



MADISON *Indiana*

Board of Public Works and Safety Agenda

MEETING DATE: Tuesday, September 2, 2025, at 11:30 AM

MEETING PLACE: Madison City Hall- Council Chambers

LIVE STREAM LINK: <https://www.youtube.com/@CityofMadisonIndianaGovernment>

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
 - General
 - Payroll
- D. Adjustments
- E. Unfinished business
- F. New business
 - Contract between City of Madison and Jacobi, Toombs and Lanz, LLC
 - Amendment to Resolution 2025-28B: Balloon Glow change of date to Sept. 7, 2025
 - Amendment to Resolution 2025-36B: Unbroken Circle, Sept. 4-6, 2025
 - PACE, Brenna Haley: 1 Final: 523 Jefferson St. and 1 Midpoint: 311 East St.
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: **Monday, September 15, 2025**, at 11:30 AM.
- J. Motion to adjourn.

Board Member	Appointing Authority	Term
Mayor Bob Courtney	NA	1/6/2020- 12/31/2027
Dave Carlow	Mayor	1/6/2020- 12/31/2027
Karl Eaglin	Mayor	1/6/2020- 12/31/2027

City of Madison acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To plan, contact ADA Coordinator at 812-265-8300.



MADISON *Indiana*

Board of Public Works and Safety Minutes

MEETING DATE: Monday, August 4, 2025, at 11:30 AM

MEETING PLACE: City Hall- Council Chambers

The Board of Public Works and Safety, City of Madison, Indiana, met at 11:30 AM in the Council Chamber, City Hall.

Calling of roll and notice of absentees: Eaglin, Courtney, and Carlow were present (3-0).

Approval of Minutes: Eaglin moved to approve the July 21, 2025, minutes, seconded by Carlow. All in favor, motion carried (3-0).

Claims—General/Payroll: Carlow moved to approve the general and payroll claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

Adjustments: None.

Unfinished Business: None.

New business:

Wheel Loader Comparison – Utilities Manager, Brian Jackson: The Wastewater Department evaluated four wheel loader models for use at the Wastewater Treatment Plant and recommends purchasing the CAT 914 loader. After on-site testing, two larger models (CAT 920 and John Deere 444 G) were deemed oversized and cost-prohibitive. Between the remaining options, the CAT 914 was favored over the John Deere 344 P due to its enhanced features such as faster hydraulic cycle times, a rear-view camera, auto bucket kickout, creep speed mode, and superior warranty coverage. The total cost for the CAT 914 is \$168,500, with a net cost of \$148,500 after trading the current loader to the Street Department for \$20,000. **Motion:** Courtney moved to authorize the acquisition of the wheel loader recommendation and transfer through the purchase of the smaller wheel loader to the TSO, seconded by Eaglin. All in favor, motion carried (3-0).

Vine and Elm Parking Plans – Deputy Mayor, Tony Steinhardt: An important part of the Main Street project is the reorganization of parking on the side streets to the north and south of Main Street, as outlined in the parking study and the Main Street Master Plan. The project will also add striping for parking spaces and designated areas for golf cart parking. On the side street south of Main Street, angled parking will be on the east side of the street and parallel parking on the west side. On the side street north of Main Street, the pattern will be the opposite—parallel parking will be on the east side, and angled parking will be on the west side.

Resolution 2025-38B: National Night Out – Aug. 11, 2025: A request was submitted by Shawn Scudder on behalf of the City of Madison, Madison Police Department, and Madison Fire Department to temporarily close a section of Vaughn Drive for the National Night Out event scheduled for Monday, August 11, 2025. The proposed closure would span from the west side of West Street to the east side of Poplar Street, between 4:00 p.m. and 8:00 p.m. The street would be under the supervision and control of the City during that time. **Motion:** Eaglin moved to approve Resolution 2025-38B, seconded by Courtney. All in favor, motion carried (3-0).

Resolution 2025-39B: Farmers Evening Market Street Closing – Aug. 12, 2025: A request was submitted by Brittany Demaree on behalf of the Madison Farmers Market to close specific streets and sidewalks for their event on Tuesday, August 12, 2025, from 5:00 p.m. to 9:00 p.m. The requested closures include the southbound lane of Broadway Street (from the north side of Main Street to the south side of Third Street) and the sidewalks on the north side of Main Street from Main Street to Trinity United Methodist Church and 408 Broadway Street. **Motion:** Carlow moved to approve Resolution 2025-39B and 2025-40B, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution 2025-40B: Farmers Evening Market Street Closing – Sept. 9, 2025: A request was submitted by Brittany Demaree on behalf of the Madison Farmers Market to close designated parking spaces for their event on Tuesday, September 9, 2025, from 4:00 p.m. to 9:00 p.m. The requested closures include parking spaces on the east side of Jefferson Street between Main Street and Second Street, as well as parking spaces on the south side of Main Street between Jefferson Street and the alley east of the Jefferson County Courthouse. **Motion:** Carlow moved to approve Resolution 2025-39B and 2025-40B, seconded by Eaglin. All in favor, motion carried (3-0).

Public Comment re. Resolution 2025-40B: City of Madison resident Jan Vethrus requested that the event organizers and the City ensure courthouse employees are informed about the parking space closings. The courthouse is aware of the closings and has already approved them, and a notice will be given to the employees.

Resolution 2025-41B: Broadway Reunion – Sept. 20, 2025: A request was submitted by Mike Perry on behalf of Eureka Lodge #30 for a street closure related to the Broadway School Reunion and Street Dance on Saturday, September 20, 2025. The proposed closure is for Broadway Street between Fourth and Fifth Streets from 3:00 p.m. to 11:30 p.m. **Motion:** Courtney moved to approve Resolution 2025-41B, seconded by Carlow. All in favor, motion carried (3-0).

