



**Purchase Order
Grant
Indiana Department of Transportation**

State Form 45449 (R8/6-07)

Approved by State Board of Accounts, -2007;

Approved by Auditor of State, -2007

Order # 0010803499 Date 10/13/2009 Required Date 11/12/2009 Page 1 of 1
Requisition Number: 0000029992
Vendor ID: 0000060555 REMIT001
Agency: 00800 Indiana Dept of Transportation
Pay Terms: Invoice Due Upon Receipt

Vendor 0000060555 REMIT001 2

Remit to

CITY OF NEW CASTLE
227 N MAIN ST
NEW CASTLE IN 47362

Ship To

Dept Of Transportation
Local Programs
100 N SENATE AVE RM N955
INDIANAPOLIS IN 46204

Vendor
Name
Address

CITY OF NEW CASTLE
227 N MAIN ST
NEW CASTLE IN 47362

Bill To

Indiana Dept of Transportation
Dept Of Transportation
Local Programs
100 N SENATE AVE RM N955
INDIANAPOLIS IN 46204

Vendor
Contact

Name:
eMail:
Phone:

Buyer

Name: Curlin-Brown, Debra-800
eMail: DCURLIN-BROWN@indot.IN.gov

Purchase Order Line Details						
Item No	Description	(FOB Destination)	Qty Ordered	Qty Recd	UOM	Unit Price

1- 1	New Castle, City of ARRA Capital Grant - Financial assistance for eligible capital expenses in the provision of rural public transportation.		1.0000		EA	188,860.0000	188,860.00
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Deliveries acceptable only between 8:00 AM and 3:00 PM, Monday through Friday, excluding State Holidays.

Units of Measure, Handling, Totals, Signatures

The following UN/CEFACT Unit of Measure
Common Codes are used in this document:
EA Each

_____ Date Invoice Received: (Month/Day/Year)
_____ Goods/Services Received Date: (Month/Day/Year)
_____ Internal Contract Terms and Conditions Satisfied: (Month/Day/Year)
_____ Exempt: Intergovernmental (Pursuant to IC 5-17-5-2)
_____ Good Faith Dispute (Dispute Pursuant to IC 4-13-2-20 & IC 5-11-10-2)

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Total PO Amt. \$ 188,860.00

Issued by the the Indiana Department of Transportation

John E Jordan

10/15/09

FUNDING ENCUMBERED BY THE AUDITOR OF STATE

I certify that there is sufficient unencumbered balance in the above account to cover the amount of this order, and that funds have been set aside for payment thereof.

CONFIRMATION OF RECEIPT

I certify that the items listed above were received. All commodities appeared to conform to specifications and showed no patent defects, except as otherwise noted.

Signature of Receiver

Date Signed(Month/Day/Year)



00800 0010803499

Indiana Department of Transportation

INDIANA DEPARTMENT OF TRANSPORTATION
SECTION 5311 GRANT AGREEMENT
FOR ARRA FUNDED PROJECTS

[Governmental Authority]
EDS # A249-09-321053

This Grant Agreement ("Agreement"), entered into by and between the State of Indiana, acting through its Department of Transportation, Office of Transit (the "State") and the **City of New Castle** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein.

Whereas, 49 U.S.C. § 5311 authorizes the Federal Transportation Administration ("FTA") to make grants to states to be used for operating and capital assistance, feasibility studies and intercity bus assistance, to provide services for public transportation in rural and small urban areas ("Section 5311 Grants"); and

Whereas the Indiana Department of Transportation ("INDOT") is authorized by I.C. § 8-23-2-4.1(2)(C) to select projects for approval by the FTA and to administer Section 5311 Grants; and

Whereas the Grantee, a governmental authority approved by the State to coordinate services for rural public transportation, has been awarded a Section 5311 Grant by INDOT and the FTA, and is a "subrecipient" as that term is defined in 49 U.S.C. § 5311; and

Whereas, funds supporting projects requested under this Agreement will have funds provided through the "American Recovery and Reinvestment Act of 2009" ("ARRA"); and

Whereas, INDOT makes no representations or guarantees about funding beyond the Agreement period as this Agreement is being funded with one time dollars from the ARRA; and

Whereas, because this Agreement will be utilizing ARRA funds on project(s), the Grantee will be required to comply with all aspects of the ARRA including but not limited to record keeping and reporting for each job utilizing ARRA funds (as described in SECTION 15 of this Agreement);

Now, therefore, in consideration of the mutual covenants set forth herein, the State and the Grantee agree as follows:

SECTION 1 Purpose of this Grant Agreement - The purpose of this Grant Agreement is to memorialize the terms, conditions and mutual understandings pursuant to which the Grantee will utilize a Section 5311 Grant funded under the ARRA to provide public transportation services to rural and small urban areas as set forth in the Project (the "Project") as described in **Exhibit A**, attached hereto and incorporated fully herein.

