



TOWN COUNCIL
SPECIAL PUBLIC MEETING AMENDED AGENDA
March 23, 2021 – 6:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1
___ John Foreman, Ward 2
___ Ralph Miller, Ward 4
___ Colleen Schieben, Ward 6
___ Richard Sharpe, Ward 7

___ Julie Rivera, Ward 3, Vice-President
___ Randell Niemeyer, Ward 5, President
___ Jennifer Sandberg, Clerk-Treasurer
___ Richard Eberly, Town Manager
___ David Austgen, Town Attorney

PUBLIC COMMENT (*on agenda items*):

NEW BUSINESS:

1. 2020-2 CCMG 129th Avenue Project Bid Award

Motion: _____ 1st _____ 2nd

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

**2. INDOT Railroad Striping Grant in the amount of \$11,400
(Authorization for the Town Council President to Sign)**

Motion: _____ 1st _____ 2nd

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, April 6, 2020 at 7:00 pm

The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.



March 22, 2021

Town of Cedar Lake
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, Indiana 46303

Attention: Town Council

Subject: 129th Avenue Roadway & Drainage Improvements Project
(CBBEL Project No. 17-0425)

Dear Council Members:

Below you will find the bid tabulation summary for the 129th Avenue Roadway & Drainage Improvements project. The final Engineer's Estimate for the project was \$784,997.00. The total bid for each potential contractor is shown below:

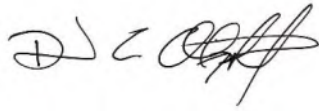
Unit Cost Bids for Project

Contractor	Bid
Milestone Contractors North, Inc.	\$ 687,927.75
Rieth-Riley Construction Comp.	\$ 688,799.30

As can be seen from the table above, the apparent low bidder for the project at a total unit cost bid price of \$687,927.75 is Milestone Contractors North, Inc. As this appears to be the lowest, responsive, and responsible bid for the project, we recommend that the subject contract be awarded to Milestone Contractors North, Inc.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. C. Oliphant', with a stylized flourish at the end.

Donald C. Oliphant, PE, CFM, CPESC
Town Engineer

Encl: Bid Tabulation

cc: Town Administrator
Director of Operations
Rieth-Riley
Milestone

DCO\
P:\Cedar Lake\170425 - 129th Avenue (Parrish to US41)\Bidding\L170425 - 129th Award 032221.docx