PACE Finals – 123 Central and 304 Jefferson – Historic Preservationist, Brenna Haley: 123 Central Avenue is a rehabilitation grant project that has been completed. The scope of work included removing all vinyl siding and replacing it with LP Smart Siding. The owners are requesting the full disbursement of \$7,500.00. 304 Jefferson Street is also a completed rehabilitation grant project. The work included window replacement and painting of the structure. While the painting was not part of the approved grant scope, it was completed as part of the overall project. The owners are requesting the full disbursement of \$7,500.00. **Motion:** Courtney moved to approve the PACE Finals, seconded by Carlow. All in favor, motion carried (3-0).

Mayor's Comments: There are several construction projects underway across town. The Main Street restoration is set to begin this week, and the work on Clifty Drive is nearing completion. The Residences at Sunrise Crossing are also beginning to take shape, with a couple of buildings now

under construction. With August and September being busy festival months, we encourage everyone to get out and support our local events. A big thank-you to the city departments and DOC crews helping to make these festivals possible.

Public comment: Claude Rottet, 820 Fillmore Alley, voiced concern regarding the groundskeeping of the area in front of his property, in front of the river. He offered to donate \$200.00 for the maintenance of the area.

Next meeting: Monday, August 18, 2025, at 11:30 AM.

Adjourn: Courtney moved to adjourn, seconded by Eaglin. All in favor, motion carried (3-0).

Attested:

Shirley Rynearson, Clerk-Treasurer

Mayor Bob Courtney

Karl Eaglin

David Carlow





MADISON *Indiana*

Board of Public Works and Safety Minutes

MEETING DATE: Monday, August 18, 2025, at 11:30 AM

MEETING PLACE: City Hall- Council Chambers

The Board of Public Works and Safety, City of Madison, Indiana, met at 11:30 AM in the Council Chamber, City Hall.

Calling of roll and notice of absentees: Eaglin, Courtney, and Carlow were present (3-0).

Approval of Minutes: Carlow requested that the approval of the meeting minutes be postponed until the next meeting, allowing time to clarify the Vine and Elm Street parking plans and revise that section of the minutes, seconded by Eaglin. All in favor, motion carried (3-0).

Claims—General/Payroll: Carlow moved to approve the general and payroll claims as submitted, seconded by Eaglin. Eaglin requested clarification on the Duke Energy bills. All in favor, motion carried (3-0).

Adjustments: None.

Unfinished Business: None.

New business:

Water Project Updates – Utilities Manager, Brian Jackson: The Water Project update included Change Order No. 4 for Division "B" with MW Cole Construction, which reflected liquidated damages in the amount of \$29,000.00.

Motion: Eaglin moved to approve Change Order #4, seconded by Carlow. All in favor, motion carried (3-0). SRF Request No. 6SRFINT, also for MW Cole Construction, was presented for the final retainage release on Water Tanks & Towers, Division "B." Request No. 14, dated July 18, 2025, totaled \$73,792.00. This amount represents the full retainage release, leaving a remaining retainage balance of \$0. Additionally, SRF Request No. 7SRFINT was submitted for Commonwealth, covering two invoices dated August 15, 2025. Invoice 64002 was in the amount of \$1,052.40, and Invoice 64003 was in the amount of \$8,314.66, for a total of \$9,367.06. The SRF disbursement request for No. 7SRFINT matches this total. **Motion:** Eaglin moved to approve SRF 6SRFINT and 7SRFINT, seconded by Carlow. All in favor, motion carried (3-0).

Resolution 2025-42B: Trinity United Methodist Church Trunk or Treat – Oct. 26, 2025: Rev. Doug Walker, on behalf of Trinity United Methodist Church, submitted a request for the temporary closure of both lanes of Broadway Street running north and south between Main Street and Third Street on Sunday, October 26, 2025, from 2:00 p.m. to 7:00 p.m. The request is in connection with the church's annual Trunk or Treat event for children. Claude Rottet, 820 Fillmore Alley, expressed concern about the cost of candy and how it might impact event participants. Rev. Doug explained that their congregation is very generous and, at times, donates candy to support the event. **Motion:** Carlow moved to approve Resolution 2025-42B, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution 2025-43B: Little Golden Fox Art in Bloom – Sept. 1, 2025: A request has been submitted by Cara Fox, on behalf of Little Golden Fox, for a temporary street closure in connection with the Art in Bloom event scheduled for Monday, September 1, 2025. Vine Street, from Main Street north to the alley behind Little Golden Fox, will be closed to traffic from 9:00 a.m. to 5:00 p.m. on that date. **Motion:** Courtney moved to approve Resolution 2025-43B, seconded by Carlow. All in favor, motion carried (3-0).

Resolution 2025-43B: Old Court Days – Sept. 25, 2025: Angela Russell, on behalf of the Pilot Club of Madison, submitted a request for street and parking closures in connection with Old Court Days, scheduled for September 25–28, 2025. The following closures are from 6:00 p.m. on Thursday, September 25, 2025, through 6:00 p.m. on Sunday, September 28, 2025 and include: Second Street from Jefferson Street to Walnut Street; the City parking lot at Jefferson and Second Street; the sidewalks and parking spaces abutting the east side of Jefferson Street from First Street north to Main Street; the sidewalks and parking spaces abutting the south side of Main Street between Jefferson Street and Walnut Street; and the parking spaces in the alley on the south side of the Courthouse. **Motion:** Courtney moved to approve Resolution 2025-44B, seconded by Eaglin. All in favor, motion carried (3-0).

Board member Carlow suggested leaving a few parking spaces open in front of the Courthouse to help accommodate traffic concerns, particularly for semis and larger vehicles traveling on Main Street.

Mayor’s Comments: The groundbreaking ceremony for the Madison-Hanover Connector Trail was held last week and was very well attended. This trail, which is part of the American Discovery Trail, will provide significant value to both Madison residents and visitors. A groundbreaking ceremony for the Main Street Road project will take place this Wednesday at 11:00 a.m. at the Broadway Fountain. Construction on Clifty Drive is nearing completion, and the work has turned out very well. The Ribberfest Festival held over the weekend was also successful. With the large number of festivals and events scheduled for this month and next, the Street Department’s traffic control devices will remain in place to simplify the setup process. In addition, a steering committee will be formed to review the new MPD Standard Operating Procedures.

