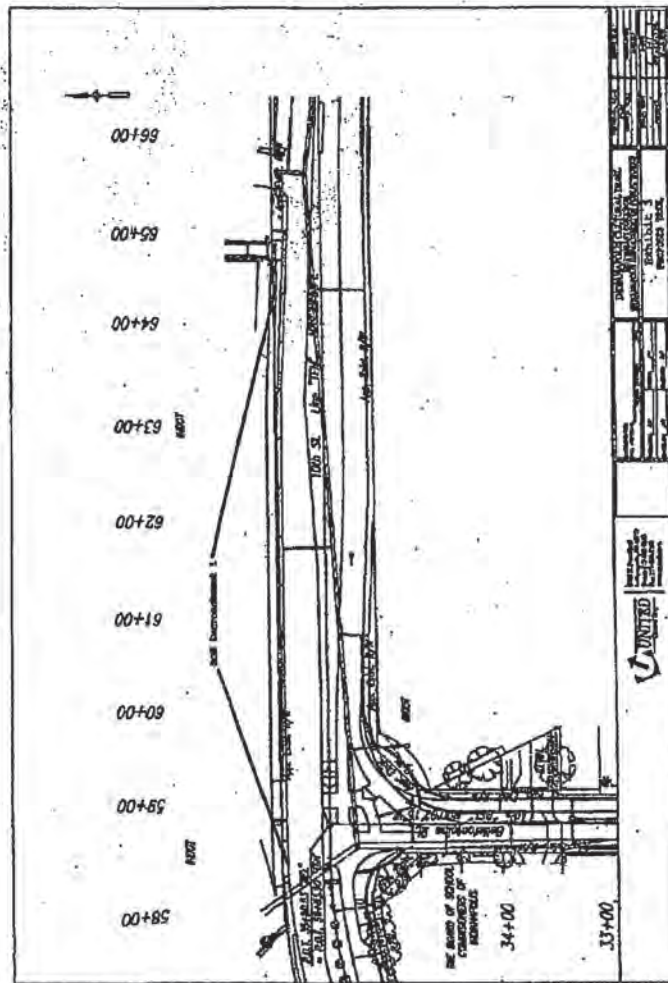


Exhibit 3, Page 1 of 1

ATTACHMENT C**INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or Federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT, with FHWA input, agrees to the funding terms and match defined in Attachment D.
2. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Projects documents were created.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for the construction project.
4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules, conduct a scheduled letting.
5. INDOT shall award the construction contract for the Project according to applicable laws and rules.
6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's adjusted cash amount of the LPA's contribution to the actual cost of the Project.
7. If INDOT has received LPA's cash contribution to the Project and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice-to-proceed on the Project within ten (14) calendar days of its receipt of the LPA cash contribution.
8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction meets or is likely to meet INDOT's Standard Specifications.
9. In the event the engineering, testing, and inspection services provided by the LPA,, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other Federal Aid construction contracts.
10. After the final Project audit is approved by INDOT, the LPA shall make any final payment to INDOT pursuant to Attachment D or INDOT shall refund any Project overpayment to the LPA.

11. INDOT shall retain responsibility for maintenance specific to INDOT facilities. Should INDOT need to access and repair any portion of the roads or right-of-way under its control that will impact the Trail, INDOT will provide sufficient notification of such operations to the LPA, unless an emergency situation dictates immediate action. INDOT shall take reasonable steps to minimize any damage to the Trail.
12. INDOT shall have the right to access the Trail at any time to ensure that the LPA continues to fulfill its obligations under this agreement.

ATTACHMENT D

FUNDING COMMITMENT

I. Project Costs.

A. Overall Project Amounts: The following total project costs/funding commitments are based upon the totals of the amounts in sections I.B., I.C. and I.D. (See Exhibit #1, LPA/State Cost Worksheet) Exhibit #1 is herein attached and incorporated by reference.

1. The estimated Project total cost is \$ 6,734,344.00.
2. The maximum, not to exceed amount of the Federal aid (FA) contribution is \$ 6,734,344.00. This amount will be disbursed to the LPA at a rate of 80 % of eligible expenditures (**Note:** this amount is **not** an estimate and no further monies are available).
3. The LPA's estimated minimum contribution or Local match (LM) is \$ 1,346,869.00.
4. The LPA's estimated Local supplemental funding (LSF) is \$ 0.00. The LPA's costs will be reviewed bi-annually.
The LPA will be responsible for additional costs that exceed the amount in I.A.2.