BID TABULATION
TOWN OF CEDAR LAKE
129th AVE ROADWAY & DRAINAGE IMPROVEMENTS

3/22/2021

ITEM #	ITEMS	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MILESTONE		RIETH-RILEY	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 34,000.00	\$ 34,000.00	\$ 26,500.00	\$ 26,500.00
2	CONSTRUCTION ENGINEERING	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
3	CLEARING RIGHT OF WAY	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00
4	CULVERT REMOVE	LFT	344	\$ 10.00	\$ 3,440.00	\$ 10.00	\$ 3,440.00	\$ 19.00	\$ 6,536.00
5	MILLING, ASPHALT, 2-IN (APPROACHES, TURN LANE, AUX STREET, ETC)	SYS	2600	\$ 5.50	\$ 14,300.00	\$ 3.00	\$ 7,800.00	\$ 4.00	\$ 10,400.00
6	MILLING, ASPHALT, 5-IN	SYS	12250	\$ 5.50	\$ 67,375.00	\$ 3.20	\$ 39,200.00	\$ 4.50	\$ 55,125.00
7	PCC SIDEWALK, REMOVE	SYS	40.3	\$ 20.00	\$ 806.00	\$ 10.00	\$ 403.00	\$ 16.00	\$ 644.80
8	CONCRETE CURB, REMOVE	LFT	83	\$ 15.00	\$ 1,245.00	\$ 8.00	\$ 664.00	\$ 15.00	\$ 1,245.00
9	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, NO. 53 (Undistributed)	TON	1125	\$ 37.00	\$ 41,625.00	\$ 23.00	\$ 25,875.00	\$ 20.00	\$ 22,500.00
10	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, NO. 02 (Undistributed)	TON	1125	\$ 42.00	\$ 47,250.00	\$ 25.00	\$ 28,125.00	\$ 22.00	\$ 24,750.00
11	STRUCTURAL BACKFILL (Undistributed)	CYD	325	\$ 40.00	\$ 13,000.00	\$ 0.01	\$ 3.25	\$ 20.00	\$ 6,500.00
12	TEMPORARY EROSION CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
13	CASTING, ADJUST TO GRADE	EACH	22	\$ 450.00	\$ 9,900.00	\$ 400.00	\$ 8,800.00	\$ 190.00	\$ 4,180.00
14	ASPHALT FOR TACK COAT	SYS	15205	\$ 0.60	\$ 9,123.00	\$ 0.30	\$ 4,561.50	\$ 0.30	\$ 4,561.50
15	HMA INTERMEDIATE, TYPE B, 3-IN	TON	2025	\$ 70.00	\$ 141,750.00	\$ 57.00	\$ 115,425.00	\$ 55.00	\$ 111,375.00
16	HMA SURFACE, TYPE B, 2-IN	TON	1635	\$ 80.00	\$ 130,800.00	\$ 62.00	\$ 101,370.00	\$ 60.00	\$ 98,100.00
17	HMA DRIVEWAY APPROACH, 4-IN	SYS	355	\$ 50.00	\$ 17,750.00	\$ 45.00	\$ 15,975.00	\$ 100.00	\$ 35,500.00
18	SIDEWALK, CONCRETE, 4-IN	SYS	15	\$ 35.00	\$ 525.00	\$ 85.00	\$ 1,275.00	\$ 51.00	\$ 765.00
19	SIDEWALK CURB RAMP, CONCRETE, 4-IN	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 800.00	\$ 4,000.00	\$ 1,300.00	\$ 6,500.00
20	CONCRETE CURB AND GUTTER	LFT	4388	\$ 20.00	\$ 87,760.00	\$ 32.00	\$ 140,416.00	\$ 29.00	\$ 127,252.00
21	PIPE, DIP, CIRCULAR, 8-IN	LFT	119	\$ 42.00	\$ 4,998.00	\$ 70.00	\$ 8,330.00	\$ 95.00	\$ 11,305.00
22	PIPE, DIP, CIRCULAR, 12-IN	LFT	403	\$ 50.00	\$ 20,150.00	\$ 75.00	\$ 30,225.00	\$ 90.00	\$ 36,270.00
23	PIPE, HDPE, CIRCULAR, 4-IN UNDERDRAIN (Undistributed)	LFT	250	\$ 22.00	\$ 5,500.00	\$ 25.00	\$ 6,250.00	\$ 20.00	\$ 5,000.00
24	FLARED END SECTION, METAL, 12-IN W/ GRATE	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 2,250.00	\$ 2,250.00	\$ 1,050.00	\$ 1,050.00
25	INLET, TYPE 1	EACH	5	\$ 2,000.00	\$ 10,000.00	\$ 2,300.00	\$ 11,500.00	\$ 2,400.00	\$ 12,000.00
26	MANHOLE, TYPE C	EACH	6	\$ 3,000.00	\$ 18,000.00	\$ 3,250.00	\$ 19,500.00	\$ 3,200.00	\$ 19,200.00
27	LINE, THERMOPLASTIC, SOLID, WHITE, 4-IN	LFT	5900	\$ 1.00	\$ 5,900.00	\$ 0.60	\$ 3,540.00	\$ 0.60	\$ 3,540.00
28	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-IN	LFT	10000	\$ 1.00	\$ 10,000.00	\$ 0.60	\$ 6,000.00	\$ 0.60	\$ 6,000.00
29	TRAVERSE MARKING, THERMOPLASTIC, STOP BAR, 24-IN	LFT	100	\$ 7.00	\$ 700.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00
30	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, R X R	EACH	2	\$ 750.00	\$ 1,500.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00
31	RESTORATION, MULCHED SEEDING, MIX U, TYPE 1, UNDISTRIBUTED	SYS	9000	\$ 2.20	\$ 19,800.00	\$ 1.50	\$ 13,500.00	\$ 1.00	\$ 9,000.00
32	TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
33	UTILITY VERIFICATION (POTHOLING)	EACH	5	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00
	TOTAL				\$ 784,997.00		\$ 687,927.75		\$ 688,799.30



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-MM
Indianapolis, Indiana 46204

PHONE: (317) 601-4117

Eric Holcomb, Governor
Joe McGuinness,
Commissioner

March 15, 2021

Jill Murr, Planning Director
Town of Cedar Lake
7408 Constitution Av, PO Box 707
Cedar Lake, IN 46303

Grant Number: 21-GCF-LPA-33
Grant Award: \$11,400.00

Dear Ms. Murr,

I am pleased to announce that Town of Cedar Lake will receive an award from the FY21 Railroad Grade Crossing Fund for the pavement marking project(s) in the total amount listed above.

Enclosed is your unsigned grant agreement. The highest-ranking official should sign (wet signature) and return the entire document on or before April 1, 2021 to meet our internal deadlines. Please print, sign (wet signature), scan, and send the grant back to me via email at bhail@indot.in.gov. If you are unable to meet this deadline, please contact Bridgette Hail at the email provided.

To become fully executed, the vendor signed grant will go through our internal signature process. This may take up to 45 days. Once the contract is fully executed, you will receive a copy of the grant agreement, purchase order, and reimbursement instructions for this project. Because this is a cost reimbursement program, project costs accrued before a purchase order is issued will not be paid from this grant.

Thank you for your application submission this year and assisting in our efforts to improve safety at the rail-highway grade crossings throughout the State of Indiana. We apologize for the delay in receiving your grant agreements and have appreciated your patience through this process.