SECTION 2 Term - Capital Agreements shall be effective for a period of two years. It shall commence on **JULY 1, 2009** and shall remain in effect through **JUNE 30, 2011**.

SECTION 3 Controlling Documents Incorporated by Reference - In addition to the specific terms of this Grant Agreement, Grantee shall comply with all applicable provision of *Indiana's Section 5311 State Management Plan, rev. June, 2008* (the "*State Management Plan*"), provided to Grantee with its Application and available at [http://www.in.gov/indot/files/Indiana Section 5311 State Management Plan.pdf](http://www.in.gov/indot/files/Indiana%20Section%205311%20State%20Management%20Plan.pdf) and the *FTA Master Agreement*, available at <http://www.fta.dot.gov/documents/15-Master.doc> (the "*FTA Master Agreement*"), to the extent that these documents do not contradict the mandates of the ARRA. In the event of inconsistency between the requirements of the ARRA or applicable regulations promulgated pursuant to the ARRA and *Indiana's Section*

5311 State Management Plan or the FTA Master Agreement, the requirements of the ARRA or applicable regulations promulgated pursuant to the ARRA shall control. By signing this Grant Agreement, the Grantee acknowledges that it has received and read these documents.

SECTION 4 Design and Implementation of the Project - The Grantee shall undertake carry out and complete the Project as described in its Section 5311 Grant application filed with, and approved by, the State and the FTA, and incorporated by reference, and in accordance with the terms and conditions of this Grant Agreement. Modification of the Project shall require prior written approval of the State.

SECTION 5 Project Budget and Budget Modification - The approved Project Budget (the "Budget") is set forth in **Exhibit B**, attached hereto and incorporated fully herein. The Project shall not exceed the amount stated in the Budget without the prior written consent of a duly authorized representative of the State.

SECTION 6 Use of Grant Funds/Project Equipment and Property by Grantee - The Section 5311 Grant funds shall be used only to implement the Project in conformance with the Budget and for no other purpose. The Grantee shall adhere to the provisions of FTA Circular 9040.1F, "Section 5311 Non-urbanized Area Assistance Program Guidance," and any amendments thereto.

A. Purchase of Vehicles and Equipment.

(1) Vehicles are purchased through Indiana Department of Administration (IDOA) Quantity Purchase Awards (QPAs). IDOA is responsible for soliciting, reviewing and approving all bids for vehicles. The purchase of other equipment financed in whole or part pursuant to this Agreement shall be in accordance with applicable state law and federal standards, including those set forth in OMB Circular A-102, and FTA Circular 4220.1F. The procedures, terms and conditions are described more fully in the *State Management Plan*.

(2) The Grantee shall hold title to all Project equipment, which shall be subject to certain federal standards for use and disposition of Project equipment, and/or facilities as set forth herein.

B. Use of Equipment and Property

(1) The Grantee shall observe the Property Management Standards as set forth in FTA Circular A-110 as it may be amended from time-to-time, and any guidelines or regulations that INDOT or U.S. D.O.T. may issue.

(2) The Grantee agrees that Project funds and Project financed equipment, facilities or other property financed by this Section 5311 Grant shall be used for the provision of rural public transportation as specified in the approved application.

(3) The Grantee shall comply with all of the obligations, and restrictions, relating to Title, Insurance, Operation, Leasing Vehicles and Maintenance as set forth in the *State Management Plan*.

C. Disposition of Project Equipment and Property. Property may be disposed of or transferred only in accordance with the procedures set forth in the *State Management Plan* and the *FTA Master Agreement*.

SECTION 7 Project Funding –

- A. **ARRA Funding:** The Project shall be funded entirely from funds appropriated or otherwise made available pursuant to the ARRA. Neither INDOT nor the State of Indiana make any representations or guarantees about funding beyond the agreement period as this agreement is being funded with one time dollars from the ARRA.
- B. **Project Settlement and Close-out:** In addition to any ARRA reporting or audit requirements, and as more fully set forth in the *State Management Plan* and the *FTA Master Agreement*, upon completion of the Project or upon termination by the State, the Grantee shall, within 45 days of the completion date of the Project, submit a final Project Financial Status Report. Audits shall be performed in accordance with compliance guidelines established by the Indiana State Board of Accounts. The Grantee shall undertake the necessary audit as required by OMB Circular A-133. Close-out shall not invalidate any continuing obligations imposed on the Grantee by this Grant Agreement or contained in the final notification or acknowledgment from the State.