B. Planning, Design and Preliminary Engineering: The Planning, Design and Preliminary Engineering are any costs attributable to the project and falling within the parameters of the FHWA "preliminary engineering project phase" (hereinafter "PE"). The following are the costs/funding commitments for the PE for the Project:

1. The estimated PE costs are \$ 0.00.
2. The estimated amount of direct FA contribution for PE is \$ 0.00.
3. The estimated amount of FA contribution toward approved LPA up-front PE costs is \$ 0.00.
4. The LPA's estimated LM for PE is \$ 0.00.
5. The LPA's estimated LSF for PE is \$ 0.00.

C. Right of Way Activities: The right of way activities are any costs attributable to the project and falling within the parameters of the FHWA "right of way project phase" (hereinafter R/W). The following are the costs/funding commitments for the R/W for the Project:

1. The estimated R/W costs are \$ 0.00.
2. The estimated amount of the FA contribution for R/W is \$ 0.00.
3. The estimated amount of FA contribution toward approved LPA up-front RW costs is \$ 0.00.
4. The LPA's estimated LM for R/W is \$ 0.00.
5. The LPA's estimated LSF for R/W is \$ 0.00.

- D. Construction and Construction Engineering: The construction and construction engineering as any costs attributable to the project and falling within the parameters of the FHWA "construction project phase" (hereinafter "Const. & CE" including utilities and railroad). The following are the costs/funding commitments for the Const. & CE for the Project (Sections 1-4 below are totals that encompass the amounts listed in Section 6a-e below):

1. The estimated Const. & CE costs are \$ 6,734,344.00.
2. The estimated amount of the FA contribution for Const. & CE is \$ 6,734,344.00.
3. The LPA's estimated match credit for Const. & CE is \$ 1,346,869.00.
4. The LPA's estimated LM for Const. & CE is \$ 0.00.
5. The LPA's estimated LSF for Const. & CE is \$ 0.00.
6. Additionally, the Construction Engineering is a specific subcategory of the FHWA construction project phase. The LPA will award this Contract and will be subject to the following:
 - a. The estimated CE costs are \$ 0.00.
 - b. The maximum not exceed amount of the FA contribution for CE is \$ 0.00.
 - c. The LPA's estimated LM for CE is \$ 0.00.
 - d. The LPA's estimated LSF for CE is \$ 0.00.
 - e. The LPA understands and agrees that the total CE costs eligible for Federal reimbursement cannot exceed 15 % of the final construction costs.

II. LPA's Funding Commitments.

- A. LPA Official Action: The LPA's fiscal body will resolve or take other official action irrevocably committing the LPA to fund the LPA's share of the LM cost enumerated in Section I.A.3.
- B. Billing:
 1. When INDOT awards and enters into a contract (i.e.: construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
 2. The LPA understands prompt payment is crucial to the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
 3. If the LPA has not paid the full amount of the LM due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel the contracts listed in II.B.1 above and/or proceed in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

C. Other Costs:

1. In accordance with IC 8-23-2-14, the LPA shall pay INDOT the actual cost, less the amount eligible for Federal-aid reimbursement, for performing laboratory testing of materials. The cost of providing material testing is included in the maximum limitation number shown in I.D. 6e.
2. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
3. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in I.D. 6e.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of Federal Funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums upon receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, proceed in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

ATTACHMENT E

MAJOR MILESTONES AND SCHEDULE

I. Project Major Milestones.

A. Definitions:

1. "Major Milestones" are those items that are project-specific critical path items that are created to meet State and Federal requirements, keep the project on schedule and to fiscally manage the project costs.
2. "Schedule" is the date or dates in which a Major Milestone is due.
3. "Breach of Contract" is a Major Milestone which has not been reached on schedule.

B. Major Milestones:

The following are Major Milestones for the Project:

1. Consultant Selection
2. Consultant PE and/or R/W contract
3. Notice to Proceed for PE and/or R/W
4. Draft Environmental Document
5. Engineers Report
6. Stage 1 Design
7. Final Environmental Document
8. Stage 3 Design
9. Tracings
10. Right-of-Way Acquisition
11. Utility Coordination
12. Rail Coordination
13. Permits
14. Consultant Selection
15. Construction Contract Letting
16. Construction Contract Award
17. Local Match (LM) Remitted by LPA
18. Consultant CE Contract
19. Notice-to-Proceed for CE
20. Concurrence with INDOT for Construction Acceptance
21. Final Audit/Closeout

II. Schedule.Project timeline

The following is the timeline agreed to for the project:

