Board of Public Works and Safety
Agenda
Monday, May 4, 2020: 11:30 a.m.

- **Roll Call**
- **Approval of Minutes**
- **Unfinished Business**
- **New business**
    - **PACE Extension Request for 505 W. Main**
    - **INDOT Roads & Bridges Matching Grant Agreement #A249-20-LG200023**
- **Adjustments**
- **Claims**
- **Public Comment**
- **Adjourn**
- **Next meeting: Monday, May 18, 2020 @ 11:30 a.m.**

BOARD OF PUBLIC WORKS
APRIL 20, 2020

The Board of Public Works and Safety, City of Madison, Indiana, met in regular session at 11:30 AM in the Council Chamber, City Hall. Present: Eaglin and Courtney, absent Carlow. (2-1).

It should be noted that because of the Covid-19 pandemic this meeting is being conducted by Zoom technology to abide by the Governor's mandate of social distancing.

NEW BUSINESS:
Eaglin made a motion to approve the April 6, 2020 minutes, seconded by Courtney. All in favor, motion carried (2-0).

A work order was presented from Jacobi, Toombs and Lanz for the 2020 Community Crossing Grant for local street paving.

Eaglin made a motion to approve the work order, seconded by Courtney. All in favor, motion carried (2-0).

Eaglin made a motion to approve the claims as submitted, seconded by Courtney. All in favor, motion carried (2-0).

PUBLIC COMMENT:
Mark Campbell asked whether any of the paving in the Community Crossing Grant would address Main Street and State Road 56.

Courtney answered that it does not include Main Street or Hwy 56 headed west. The situation with Main Street will be addressed with an amendment to the road transfer agreement between the City of Madison and INDOT at tomorrow nights city council meeting. This amendment will deal with culvert work and patch work.

AJ Braemer asked how much was budgeted for road paving this year.

Courtney state the city is paving about 6 miles this year at a cost of approximately $1.4 million dollars. There are also sidewalk projects that will total in the $350,000 range that are not part of the Community Crossing Grant.

Next meeting is Monday, May 4,2020 at 11:30 AM.

Eaglin made a motion to adjourn, seconded by Courtney. All in favor, motion carried (2-0).

Meeting adjourned at 11:38 am.

Mayor Bob Courtney

David Carlow

Karl Eaglin

ATTEST

Rick Berry, Clerk Treasurer

PACE
Extension Request

Steven McKay (Name), has requested an extension for a period of 12 months (12 months max) on the PACE Grant for 505 W Main St (Address). New deadline will be 5/20/2021.

Signature (Preservation Coordinator) Date

Signature (Mayor) Date

Signature (Board of Public Works and Safety) Date

Signature (Board of Public Works and Safety) Date

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #A249-20-LG200023

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **City of Madison**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. 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 **$721,817.08** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in **Attachment 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 Indiana Code § 8-23-30 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:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

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.

   C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

   D. The Grantee uses an approved transportation asset management plan on file with the State.

3. **Implementation of and Reporting on the Project.**

   A. The Grantee shall implement and complete the Project in accordance with **Attachment 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.

4. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. **Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in **Attachment A**;

B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

i. must immediately repay all grant funds provided to the State; and
ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

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, Grantee shall provide 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 local funds.

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 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. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than $1 million**. The maximum amount of state funds allocated to the Project is **$721,817.08**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than $1 million for all qualifying projects the Grantee may have in a calendar year.

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.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

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 **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that 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 "subrecipient" of federal grant funds under 2 C.F.R. 200.330, 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. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

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 subcontractor 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 subcontractor 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. 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.** 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, Grantee certifies compliance with 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 any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

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

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

Kayti Adams
Seymour District
185 Agrico Lane
Seymour, IN 47274
Email: kadams@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Madison
ATTN: Bob Cooke
101 W Main Street
Madison, IN 47250
Email: specproj@madison-in.gov

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 22, 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 Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant 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 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 to 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.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019* OAG/ IDOA *Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

(Applicable to only to Grant Agreements processed through SCM)

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.

[Grantee]**City of Madison**

By: _____

_____
Name and Title, Printed
Date: _____

Indiana Department of Transportation

By: _____

_____(for)
Joseph McGuinness, Commissioner
Date: _____

Approved by:
Indiana Department of Administration

By: _____(for)
Lesley A. Crane, Commissioner

Date:_____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

APPROVED as to Form and Legality:

Form approval has been granted by the

Office of the Attorney General pursuant to

IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

_____ Date: _____

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

SUPPLEMENTARY SIGNATURES

[Grantee] **City of Madison**

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

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Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

ATTEST:

By: _____

_____
Name and Title, Printed
Date: _____

ATTACHMENT A

PROJECT DESCRIPTION

Des No: **2001204**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement, HMA**