Public comment: Claude Rottet, 820 Fillmore Alley, thanked the City for addressing his concerns regarding overgrown grass along the riverfront near his residence. He also suggested that volunteer groups be encouraged to walk the riverfront periodically to help remove debris from the riverbanks. Mayor Courtney stated he would share the suggestion with the Parks Department team and noted that the City already holds an annual River Sweep event during which volunteers assist with cleanup along the riverfront. He also asked whether or not businesses could get a tax incentive to remodel the spaces above them into new apartment units. This is an initiative Madison Main Street is exploring.

Next meeting: Tuesday, September 2, 2025, at 11:30 AM. **Monday, September 1, 2025, is a holiday.*

Adjourn: Carlow moved to adjourn, seconded by Eaglin. All in favor, motion carried (3-0).

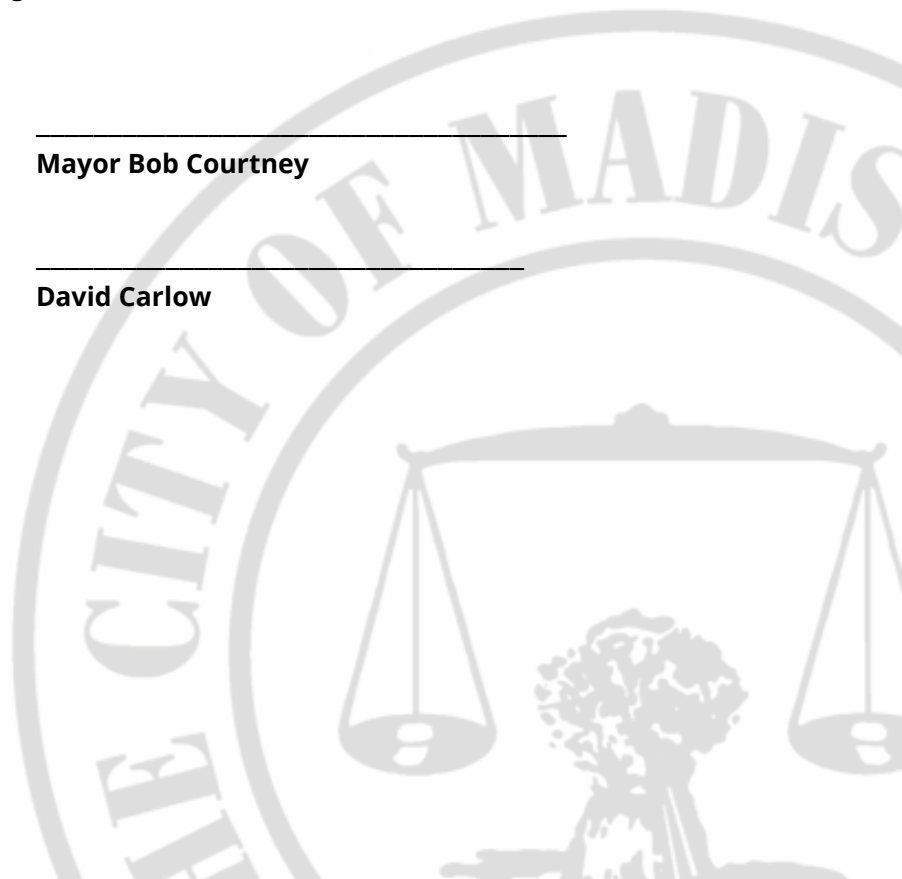
Attested:

Shirley Rynearson, Clerk-Treasurer

Karl Eaglin

Mayor Bob Courtney

David Carlow



LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2025 ("Effective Date") by and between the City of Madison, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Jacobi, Toombs and Lanz, LLC ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 2401685

Project Description: The City of Madison is updating traffic and crosswalk signals at the intersections of Main Street and Mulberry Street and Main Street and West Street. The estimated construction cost, which will be funded in part by Federal Funds, is \$605,000.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"); and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services"); and

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2026. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$122,700.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

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

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, 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. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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 Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT 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 LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Madison, Indiana
101 West Main Street
Madison, Indiana 47250

Notices to the CONSULTANT shall be sent to:

Josh Darby, P.E.
Jacobi, Toombs and Lanz, LLC
1829 East Spring Street, Suite 201
New Albany, IN 47150

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
Jacobi, Toombs and Lanz, LLC

Michael Harris

Michael Harris (Feb 28, 2025 16:31 EST)

Signature

Michael C. Harris, P.E., President

(Print or type name and title)

Attest:

Aaron Sutherland

Signature

Aaron Sutherland, P.E. Transportation
 Team Leader

(Print or type name and title)

LOCAL PUBLIC AGENCY
City of Madison, Indiana

Signature

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

- Task 1 Design Survey
- Task 2 Environmental and Historical Document Preparation
- Task 3 Signal Design
- Task 4 Utility and Railroad Coordination
- Task 5 Right-of-Way Certification
- Task 6 Design and Plan Preparation

Task 1 Design Survey

Surveyor shall survey the project limits, which consists of the intersections of Main Street and Mulberry Street and Main Street and West Street. Work includes deed research for PL/ROW resolution; field work for control, topo mapping, sanitary/storm structure measurements, low wires across intersection, utility locates (based on 811), pavement striping, building faces and features (surface outlet downspouts). [Due to the age of buildings in the project corridor, it is possible that underground vaults, cellars, tanks or other structures may exist within the survey area. We will locate visible, above ground evidence (lids, grates, access hatches) of these type facilities, but do not consider a detailed exploration of their size or limits a part of this survey]

Task 2 Environmental and Historical Document Preparation

The CONSULTANT shall perform Environmental Services as defined in the approved Engineering Assessment and any addenda to that report when directed. The work may be reviewed by one or some combination of the following: the District, Office of Environmental Services and FHWA. The work will be accomplished following all of the relevant FHWA regulations and guidance documents as well as all other pertinent and applicable federal and state requirements.