- | | | |
|-----|--------------------------------------|---|
| 1. | Consultant Selection: | within 3 months from project approval |
| 2. | Consultant Contract: | within 4 months from selection |
| 3. | Notice-to-Proceed -PE and/or R/W: | within 2 weeks from contract(s) signature |
| 4. | Draft Environmental Document: | within 2 years, 4 months from NTP |
| 5. | Engineers Report | within 6 months from Draft Environmental Document |
| 6. | Stage 1 Design: | within 1 year from Draft Env. Doc. |
| 7. | Final Environmental Document: | within 1 year, 9 months from Stage 1 Design |
| 8. | Stage 3 Design: | within 9 months from Final Env. Document |
| 9. | Tracings: | within 10 months from Stage 3 Design |
| 10. | Consultant Selection –CE: | complete at time of Tracings submittal |
| 11. | Right of Way Acquisition: | within 4 months before scheduled letting |
| 12. | Utility Coordination: | complete at time of Tracings submittal |
| 13. | Rail Coordination: | complete at time of Tracings submittal |
| 14. | Permits: | complete at time of Tracings submittal |
| 15. | Construction Contract Letting: | within 4 months from Tracings submittal |
| 16. | Construction Contract Award: | as soon as contract is awardable |
| 17. | Local Match payment by LPA:
INDOT | within 30 calendar days after billing by |
| 18. | Consultant CE Contract | completed at time of LM payment |
| 19. | Notice to Proceed: | within 14 calendar days payment of LM |

III. Breach of Contract.**A. Failure to Reach Milestone Correctly:**

Attachment E, Page 2 of 3

1. Violation of Federal Requirements/law.
2. Violation of State Requirements/law.

B. Failure to Meet Schedule:

1. Advance Notice of Breach
2. Missed deadline

ATTACHMENT F
SPECIAL CONDITIONS

1. If additional FHWA funds for the Project are required, after the execution of this agreement, the approved amount shall be applied by INDOT towards the Project. \$4,992,000 STP Group I funds shall be used and the rest of the funding will come from the approved Earmark for the project. The LPA shall provide the appropriate matching funds for the additional FHWA funds, if required. The matching funds shall come from approved credits for the PE, CN & CE of the Cultural trail costs incurred along Alabama Street.

Exhibit 1

6/26/2008

LOCAL DEVELOPMENT CREDIT WORKSHEET

\$4,692,000 STP Group I fed and the rest Earmark

Enter information in YELLOW cells ONLY!

Contract #:	R-31056		
Des. #:	0710563		
LPA:	Indianapolis		



	Total	Local	Federal
Federal Funding CAP, if Applicable			
Construction Cost (estimated)			
Estimated construction costs	\$6,413,861		
<input checked="" type="checkbox"/> Add 9% contingency cost	\$320,683		
Less: Non-participating items - 100% LOCAL	\$0	\$0	
Total federally-eligible construction costs (before credits)	\$6,734,344	\$1,346,869	\$5,387,475
Construction Engineering	\$0	\$0	\$0
PE & RW (incurred) - 100% LOCAL		\$1,683,586	
		\$0	
Total local costs incurred		\$1,683,586	
Federal cap will allow development credits?		Yes	
Development Credit			
Total credit used on construction phase (up to 100% of local match)			
Excess credits available for construction engineering?		No	
Total credit rolled over to construction engineering			\$0
Total credit used on construction engineering (up to 100% of local match)			\$0
State/LPA Construction Contract	\$6,734,344	\$0	\$6,734,344
Total Project Funding Recap	Total	Local	Federal
Preliminary Engineering Costs	\$1,683,586	\$1,683,586	\$0
Land Acquisition Costs	\$0	\$0	\$0
Construction (including ineligible costs)	\$6,734,344	\$0	\$6,734,344
Construction engineering	\$0	\$0	\$0
Total Project Costs	\$8,417,930	\$1,683,586	\$6,734,344
Overall Share		20.0%	80.0%

Section 4(f) Coordination Letter

Attachment C

Monon Trail Detour Map



<ul style="list-style-type: none"> Project Limits Proposed Curb Ramp Improvement Proposed 12-foot Asphalt Path Trail Managed Land 	<p>N</p>  <p>0 240 480 Feet</p>	<h2 style="margin: 0;">I-65/I-70 North Split Interchange Reconstruction Project</h2>	
		<p>Des. Nos. 1592385 & 1600808</p>	
		<p>1 inch = 478 feet</p>	



May 4, 2020

Mr. Don Colvin
Deputy Director
Indianapolis Department of Parks and Recreation
City-County Building
200 E. Washington Street, Suite 2301
Indianapolis, IN 46204

Re: Frank and Judy O'Bannon Old Northside Soccer Park
Des. Nos. 1592385 and 1600808
North Split Project
Indianapolis, Indiana

Dear Mr. Colvin:

We are writing to you to seek your concurrence that the trail improvement described below will enhance the features of the Old Northside Trail and Frank and Judy O'Bannon Old Northside Soccer Park.

The Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA) intend to proceed with the I-65/I-70 North Split Interchange Reconstruction Project (North Split Project) (Des. Nos. 1592385 and 1600808) in Indianapolis, Indiana. The project includes reconstruction of the North Split interchange, as well as bridge and pavement replacement south along I-65/I-70 to the Washington Street interchange, west along I-65 to approximately Alabama Street (to Illinois Street along 11th and 12th Streets), and east along I-70 to approximately the bridge over Valley Avenue (west of the Keystone Avenue/Rural Street interchange).