Location:

Route Name	From	To	Award Amount for Feature
JEFFERSON ST	350 ft north of U.S. 421 and	1074 ft northwest of US 42	$11,057.50
ALLEN ST	SR 7	Approx. 430 ft south of Ma	$13,253.66
BALTIMORE ST	US 421	Approx. 255 ft North on Bal	$11,532.50
BLOOM ST	Berry Street	Terrace Drive	$7,897.66
BRENTWOOD DR	Maplewood Dr.	761 ft to Brentwood West a	$19,175.16
CRESCENT ST	Highland Dr.	Hargan Drive	$24,345.01
EIGHTH ST	Cragmont Street	220 ft west of Taylor St.	$16,965.50
ELM ST	First Street	Second Street	$13,737.78
FIFTH ST	Mulberry Street	West Street	$18,311.82
FIRST ST	St. Michaels Avenue	Baltimore Street	$12,919.71
FOREST DR	Miles Ridge	Woods Edge Drive	$30,100.50
HARGAN DR	Ross Street	380 ft east of Hargan Place	$52,851.28
HARGAN PL	Hargan Drive	133 ft north on Hargan Plac	$4,943.07
INGLIS ST	Cragmont Street	250 ft west of Taylor St.	$18,520.83
IROQUOIS DR	Seneca Drive	90 ft east of Shawnee Dr	$13,339.41
JESSUP LN	Michigan Road	353 ft east on Jessup Lane	$5,171.94
MADISON AVE	SR 56	Second St.	$7,276.98
MARINE ST	SR 56	Second Street	$5,573.05
MARION ST	State Street	Miller Street	$13,801.00
MARSHALL PL	Hargan Drive	127 ft southwest on Marsha	$3,226.28
MCINTIRE ST	SR 56	First Street	$12,144.33
MILL ST	Third Street	Fourth Street	$6,024.33
MILLER ST	Blackmore Street	Allen Street	$19,752.55
POPLAR ST	Third Street	Presbyterian Street	$12,626.94
CHERRY VALLEY LN	Ross Street	360 ft south of Cherry Drive	$38,194.12
POPLAR RIDGE CT	Poplar Ridge Lane	198 ft east on Poplar Ridge	$6,093.00
PRESBYTERIAN ST	Broadway Street	West Street	$23,058.39

ROCKWOOD BLVD	Michigan Road	Central Drive	$11,695.50
VANBUREN DR	Franklin Dr.	Green Rd.	$17,025.33
WALL ST	SR 56	Third St.	$17,763.11
WOOD ST	Martin St.	SR 7	$5,814.66
WRAY ST	Mouser Street	179 ft north on Wray St.	$3,788.33
CRAGMONT ST	SR 56	Second Street	$14,056.41
BELLAIRE DR	Cragmont Street	Crestwood Drive	$63,682.40
GOLF RIDGE CT	Golf Ridge Lane	167 ft. southwest on Golf R	$4,611.33
JOHNSON CT	Cragmont Street	612 ft east on Johnson Cou	$12,956.50
MARTIN ST	Allen Street	389 ft west on Martin St.	$5,063.05
MILES RIDGE RD	Miles Ridge Rd.	275 ft south on Miles Ridge	$8,546.14
MILL ST	Vaughn Dr.	First Street	$11,774.16
OSAGE DR	SR 7	Shawnee Drive	$20,857.66
PARKVIEW DR	Michigan Rd.	Elmhurst Ln.	$12,495.16
PHILLIP LN	Cragmont Street	506 ft west on Phillip Lane	$9,306.00
WELLS DR	Green Rd.	Madison Ct.	$32,282.33
FOX TRAIL LN	Rabbit Ln.	Wolf Trail Dr. South	$21,028.33
MICHIGAN RD	Autumnwood Lane	SR 62	$17,825.00
CHERRY DR	Cherry Valley Lane	273 ft north to Anderson Sc	$9,351.25

Application ID: **7912**

A general scope/description of the Project is as follows:

Various streets in the Hilltop and historic district of downtown Madison will be milled, resurfaced with 1-1/2 inch HMA. Some streets will have ADA ramp upgrades, and some will have replacement sidewalks for ADA compliance. There will be some curb repair and or replacement as required.

The maximum amount of state funds allocated to the Project is $721,817.08

ATTACHMENT B
AWARD LETTER

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N901
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

April 17, 2020

City of Madison
Bob G. Courtney
101 West Main Street
Madison, IN 47250

RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Bob G. Courtney:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
7912	$721,817.08	All
TOTAL	***$721,817.08***	

Preliminary award amounts are contigent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana 's infrastructure.

If you have any questions, please contact Katherine Adams, (812) 524-3969 or kadams@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKallip

Director of Local Programs
Indiana Department of Transportation