Sincerely,

Bridgette Hail

Bridgette Hail
Sr. Rail Planner
Multimodal Division- INDOT
Phone: (317) 601-4117
Email: bhail@indot.in.gov

RAILROAD GRADE CROSSING FUND GRANT AGREEMENT

EDS # A249-21-G210022
GRANT # 21-GCF-LPA-33

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and **Town of Cedar Lake** (the “Grantee”), jointly referred to as the “Parties,” is executed pursuant to the terms and conditions set forth herein.

Whereas, Ind. Code § 8-6-7.7-6.1 establishes the Railroad Grade Crossing Fund; and

Whereas, the Grantee is an entity described in Ind. Code § 8-6-7.7-6.1 and is eligible to receive a grant from the Railroad Grade Crossing Fund; and

Whereas, the Grantee has submitted a project application.

In consideration of those mutual undertakings and covenants, the Parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a grant of **\$11,400.00** (the “Grant”) to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code §8-6-7.7-6.1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If State Funds: Program Title: Railroad Grade Crossing Fund

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its grant application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **March 5, 2021** and shall remain in effect through **January 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the Parties and as permitted by state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of **\$11,400.00**. The approved Project budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Grantee shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within twenty-one (21) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and

reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that the Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a “sub-recipient” of federal grant funds under 2 C.F.R. 200.330, the Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC §5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC §5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the Parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:

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

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any contractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the contractor for work to be performed under this Grant Agreement.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee'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 its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- 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.

12. Employment Eligibility Verification. As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee agrees that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 C.F.R. 60-1.7. The Grantee shall comply with Section 202 of executive order 11246, as amended, 41 C.F.R. 60-250, and 41 C.F.R. 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Grant Agreement.

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

- C. During the performance of this Grant Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The Grantee shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Grant Agreement.
2. Nondiscrimination: The Grantee, with regard to the work performed by it during the Grant Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices when the Grant covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Grant Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: The Grantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or to furnish this information, the Grantee shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Grant Agreement, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (a) withholding payments to the Grantee under the Grant Agreement until the Grantee complies, and/or (b) cancellation, termination or suspension of the Grant Agreement, in whole or in part.
6. Incorporation of Provisions: The Grantee shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any contract or procurement as the State may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the Grantee may request the State to enter into such litigation to protect the interests of the State.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail, first class U.S. mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Rail Office Manager
Indiana Dept. of Transportation
100 N. Senate Avenue, Room N955
Indianapolis, IN. 46204

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Dept. of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

B. Notices to the Grantee shall be sent to:

Town of Cedar Lake
Planning Director
7408 Constitution Av, PO Box 707
Cedar Lake, IN 46303
Email: jill.murr@cedarlakein.org

As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC §5-14-3.5-2. Use by the public of the information contained in this Grant Agreement shall not be considered an act of the State.

21. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend Grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such

termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. N/A

26. State Boilerplate Affirmation Clause. N/A

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST.

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The Parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Town of Cedar Lake

By: _____

Printed Name

Title: _____

Date: _____

Indiana Department of Transportation

Venetta Keefe, Rail Office Manager

Date: _____

Joseph McGuinness, Commissioner (for)

Date: _____

**STATE OF INDIANA
APPROVALS**

Indiana Department of Administration

_____(for)
Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

_____(for)
Zachary Q. Jackson, Director

Date: _____

Attorney General

_____(for)
Theodore E. Rokita, Attorney General

Date: _____

Town of Cedar Lake - Exhibit A

County	City/Town	Street Name	DOT- AAR# (Crossing #)	Project Type w/ Total of Each												Project Specifics	Total Crossing Improvem ents	Cost
				Signs														
				Cross-bucks- (RR Only)	Adv. Warn. Sign	Stop	Other	Pavement Markings	Median Barriers	Illumonation	LED - (RR Only)	Surfacing (RR Only)	Sight Obstruction Removal (RR Only)	Other Safety Imp.	Crossing Closure			
Lake	Cedar Lake	137 TH AVE	341161L				0	2	0	0	0	0	0	0		PM	2	\$2,072.72
Lake	Cedar Lake	141 ST AVE	341163A				0	2	0	0	0	0	0	0		PM	2	\$2,072.73
Lake	Cedar Lake	142 ND PLACE	341164G				0	2	0	0	0	0	0	0		PM	2	\$2,072.73
Lake	Cedar Lake	ONE HUNDRED TWENTY-NINTH AVENUE	545895D				0	2	0	0	0	0	0	0		PM	2	\$2,072.73
Lake	Cedar Lake	ONE HUNDRED THIRTY-THIRD AVENUE	545896K				0	2	0	0	0	0	0	0		PM	2	\$2,072.73
Lake	Cedar Lake	ONE HUNDRED FORTY-FIRST AVENUE	545898Y				0	1	0	0	0	0	0	0		PM	1	\$1,036.36
																Total Requested Amount		\$11,400.00
Total Project Cost																		\$11,400.00

EXHIBIT B

ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC §5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to any similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>.
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>.
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs.
3. Based on the level of government financial assistance received, an audit may be required by IC §5-11-1-9.