The Monon Trail is located beneath several interstate bridges within the North Split interchange. Temporary closure of the trail will be necessary during the construction of the project. The trail is expected to be closed intermittently for up to two years. See Attachment A for more information about the location of the trail.

The Maintenance of Traffic (MOT) for the project will require that a pedestrian/bicycle detour be available when the trail is closed. The proposed detour will involve widening and enhancing a portion of the existing Old Northside Trail, which is located on an INDOT-owned parcel that is managed by the Indianapolis Parks and Recreation Department as the Frank and Judy O'Bannon Old Northside Soccer Park. The existing Old Northside Trail is approximately five feet wide and will require widening to 12 feet. The 17-acre public park includes a sports complex and the 0.7-mile paved Old Northside Trail. Access to the park will be maintained at all times during construction.

The detour will begin where the Monon Trail connects to the Old Northside Trail, along the south edge of the park. A "node" will be constructed where the existing Monon Trail and the detour connect in accordance with Indy Greenways design standards. The detour will widen and reconstruct the Old Northside Trail for approximately 870 feet, then it will require construction of a trail that will continue west/southwest outside of the park. The entire detour route will be constructed within existing INDOT or City right-of-way and will be compliant with the Americans with Disabilities Act (ADA). The reconstructed portion of the Old Northside Trail within the Frank and Judy O'Bannon Old Northside Soccer Park will remain as a permanent feature. See Attachment A for a map of the proposed Monon Trail detour.

The reconstruction and widening of the Old Northside Trail within the Frank and Judy O'Bannon Old Northside Soccer Park will be completed to mitigate for temporary construction impacts to the Monon Trail.



As a result, the improved Old Northside Trail will remain as a permanent feature that will enhance recreational opportunities of the trail and the park.

A response from you is requested within 15 days to determine the following:

If you agree with the statement below, please sign this letter and return it for inclusion in the environmental document for this project.

I agree that the proposed project will not adversely affect the activities or attributes but will enhance the features of the Old Northside Trail and Frank and Judy O'Bannon Old Northside Soccer Park.

SIGNATURE: Donald A Colvin Jr **DATE:** May 4, 2020

Printed Name and Title: Donald A Colvin Jr., Deputy Director - Parks Planning

If you have any questions regarding this matter, please feel free to contact Kia Gillette, of HNTB Corporation, at kgillette@hntb.com or 317-695-0825. Thank you for your assistance in the development of this project.

Sincerely,
HNTB CORPORATION

Kia M. Gillette
Environmental Project Manager

Attachments: Attachment A: Monon Trail Detour Map

Attachment A: Monon Trail Detour Map was removed because it is shown on page 44 of this Appendix.

Cc: Laura Hilden, INDOT Environmental Services Division
Ron Bales, INDOT Environmental Services Division
Brandon Miller, INDOT Environmental Services Division
Michelle Allen, FHWA
Runfa Shi, INDOT Project Manager



MEETING SUMMARY

Date: December 2, 2019
Time: 1:30 to 2:30 p.m.
Meeting: North Split City Trails Meeting
Location: HNTB Discover Conference Room/WebEx

**Attendee list begins on page 4.*

1) Welcome & Introductions

Kia Gillette from HNTB called the meeting to order at 1:35 p.m. Kia welcomed everyone, and all meeting participants in the room and on the telephone introduced themselves.

2) Section 4(f)

Kia Gillette introduced the Section 4(f) law which protects publicly-owned recreational properties, like parks and trails, from conversion to transportation use. All attendees are familiar with this statute.

3) Existing Trails

1. Proposed Monon Trail Detour

- a. Portions of the Monon Trail will need to be closed during construction of the bridges over the Monon and Lewis Street for safety. Construction of the interchange will last about 2 years although construction near the Monon is not anticipated to last the full 2 years. Construction is anticipated to start in early 2021.
- b. A possible detour route includes using a portion of the Old Northside Trail but it would require some widening. Widening would likely require some tree removal. This widened portion would branch off as a new segment of trail within the INDOT limited access right-of-way and connect to College Avenue. The detour would extend south on College and along the limited access right-of-way southwest of the interchange to connect to 10th Street across from the Cultural Trail. Trail width would be 10 feet in new and widened areas. The area along College would be 6 feet for pedestrians with 8 feet for the bike path. Both pedestrian and bike lanes could fit behind the curb or the existing third northbound lane on College could be used as the bike lane.
- c. Mark Zwoyer indicated that if two-way bike lanes are provided, some kind of separation from the traffic (such as having it behind the curb) is desired. He also stated that bike lanes need to be 10 feet wide (5 feet in each direction with a stripe down the middle).
- d. Ron Taylor suggested that if this detour route is kept as permanent, we will want to consider keeping the pedestrian and bike areas together to feel more continuous with the rest of the trail loop.