SECTION 8 Monitoring Reviews by the State - The State monitors oversight of program compliance by conducting annual grant reviews, annual site visits and tri-annual compliance reviews to ensure that the Grantees are complying with federal and state regulations. The compliance reviews include a desktop review as well as on-site review. Meetings to review and/or discuss Project activities may be called at any time by the Grantee, State or any other agency with a vested interest in the Project. Monitoring reviews, which are more fully described in the *State Management Plan*, will include, but are not limited to, the following:

- A. Grantee's compliance with the approved Project and the Budget;
- B. Grantee's compliance with Title VI/EEO requirements;
- C. Grantee's compliance with Section 504/ADA requirements;
- D. Grantee's compliance with vehicle maintenance;
- E. Grantee's compliance with control and responsibility over the equipment;
- F. Grantee's compliance with subcontracting requirements.

SECTION 9 Audits, Maintenance of Records, and Reports -

- A. Unless a written waiver has been obtained from the State Board of Accounts, the Grantee shall hire an independent auditor to conduct an annual audit of the Project in accordance with OMB Circular A-133.
- B. The Grantee shall permit the State, the FTA, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant Agreement, and to inspect all Project equipment and property.
- C. The Grantee shall include in all its contracts under this Grant Agreement a provision that the State, the FTA, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent documents or records of any such contractor involving transactions related to this Grant Agreement for a period of three (3) years from the final payment under this Grant Agreement.
- D. The Grantee shall maintain all records and shall submit reports as required by the *State Management Plan* and the *FTA Master Agreement*.

SECTION 10 Indiana - 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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. 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, 35-44-1-3, 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, further work or 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 or the federal government, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant Agreement.
- E. 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 delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §§ 5-17-5.
- F. The Grantee warrants that the Grantee and its subcontractors, if any, 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 and grounds for immediate termination and denial of further work with the State.
- G. The Grantee affirms that, if it is an entity described in IC Title 23, it is property registered and owes no outstanding reports to the Indiana Secretary of State.
- H. 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 the Grant, 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 (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 Grant, even if IC 24-4.7 is preempted by federal law.

SECTION 11 Drug-Free Workplace Certification - 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 an employee has been convicted of a criminal drug violation occurring in the Grantee's workplace.

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

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

This certification is required by Executive Order No 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts 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 Grantee and made a part of the contract or agreement as part of the grant documents.

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.
- 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.

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under sub-division C (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) 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 purpose by a federal, state or local health, law enforcement or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

SECTION 12 Nondiscrimination - Pursuant to I.C. 22-9-1-10, and the Civil Rights Act of 1964, the Grantee and its contractors and sub-contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement. The Grantee shall not discriminate 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, age, disability, national origin, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with all applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and its contractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

SECTION 13 Termination for Convenience/Funding Cancellation - 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. If 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. In the event of a termination, whether under this paragraph or for a breach of this Grant Agreement, the Grantee shall dispose of the Project in accordance with FTA procedures.

SECTION 14 Notice to Parties - Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Section 5311 Program Manager
INDOT Office of Transit
100 North Senate, Room N808
Indianapolis, Indiana 46204

- B. Notices to the Grantee shall be sent to:

Ms. Deborah Thornhill
New Castle Community Transit System
201 South 25th Street
New Castle, IN 47362

- C. 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.

SECTION 15 ARRA Special Provisions - The Grantee understands that projects under this Agreement may be funded with ARRA funds and to the extent ARRA funds are utilized on each project the Grantee must comply with the requirements of ARRA.

The Grantee acknowledges and agrees to the following notices and requirements on each ARRA funded job:

A. General Requirements

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 ("ARRA"), and is subject to the reporting and operational requirements of ARRA. Each agreement funded by ARRA, including agreements with subconsultants or contractors, is subject to audit by appropriate federal or state entities. Each Grantee that receives ARRA funds is responsible for record keeping and reporting requirements under ARRA. The ARRA reports shall include, but are not limited to, performance indicators of program deliverables, information on costs, progress on timelines, and employment data. Failure to comply with the terms herein may result in withholding of INDOT payments and/or the requirement that the Grantee repays ARRA funds.

Neither INDOT nor the State of Indiana make any representations or guarantees about funding beyond the contract period as this contract is being funded with one time dollars from the ARRA.

B. Employment Reporting Requirements

The Grantee shall complete an ARRA employment report as requested by INDOT.

ARRA employment reports shall be completed by the Grantee and shall include data for their workforce and the workforce of each contractor, subcontractor, or consultant. Data shall be reported for employees actively engaged in the contract who work on the jobsite, in the project office, in the home office or by telework from a home or other alternative office location.

ARRA monthly employment reports shall be submitted by completing an on-line form available on INDOT's website. Instructions for completion of the form are also available on the website. A separate report shall be submitted for each Job assigned under this contract.

The Department reserves the right to change the employment reporting requirements for ARRA contracts at any time without any additional compensation to the Grantee.