All work shall comply with all National Environmental Policy Act (NEPA) and NEPA related regulations and guidelines. The CONSULTANT shall follow the FHWA/INDOT Streamlining Process and comply with INDOT's Procedural Manual for Preparing Environmental Studies and Categorical Exclusion Manual.

The CONSULTANT shall develop the environmental analyses by coordinating with personnel responsible for the development of the project scope as well as the INDOT project manager.

If requested by the INDOT project manager, the CONSULTANT shall attend the initial field meeting to identify potentially sensitive environmental considerations as well as any other field meetings that are necessary to conclude their work.

The CONSULTANT shall be responsible for activities required to successfully complete the environmental documentation required by the NEPA and other pertinent and applicable laws and regulations. If the scope of a project changes following approval of the environmental document, the CONSULTANT may be asked to assess whether the document is still valid, and prepare additional environmental documentation if needed.

The CONSULTANT shall be responsible for notifying landowners and obtaining access as per State laws.

The CONSULTANT shall provide all necessary specialized studies required to complete the environmental document. This may include, but is not limited to, archaeological investigations, air quality modeling, traffic noise

modeling and barrier feasibility analysis, wetland delineations, stream quality analysis, endangered species studies, Section 4(f) documentation, hazardous materials investigations, environmental justice investigations, and cumulative impact studies.

The LPA and INDOT will schedule and conduct public information meetings/hearings. The CONSULTANT shall be responsible for attending and participating in the presentation of information and production of displays/materials needed for INDOT's public information meetings/hearings.

The CONSULTANT shall be responsible for scheduling CAC meetings, coordination meetings, and resource agency coordination meetings as needed. The CONSULTANT will work with the District and/or Central Office staff to address INDOT's public involvement policy.

The CONSULTANT shall act as INDOT's representative at public information meetings and public hearings.

The CONSULTANT will provide other services as directed by INDOT to complete their work.

Deliverables – The environmental document and/or other studies along with the appropriate number of copies will be transmitted to the LPA and INDOT project manager for distribution. The CONSULTANT shall provide copies of all hard-copy and electronic correspondence related to the project if specifically requested to do so by INDOT. Otherwise, the CONSULTANT shall maintain a full record of such correspondence for subsequent review by INDOT at their discretion.

Task 3 Signal Design

The CONSULTANT will design the modernization/upgrade of two signals within the project limits. The existing traffic signals at the intersections of Main Street and Mulberry Street and Main Street and West Street will both be upgraded as part of this project. Traffic Counts will be obtained utilizing Miovision Cameras and will be projected to the future year. Classifications, including pedestrians, will be obtained from these counts in order to design pedestrian clearance intervals.

Task 4 Utility and Railroad Coordination

The CONSULTANT shall perform utility coordination in accordance with the following:

1. The "New Paradigm" for utility coordination, as presented during Utility Coordinator Certification Training, including but not limited to:
 - a. "Everyone knows where everyone goes" and
 - b. "No surprises to our teammates".
2. 105 IAC 13 Utility Facility Relocations On Construction Contracts.
3. Indiana Design Manual (IDM) Chapter 104 Utility Coordination.

The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.

The CONSULTANT shall have an INDOT certified Utility Coordinator perform the following utility coordination tasks covered in IDM Chapter 104:

1. Present project reports necessary for project delivery such as status reports and risk reports.
2. Recommend work plans for approval including, narrative portion, relocation drawing, cost estimates and proof of property interests.
3. Recommend work plan addendums for approval.
4. Lead or facilitate meetings involving utility specific activities such as 'kick-off' meetings, conflict resolution meetings and reimbursement eligibility meetings.
5. Facilitate the discussion of cost estimates, reimbursement, reimbursable status or agreements with utility companies and INDOT.
6. Review and recommend approval of utility consultants and utility contractors.
7. Review and sign all required letters to utility companies.

8. Prepare and sign all required contract letting documents.
9. Conduct post letting coordination services.

At the start of the Project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting and post-letting utility coordination activities, including but not limited to the following items:

1. Obtain from the INDOT Project Manager:
 - a. The target date for the roadway to be open to traffic
 - b. The target date for utility relocations to be complete.
2. Send out the initial notice.
3. Meet face to face with utility companies to determine:
 - a. What are the utility right of way needs,
 - b. What is the basis for reimbursement for the utility facilities, if any,
 - c. What is the estimate of cost to relocate the utility facilities,
 - d. What is the utility schedule to relocate, if such is necessary
 - e. Where would the utility companies relocate their facilities, if such is necessary,
 - f. How can the highway project be designed to avoid the utilities
 - g. Do the utility companies have elevations for their facilities and is Subsurface-Utility Engineering (SUE) needed.
4. Send out the request for verification.
5. Send out the request for conflict analysis.
6. Send out the request for work plans.
7. Delivery of the utility certificate and utility special provision to the INDOT Oversight Agent and INDOT Project Manager for approval, and.
8. Date each utility will be out of conflict with the highway project.

All utility coordination services are under the direction of an INDOT Oversight Agent who coordinates with the INDOT Project Manager.

The CONSULTANT shall design the project to avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

Prior to 30% Plans, the CONSULTANT shall report in writing to the INDOT Project Manager and the INDOT Oversight Agent which utilities may be relocated and the reason they may be relocated.

The CONSULTANT shall conduct office reviews, field reviews, investigations, meetings and communications as needed for utility coordination services.

The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services.

The CONSULTANT shall provide legal notice before entering private property.

The CONSULTANT shall perform constructability reviews of the project and utility relocation work in accordance with the Constructability Manual, <http://www.in.gov/indot/2697.htm>.