- e. Ron Taylor confirmed that underpass lighting would be used under the bridges over College Avenue.
- f. If the detour is ultimately kept as a permanent trail, there may be two phases. The first as a “detour” condition during construction and the second as the “final” condition to be constructed before the end of the North Split Project.
- g. The North Split contractor will be instructed to have one of the routes (either the Monon detour or existing Monon Trail) open at all times. They are allowed 2 short, 3-day closures if needed. The contractor is also allowed to have a flagger if they need to cross the trail to get construction equipment into the interchange.
- h. Indy Greenways and Parks and Recreation like the idea of this being a permanent trail. Andre Denman indicated a “node” would be needed where the trails intersect to provide safe entry and exit points. Ron Taylor will provide more information on node examples from other projects. The a minimum path width is 10 feet but if 12 feet could be used that would be great.
- i. There are planned improvements to O’Bannon park in 2020. None of the planned improvements will be impacting trees.
- j. DPW will be repaving and widening the Monon in a contract scheduled for completion at the end of 2020. Mark Zwayer will confirm project limits (confirmed – current plans show the improvements ending at 10th Street). The project will be adjusted to end slightly south of 15th Street, where the trail detour will start. The North Split Project will be updated to include the Monon improvements between the trail detour and 10th Street.

2. Pogues Run Trail

- a. The Pogues Run Trail connects to the Monon Trail on 10th Street, east of the interstates. A small portion (approximately 90 feet) of the Pogues Run Trail is within the project limits and may be impacted during construction. Because this is a small portion of the trail and impacts would be temporary and for a short duration, it is considered a temporary occupancy under Section 4(f). The contractor will have a limit of 90 days to close local streets, so impacts to the Pogues Run Trail would be 90 days or less.

3. Payne Connection

- a. The Payne Connection runs under the interstate along 10th Street and connects the Cultural Trail to the Monon Trail and the Pogues Run Trail.
- b. There is an executed agreement between INDOT and the City stating this is not a Section 4(f) resource and it has expired. It can be renewed; Mark Zwayer will look into it.
- c. Possible pedestrian and bike detours for the Payne Connection/Pogues Run Trail were discussed including using Highland Avenue or Dorman Street to get pedestrians and bicyclists from 10th Street to St. Clair Street. The City asked if it would be possible to add a 5-foot wide concrete sidewalk along the east side of Davidson Street from the existing sidewalk near the Cultural Trail to St. Clair Street. This would provide pedestrian access to St. Clair Street, where there are existing sidewalks. Pedestrians could then travel north on Dorman Street via sidewalks to 10th Street. There may be some points where this would get into INDOT right-of-way. HNTB will talk to INDOT to see if this is something they are willing to do.

4) Possible Additions to Greenway System

Possible additions to the greenway system were discussed. INDOT has not committed to constructing any of the options, but it would be helpful to know the City's thoughts on these ideas before decisions are made.

1. Monon Loop
 - a. The proposed Monon detour route is essentially the Monon Loop. The City is in favor of keeping the proposed Monon detour as a permanent trail.
2. Monon Landing – Enhanced Monon treatment from 16th to 10th Streets
 - a. DPW has control of the rail banked area between the Monon Trail and Lewis Street down to 13th Street through an MOU with Hamilton County, Fishers, and Noblesville. South of 13th Street, the ownership appears to be unknown.
 - b. DPW expressed concerns over maintenance funding for a higher end trail treatment in this area. Ideas for possible solutions included: creating the Monon Landing as an extension of the Cultural Trail to be able to use Cultural Trail funds for maintenance and creating a stormwater retention area to take advantage of stormwater funds. Further discussion with other entities would be required.
 - c. In general, DPW is on board with the idea provided that a funding plan for maintenance can be figured out. Additional conversations are needed.
3. Old Northside Trail
 - a. The proposed location of this trail may not fit outside of INDOT right-of-way.
 - b. If a trail is placed here along 12th Street, there will be some trees that will need to be removed and it could impact limestone curbs within the historic district.
 - c. DPW is in favor of this trail. Maintenance is not a concern in this location if a standard asphalt path is used.
4. Martindale-Brightwood Trail
 - a. This trail would serve as a connection from the proposed park/gateway at 1605 Roosevelt Avenue to the Monon Trail.
 - b. Trail would be within the existing INDOT right-of-way.
 - c. DPW is in favor of this trail. Maintenance is not a concern in this location if a standard asphalt path is used.