C. Authority of the U.S. Comptroller General

Section 902 of the ARRA provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the Grantee, its contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

D. Authority of the U.S. Inspector General

Section 1515(a) of the ARRA provides the U.S. inspector General and his representatives the authority to examine any records or interview any employee or officers working on this Agreement. The Grantee is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Grantee, its contractors or subcontractors or other firms working on this contract.

Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

E. 48 CFR 25.6 Buy American Requirement

Pursuant to Section 1605 of the ARRA the Contractor shall comply with the requirements of 48 CFR 25.6, including any interim rules. In the case of a discrepancy between the requirements of 48 CFR 25.6 and any other Buy American requirements in the contract, the stricter requirement shall be followed.

F. Additional Provisions

The Department reserves the right, upon Federal Rule Promulgation and/or guidance to change the requirements for ARRA contracts at any time without any additional compensation to the Grantee.

SECTION 16 Order of Precedence - Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order:

- (1) the ARRA and any regulations promulgated pursuant to the ARRA,
- (2) the *FTA Master Agreement*,
- (3) the *State Management Plan*,
- (4) this Grant Agreement,
- (5) Attachments prepared by the State, and
- (6) the Grant Application.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****

Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that she/he is the properly authorized representative, agent, or officer of the Grantee, that she/he has not, nor has any other employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that she/he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

In Witness Whereof, the parties having read and understanding the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

GRANTEE:

By: [Signature]
Signature

JIM SMALL
Printed Name

MAYOR
Title

Date: 6-1-09

Attest: [Signature]
Signature

JANICE LAVARNWAY
Printed Name

CLERK - TREASURER
Title

Date: 6-1-09

Approved as to Form and Legality:

[Signature]
Gregory F. Zoeller
Attorney General of Indiana

STATE OF INDIANA:

Recommended For Approval

By: [Signature]
Robert D. Cales
Director
Contract Administration

Date: 6/19/09

By: [Signature] (for)
Michael W. Reed
Commissioner
Department of Transportation

Date: 6/22/09

Approved: Department of Administration

By: [Signature] (for)
Mark W. Everson, Commissioner

Date: 6-24-09

Approved by: State Budget Agency

By: [Signature] (for)
Christopher A. Ruhl, Director

Date: 9/1/09

Date: 9 Sept 09

Dear Sir,
I have the honor to acknowledge
the receipt of your letter of the
10th inst.

and in reply to inform you
that the same has been forwarded
to the proper authorities for
their consideration.

I am, Sir, very respectfully,
Your obedient servant,
J. B. Smith

Yours faithfully,
W. D. Jones

I am, Sir, very respectfully,
Your obedient servant,
J. B. Smith

Yours faithfully,
W. D. Jones

I am, Sir, very respectfully,
Your obedient servant,
J. B. Smith

Yours faithfully,
W. D. Jones

I am, Sir, very respectfully,
Your obedient servant,
J. B. Smith

Yours faithfully,
W. D. Jones

EXHIBIT A PROJECT DESCRIPTION

Vehicle Replacements

The Department evaluated replacement requests based on current utilization rates, age, and current odometer readings to determine whether or not the vehicle currently meets or is projected to meet INDOT vehicle replacement standards on or before March 31, 2010.

Based on this review, the City of New Castle has been approved for the following replacement capital: **2 Vehicles**

Expansion Vehicles

The Department evaluated requests for expansion of rolling stock based on system performance, need, and ability to sustain expanded services.

Based on this review, the City of New Castle has been approved for the following expansion capital: **1 Vehicle**

Miscellaneous Capital Equipment

INDOT evaluated a wide range of miscellaneous requests for capital equipment. In evaluating such requests, we considered need, cost, existing system configurations, and opportunities to achieve efficiencies in the maintenance, operation, and administration of rural general public transportation services. Many applicants relied on vendor quotes to estimate the cost of such equipment. INDOT considered the range of potential suppliers and standard industry cost estimates for the type of equipment requested in approving the budget for miscellaneous equipment.

Based on this review, the City of New Castle has been approved for the following miscellaneous capital: **computer, alarm system, laptop, shelters, drinking fountain, office equipment, shop equipment, surveillance cameras**

EXHIBIT B

PROJECT BUDGET

City of New Castle

Capital Expenses

ACTIVITY:	11.12.04	2 <30' Bus (STV) - Replace	\$100,000
ACTIVITY:	11.13.16	Sedan Revenue Vehicle - Expand	\$20,000
ACTIVITY:	11.42.06	Miscellaneous Shop Equipment	\$12,500
ACTIVITY:	11.42.09	Security Equipment	\$46,500
ACTIVITY:	11.42.20	Miscellaneous Office Equipment	\$9,860

<u>TOTAL CAPITAL EXPENSES</u>	<u>\$188,860</u>
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SOURCE OF FUNDS

Federal ARRA Funds	\$188,860
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TOTAL PROJECT COST	<u>\$188,860</u>
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