The CONSULTANT shall prepare agreements for reimbursable utility relocation work and utility relocation work that will be performed by the INDOT highway construction contractor.

The CONSULTANT shall determine if utility field check(s), utility coordination meeting(s), and utility conflict resolutions meeting(s) are needed, then schedule and conduct such when needed.

When requested by INDOT, the CONSULTANT shall use subsurface utility engineering locating and designating information when investigating utility conflicts.

The CONSULTANT shall review plan sheets, cross sections, relocation work plans and schedules to verify that identified utility facility conflicts are resolved.

Before 60% design is complete, the CONSULTANT shall have a face to face meeting with utility companies to discuss the following:

1. What are the utility right of way needs,
2. What is the basis for reimbursement for the utility facilities, if any,
3. What is the estimate of cost to relocate the utility facilities,
4. What is the utility schedule to relocate if such is necessary
5. Where would the utility company relocate their facilities if such is necessary,
6. How can the highway project be designed to avoid their facilities
7. Do the utility companies have elevations for their facilities and is SUE needed.

Before 90% design is complete, the CONSULTANT shall deliver to the INDOT Oversight Agent a revised estimate of the reimbursable utility relocation costs.

Before the Ready for Contracts date, the CONSULTANT shall deliver to the INDOT Oversight Agent a work plan for each utility within the area of the project. A work plan includes narrative, drawing, cost estimate and easement documents as applicable. The work plans shall be delivered whether or not utility facility relocations are required.

The CONSULTANT shall upload the following items for all utilities within the area of the project via the INDOT ERMS Web Portal not later than 90 days prior to the contract letting:

1. Utility relocation work plan
2. Utility coordination certificate
3. Utility special provision

The CONSULTANT shall act as a liaison between utility companies and INDOT, answering questions, interpreting plans, coordinating activities, and other actions as needed.

The CONSULTANT shall show proposed sanitary sewer replacements and proposed water main replacements on the construction plans.

Task 5 Right-of-Way Certification

The CONSULTANT shall prepare and submit all necessary documentation to INDOT for Right-of-Way Certification, which certifies that the OWNER has all property or land necessary for the completion of the construction of the project. It is expected that all work will remain within the existing right-of-way and no new right-of-way acquisition will be performed as part of this project.

Task 6 Design and Plan Preparation

The CONSULTANT shall produce a full design of the intersection improvements and produce the required submittals. The final submittal shall consist of all items listed in the Final Tracings Submittal Checklist, including at a minimum revisions and responses to previous reviews, All Project Commitments Report, Contract Preparation Document Summary, Cost Estimate, Plan Set, Design Computation, Environmental Consultation Form, Quantity Calculations, Right-of-Way Certification Letter, Special Provisions Menus – Recurring and Unique, Utility Coordination Certification and Utility Relocation Plans.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT
4. Traffic assignments
5. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
6. Available data from the transportation planning process
7. Utility plans available to INDOT covering utility facilities and old highway plans available from INDOT Covering the location of signals and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
9. Aerial Survey information
10. Existing water quality data
11. All legal services as may be required for the development of the project
12. Geotechnical investigation, if applicable

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

A schedule based on the Letting Date for this project will be provided after the kickoff meeting.

APPENDIX "D"**COMPENSATION:****A. AMOUNT OF PAYMENT**

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total fee not to exceed **\$122,700.00**, unless a modification of the Contract is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under Tasks 1 through 6 of Appendix "A" of this Contract on a lump sum basis in accordance with the following schedule:

<u>Task</u>		
1.	Design Survey	\$ 15,000.00
2.	Environmental and Historical Document Preparation	\$ 45,900.00
3.	Signal Design	\$ 22,800.00
4.	Utility and Railroad Coordination	\$ 7,500.00
5.	Right-of-Way Certification	\$ 6,500.00
6.	Design and Plan Preparation	<u>\$ 25,000.00</u>
TOTAL		\$ 122,700.00

B. METHOD OF PAYMENT

1. The CONSULTANT may submit a maximum of one (1) invoice per calendar month for work covered under this Contract. The invoice shall be submitted to the LPA. The invoice shall represent the value, to the LPA, of the partially completed work as of the date of the invoice. The CONSULTANT shall attach a summary of tasks completed during the invoice period with the invoice.
2. The LPA, for and in consideration of the rendering of the engineering services provided for in Tasks 1 through 6 of Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payment made to the CONSULTANT.
3. In the event of a substantial change in the scope, character or complexity of the work on the Project, the maximum fee payable and the specified fee shall be adjusted in accordance with, Section VI, Item 6, Changes in Work, of the General Provisions, set out in the Contract.

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Created:	2025-02-28
By:	Aaron Sutherland (a.sutherland@jtleng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALV8Ahs6nEOA0_S98E30QbPslG9b8Tf6m

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Document created by Aaron Sutherland (a.sutherland@jtleng.com)

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2025-02-28 - 9:29:51 PM GMT



Email viewed by Michael Harris (m.harris@jtleng.com)

2025-02-28 - 9:29:57 PM GMT



Email viewed by Aaron Sutherland (a.sutherland@jtleng.com)

2025-02-28 - 9:29:57 PM GMT



Document e-signed by Aaron Sutherland (a.sutherland@jtleng.com)

Signature Date: 2025-02-28 - 9:30:41 PM GMT - Time Source: server



Document e-signed by Michael Harris (m.harris@jtleng.com)

Signature Date: 2025-02-28 - 9:31:15 PM GMT - Time Source: server



Agreement completed.