5) Other Possible Opportunities

1. Martindale-Brightwood Pocket Park/Gateway
 - a. This idea was brought up during one of the Context Sensitive Solutions (CSS) neighborhood meetings for the project.
 - b. The Martindale-Brightwood neighborhood is interested in a park/gateway at 1605 Roosevelt Avenue.
 - c. A review of the MapIndy site indicated the parcel was owned by the Martindale-Brightwood Community Development Corporation.
 - d. The City was not aware of plans for the park/gateway development.

2. Lewis Street Connection

- a. The City is looking at re-establishing the connection of Lewis Street near 13th Street. INDOT could build this but would not acquire the right-of-way in this area. DMD has had conversations with property owner. Additional conversations are needed.

6) Questions/Discussion

DPW minimum sidewalk width is 5 feet with a buffer provided, 6 feet without a buffer (per Rezone Indy Ordinance).

The preference is to pave the full width from street to abutment wall under the bridges. The path width will extend out from the bridge limits and taper down to meet the existing sidewalk. HNTB will put together a figure for future discussion.

7) Next Steps

The North Split team will take this feedback and reach out to INDOT. HNTB will set up another meeting with the City when we have some answers from INDOT on the proposed direction.

Attendees:

Andre Denman	Indy Greenways
Don Colvin	Indy Parks and Recreation
Mark Zwoyer	Indianapolis DPW
Kia Gillette	HNTB
Seth Schickel	HNTB
John Myers	HNTB
Austin Hastings	HNTB
Erica Haas	HNTB
Ron Taylor	TSWDG
Scott Siefker	TSWDG
Luke Waltz	TSWDG



MEETING SUMMARY

Date: January 31, 2020
Time: 1:00 to 2:00 p.m.
Meeting: North Split City Trails Meeting
Location: HNTB Discover Conference Room/WebEx

**Attendee list begins on page 2.*

1. General

- a. The agreement between INDOT and the City regarding the Payne Connection has expired. INDOT needs the updated agreement signed from the City. Runfa sent the letter to Andre, Don, and Mark (prior to his retirement). Runfa will forward with Nathan and Nathan will check on it.

2. Sidewalks and Trails

- a. Proposed Monon Trail Detour
 - i. INDOT has agreed to keep the sections north of interchange and along the east side of College Avenue as permanent sections. The temporary portion of the detour will remain 10 feet wide.
 - ii. INDOT has agreed to increase the width of the permanent section from 10 feet to 12 feet wide.
 - iii. INDOT has agreed to construct a trail node at the intersection of the detour and the existing Monon Trail.
 - iv. INDOT has agreed to widen the existing Monon Trail to 14 feet within the interchange area, from where the detour starts (near 13th Street) to 10th Street.
 - v. Question: is the temporary section of the detour separated by RW fencing? Looking at Google Streetview looks like there is fence today. No, the currently proposed temporary section is within limited access RW.
 - vi. Question: Can we keep the whole detour route permanent, including the section between College and 10th Street? The City believes people might get used to it and want it to stay. INDOT is concerned that FHWA won't like this idea (trails in the limited access RW). The project team can ask FHWA this question, but there is no guarantee.
 - vii. Southwest of the interchange, the survey plat indicates there may be ~35 feet between limited access RW and the grassy area that may belong to City (or INDOT) – maybe we could put the temporary route there and then could keep it permanent? The project team will investigate this further.
- b. Sidewalk on east side of Davidson from Massachusetts Avenue to St. Clair Street

- i. INDOT has concerns about moving forward with this due to it being outside of the North Split study area as well as in a protected historic district.
- ii. This may be something the City could do - they could restrict parking on Davidson and then strip for a "sidewalk" on the existing road.
- iii. It looks like pedestrians/bicyclists may be more likely to take St. Clair west to the Cultural Trail if they are traveling to the downtown area. INDOT will investigate this area further and will follow up with the City.

3. Aesthetic Design Guidelines

- a. Comments and questions from DPW:
 - i. Who will maintain the lights on the bridge walls, pedestrian level lighting, graffiti on walls, etc.?
 - ii. For brushed concrete surfaces, saw cutting instead of troweled surfaces should be proposed to provide a smoother ride for rollerblades.

4. Possible Additions to the Trail System

- a. Monon Loop
 - i. This is the permanent portion of the Monon detour. The previously proposed Monon Landing was going to be further north from 10th street. INDOT will be upgrading this section to 14 feet wide but it will just be the asphalt path, not the full Monon Landing amenities.
- b. Portion of funding for Old Northside Connector between Talbot Street and Pennsylvania Street (partnering with Benjamin Harrison Presidential Site)
 - i. INDOT is not moving forward with the entire trail, but they are moving forward with partnering with Benjamin Harrison Presidential Site to help connect the Talbot Street alley to Pennsylvania Street with a trail. Benjamin Harrison Presidential Site will maintain this trail.