2025-02-28 - 9:31:15 PM GMT



RESOLUTION 2025-28B

Amended date from June 14 to September 7

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING A STREET CLOSING FOR THE
MADISON REGATTA BALLOON GLOW**

WHEREAS, there has been a request filed by Kim Washer on behalf of the Madison Regatta, Inc. and the Riverboat Inn for a street closing for said organizations in connection with their Madison Regatta Balloon Glow to be held on Sunday, September 7, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that Vaughn Drive from the east side of the Madison/Milton Bridge to Ferry Street shall be closed from 4:00 p.m. to 10:00 p.m. on Sunday, September 7, 2025.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said street as closed shall be under the supervision and control of the Madison Regatta, Inc. and the Riverboat Inn at the time noted above for the year 2025.

ADOPTED this 2nd day of September 2025.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Shirley Rynearson, Clerk-Treasurer

AMENDED RESOLUTION 2025-36B

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF MADISON, INDIANA REGARDING STREET AND
VACANT LOT CLOSINGS FOR THE
2025 UNBROKEN CIRCLE MUSIC FESTIVAL**

WHEREAS, there has been a request filed by Brent Turner on behalf of the Unbroken Circle Music Festival Committee for street and vacant lot closings in connection with the Unbroken Circle Music Festival to be held Thursday, September 4, 2025, through Saturday, September 6, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the following streets and vacant lot shall be closed from Monday, September 1, 2025, at 8:00 a.m. through Monday, September 8, 2025, at 12:00 p.m.:

1. Vaughn Drive from the east side of Mill Street to the west side of Jefferson Street;
2. Vine Street south of the Visit Madison parking lot to Vaughn Drive;
3. Elm Street south from First Street to Vaughn Drive;
4. Broadway south from the Brown Gym to Vaughn Drive;
5. Poplar Street south from First Street to Vaughn Drive;
6. Central Avenue south from First Street to Vaughn Drive (homeowners shall have access);
7. West Street from First Street south to Vaughn Drive (this will be used as a Chicane area for emergency vehicles);
8. First Street between West Street and the First Street entrance to Heritage Apartments; and
9. The City's vacant lot located at the corner of Jefferson Street and Vaughn Drive.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said streets and vacant lot as closed shall be under the supervision and control of the Unbroken Circle Music Festival Committee at the times noted above for the year 2025.

ADOPTED this 2nd day of September, 2025.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Shirley Rynearson, Clerk-Treasurer



MADISON

Indiana
Planning, Preservation and Design

101 W Main St
Madison, IN 47250
(812) 265-8324

PACE Total Approval

Kim Stone has been approved by the Board of Public Works to receive a PACE grant for \$ 7500
(amount) for the project at 523 Jefferson St. (address)

Brenna R. Hally
Signature (PACE Program Staff)

5/19/25
Date

Bob C. Currey
Signature (Mayor)

5-19-25
Date

David Carlow
Signature (Board of Public Works and Safety)

5-19-25
Date

Paul E. Egan
Signature (Board of Public Works and Safety)

5-19-25
Date

PACE Midpoint Check

I, _____ (Print Name), received a check for _____ (amount) from the PACE grant for the project at _____ (project address).

Signature (Applicant)

Date

Signature (PACE Program Staff)

Date

Signature (Mayor)

Date

Signature (Board of Public Works and Safety)

Date

Signature (Board of Public Works and Safety)

Date

PACE Final Check

I, Kim Stone (Print Name), received a check for \$7500 (amount) from the PACE grant for the project at 523 Jefferson St. (project address).

Signature (Applicant)

Date

Signature (PACE Program Staff)

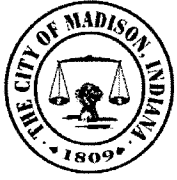
Date

Signature (Mayor)

Date

Signature (Board of Public Works and Safety)

Date



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Signature (Board of Public Works and Safety)

Date



MADISON

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P.A.C.E. Preservation & Community Enhancement Grant Program Final Report

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all paid invoices and receipts must also be submitted. If a Midpoint Report was submitted, only paid invoices and receipts after that report are required to be submitted with this form.

APPLICANT INFORMATION

Date: 8-22-2025
Property Owner Name: Kim Stone
Mailing Street Address: 523 Jefferson St
City: Madison State: Ind Zip: 47250
Phone (Preferred): (812) 701-7571 Phone (Alternate): _____
Email: KimStone⁷¹⁵@gmail.com

PROJECT INFORMATION

Street Address: 523 Jefferson St Madison Ind 47250
Total Cost of Project (include all costs to complete the entire project): 15,200
Estimated Date of Completion of Work: 8-22-2025
☐ Hilltop ☒ Downtown

GRANT INFORMATION

☒ Rehabilitation (Downtown) Grant ☐ Curb Appeal (Hilltop) Grant ☐ Dilapidated Structures Grant ☐ Dangerous Buildings Grant
Total Amount of Grant Awarded (can be obtained from the office): \$7500
Was a midpoint report submitted for this project? ☐ Yes ☒ No

DESCRIPTION OF THE PROJECT

Please describe the project elements that have been completed. If a midpoint report was submitted, only include the list of project elements completed since that report was submitted.

Repainted exterior, reglazed windows + painted, replaced gutters, repaired soffits + gutter boards, repaired + tuckpointed rock wall

☐ Additional pages are attached.