5. Other Possible CSS Opportunities

- a. Lewis Street Connection –
 - i. If the City can acquire the RW, it may be possible to connect Lewis Street (13th to 10th).
 - ii. There may be safety concerns about turning left or right due to multiple trails nearby (10th Street).

6. Next Steps

The North Split project team will discuss this feedback with INDOT. HNTB will set up another meeting with the City.

Attendees:

Andre Denman	Indy Greenways
Don Colvin	Indy Parks and Recreation
Nathan Sheets	Indianapolis DPW
Kia Gillette	HNTB

Seth Schickel	HNTB
John Myers	HNTB
Austin Hastings	HNTB
Erica Haas	HNTB
Ron Taylor	TSWDG
Scott Siefker	TSWDG
Luke Waltz	TSWDG



MEETING SUMMARY

Date: March 13, 2020
Time: 10:00 to 11:00 a.m.
Meeting: North Split City Trails Meeting
Location: HNTB Discover Conference Room/WebEx

**Attendee list begins on page 3.*

1. January 31, 2020 Meeting Recap

- a. Issues emerging from the last meeting were whether the portion of the Monon Trail detour between College and 10th Street could be made permanent and options for providing a detour of the Payne Connection for bikes and pedestrians to access Mass Avenue/ and the Cultural Trail from the east. These are primary topics in this meeting.

2. Proposed Monon Trail Detour

- a. As discussed in the last meeting, INDOT has agreed to keep the sections north of the interchange and along the east side of College Avenue as permanent sections. The question is whether there is a way to make the section between College and 10th Street permanent.
- b. INDOT and FHWA are not agreeable to placing a permanent trail in limited access interstate right-of-way through this area.
- c. The City received a request from Bottleworks to vacate a portion of 11th Street so they could install a parking lot in this area.
- d. Research since the last meeting has confirmed INDOT has a 35-foot easement just outside the limited access right-of-way, southwest of the interchange. Combined with a portion of 11th Street, there appears to be room for the trail with only a small strip of limited access right-of-way needed at the north end.
- e. The INDOT project manager has agreed to the small change in limited access right-of-way, but FHWA has not been approached. Both INDOT and FHWA would need to know there is city support and willingness to maintain the trail section.
- f. The City would support using a portion of the property for a trail and would agree to be responsible for maintenance.
- g. Andre will send info on trails in limited access interstate right-of-way in Portland.
- h. Section 106 consulting parties have indicated support for the trail, but they have not seen the current plan. Chatham Arch in particular needs to be on board.
- i. Since this trail would end near the Bellefontaine traffic signal, thereby improving the pedestrian connection across 10th Street, the City will help broker this change with Bottleworks and Chatham Arch.
- j. Before contacting Bottleworks and Chatham Arch, Nathan will send a message to Meg Purnsley of the Indianapolis Historic Preservation Commission (IHPC) to get her input.

- k. Nathan requested a copy of the sketch with potential location of the trail and surrounding property lines and easements so he can attach it to the IHPC message.
- l. The City's concurrence will be subject to approval by DMD and IHPC.
- m. INDOT is currently conducting archaeological studies of the proposed trail right-of-way in case it goes forward.

3. St. Clair Sidewalks

- a. A temporary east-west pedestrian/bicycle connection is desired by the City while the 10th Street overpasses are being constructed to serve the Pogues Run Trail, the Cultural Trail, and other non-vehicular traffic.
- b. The most likely route would be Dorman and St. Clair Street, but sidewalks are narrow and in poor condition in some places and there is a lack of Americans with Disabilities Act (ADA) accessible ramps.
- c. The Dorman/St. Clair route is not in the North Split project area. It has not been addressed in the environmental study, which is nearly complete. Adding this new segment to the North Split project would likely delay the entire project.
- d. Question: is a marked detour needed if the closure of 10th Street is temporary (90 days or less). Andre said 60 to 90 days would be a problem with an unmarked detour.
- e. The project team will discuss with INDOT and FHWA a potential request for a waiver of ADA requirements from the City since the detour would be temporary.
- f. If the request for a waiver is made, City staff will need to confer before providing a response.
- g. Question: Could the City construct the ADA improvements this year?
- h. City staff will need to confer and respond after the meeting.
- i. City staff asked whether 10th Street and St Clair might be closed at the same time. The answer is no since the contractor is prohibited to close adjacent crossings at the same time.

4. Section 4(f) Letter

- a. Andre's signature is needed on a letter concurring with Section 4(f) components of the environmental study.
- b. Question: Would Andre be willing to sign the letter now if clauses were added regarding the issues currently being considered and noting the parties are moving forward to resolve them. Andre said yes.
- c. Kia agreed to revise the letter, add maps defining the issues, and provide it to Andre next week.

5. Historic Bricks/Curbs/Gutters in Old Northside, St. Joseph Neighborhood, Chatham-Arch Historic Districts

- a. As part of the Section 106 consultation process, INDOT is looking for opportunities to mitigate adverse effects to these three historic districts.
- b. Question: Are City staff aware of brick streets or limestone curbs in need of restoration in these districts?
- c. Nathan is aware of a brick alley in Chatham Arch needing restoration and there may be City plans available for the work. He will check with other City staff and review the GIS layer of the CIP to identify this and other potential projects.
- d. Nathan asked whether active projects might be transferred to INDOT for construction. If so, there could be a concern about delays vs citizen expectations.

- e. Kia said INDOT would more likely provide funding to the City for them to implement the projects.
- f. Nathan was encouraged to also consider opportunities to enhance existing projects or to add projects that are not yet fully defined.

6. Questions/Discussion

- a. Andre asked whether further consideration had been given to providing a dog park in the interchange area as suggested at the last CSS Resource Team meeting.
- b. A dog park is not being considered for addition to the project.
- c. Potentially, there could be opportunities adjacent to the interchange, such as north between the interchange and the soccer park, but these need to be discussed with INDOT outside the North Split project process.
- d. The project team will make sure INDOT is aware of the expression of interest.
- e. Andre requested a sketch showing the layout of the interchange to support preparation of a request to INDOT.

7. Action Steps

- a. The project team will provide an interchange layout sketch to Andre for his use.
- b. The project team will revise the 4(f) letter and provide it to Andre for signature.
- c. The project team will advise INDOT of the City's interest in developing a dog park.
- d. The layout map for the trail near Bottleworks will be provided to Nathan.
- e. Nathan will research potential brick street and limestone curb projects in historic districts.

Attendees:

Andre Denman	Indy Greenways
Don Colvin	Indy Parks & Recreation
Nathan Sheets	Indianapolis DPW
Kia Gillette	HNTB
Seth Schickel	HNTB
John Myers	HNTB
Austin Hastings	HNTB
Ron Taylor	TSWDG
Scott Siefker	TSWDG

Land and Water Conservation Fund (LWCF) County Property List for Indiana (Last Updated December 2019)

ProjectNumber	SubProjectCode	County	Property
1800048	1800048	Marion	Eagle Creek Park, Nature Preserve, and Peace Learn
1800072	1800072	Marion	Martin Luther King Park
1800088	1800088	Marion	Eagle Creek Park, Nature Preserve, and Peace Learn
1800114	1800114	Marion	Eagle Creek Golf Course
1800167	1800167	Marion	Eagle Creek Park, Nature Preserve, and Peace Learn
1800185	1800185	Marion	German Church & 30th St Park
1800222	1800222	Marion	Southwestway Park
1800245	1800245	Marion	Lawrence Community Park
1800247	1800247	Marion	Ft. Harrison S.P. Dog Park (old--Fall Creek Park)
1800307	1800307	Marion	Washington Park
1800307.1	1800307.1	Marion	16TH AND FRANKLIN PARK (GREENE PARK)
1800330	1800330	Marion	Riverside Park, Aquatic Center
1800369	1800369M	Marion	Ft. Harrison S.P. Dog Park (old--Fall Creek Park)
1800384	1800384	Marion	Sarah T. Bolton Park
1800401	1800401A	Marion	Eagle Creek Firing Range
1800401	1800401B	Marion	Eagle Crest
1800401.1	1800401	Marion	Cancer Park
1800401.2	1800401.2A	Marion	Starling Nature Sanctuary at Eagle Creek
1800401.2	1800401.2B	Marion	Wish Park
1800401.3	1800401.3	Marion	Cancer Park
1800401.4	1800401.4	Marion	Krannert Park
1800404	1800404	Marion	Major Taylor Velodrome & Lake Sullivan
1800459	1800459	Marion	Fall Creek Parkway, Fall Creek Corridor Ph.III
1800467	1800467	Marion	Hartman Park/Beech Grove Little League
1800478	1800478	Marion	Oaklondon Play Park
1800505	1800505	Marion	Fall Creek Parkway, Fall Creek Corridor Ph.III
1800541	1800541	Marion	Southwestway Park
1800600	1800600	Marion	Southport Park
1800617	1800617	Marion	Fort Benjamin Harrison Civic Plaza
1800635	1800635	Marion	Leonard Park

Please note, some of the property names are cut off on the ends due to character limits. Also, park names may have changed and is not reflected on the list.

**Various - this may include multiple sites in multiple counties and should always be included in your searches by county. The Heritage Program, under various, may involve properties throughout most counties. If acquisition of publically owned land or impacts to publically owned land is anticipated, coordination with IDNR, Division of Outdoor Recreation should occur.*