DETAILED PROJECT BUDGET WORKSHEET

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

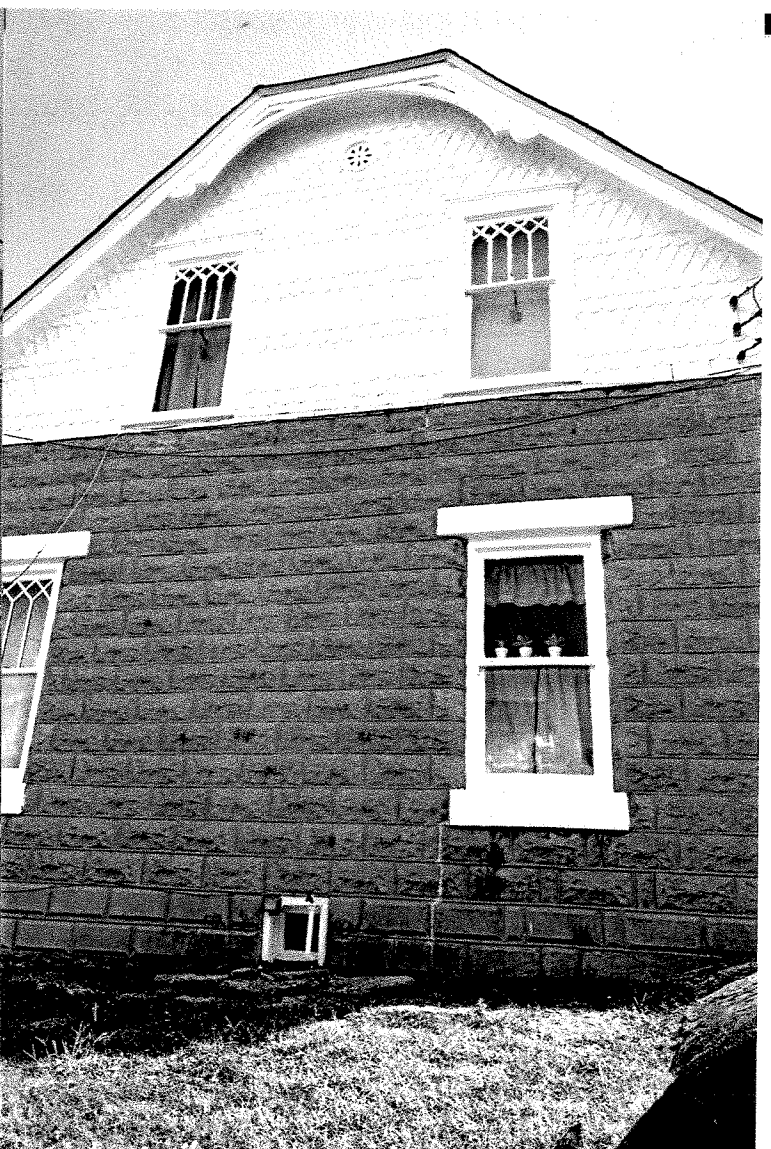
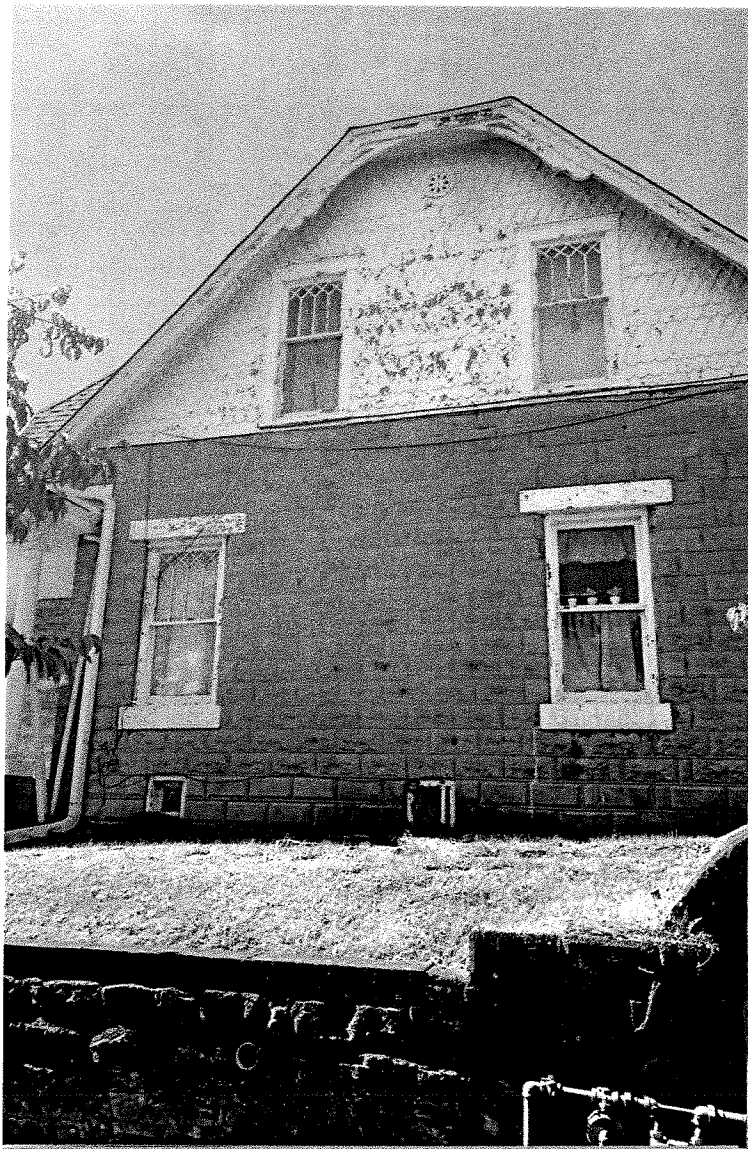
Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Cost	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Sofit		
2	gutter board		
3	Scrape and Paint Siding		
4	Scrape and re chalk Windows		
5	Paint Windows		
6	repair two windows		
7	repair and tuck Point rock wall		
8	fix leak on roof		
9	replace two gutters		
10	paint, Supplies, labor		
11			
12			
	Totals	15,200	

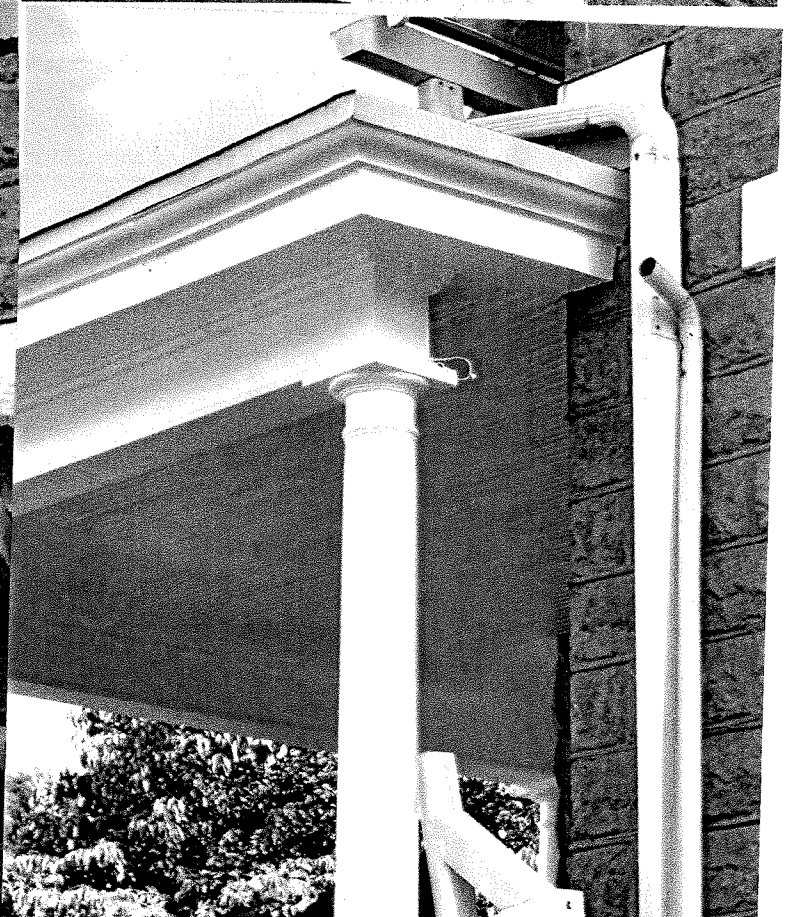
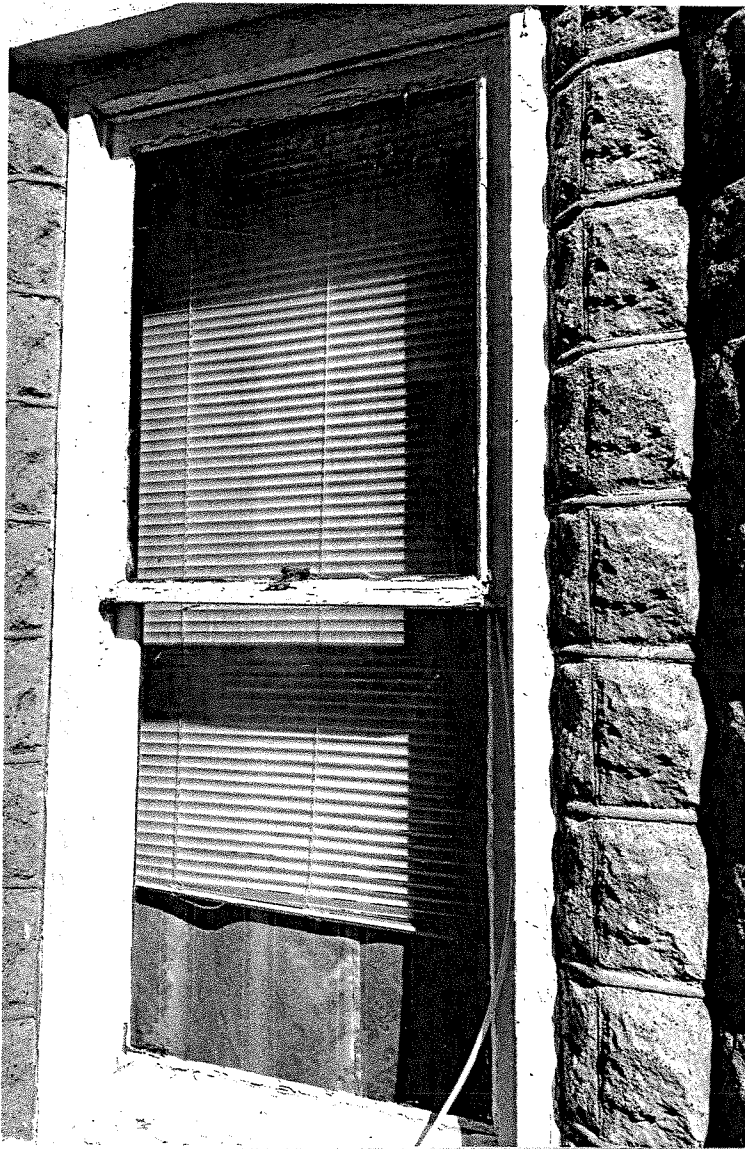
☐ Additional pages are attached.

I certify that the project was completed and that all required documents are included in my final report packet.

Kim Stone
Applicant(s) Signature

8-22-2025
Date







PACE Total Approval

I, Addie Davis has been approved by the Board of Public Works to receive a PACE grant for \$ 7500.00 (amount) for the project at 311 East St. (project address)

Brunna R. Hally 3-17-25
Signature (PACE Program Staff) Date

Bob Curran 3-17-25
Signature (Mayor) Date

David Carlson 3-17-2025
Signature (Board of Public Works and Safety) Date

Karl Esch 3-17-25
Signature (Board of Public Works and Safety) Date

PACE Midpoint BPW Approval and Check

I, Addie Davis, received a check for \$ 7500 (amount) from the PACE grant for the project at 311 East St. (project address).

Signature (Applicant) Date

Signature (PACE Program Staff) Date

Signature (Mayor) Date

Signature (Board of Public Works and Safety) Date

Signature (Board of Public Works and Safety) Date

PACE Final BPW Approval and Check

I, _____ received a check for \$ _____ (amount) from the PACE grant for the project at _____ (project address).

Signature (Applicant) Date

Signature (PACE Program Staff) Date

Signature (Mayor) Date

Signature (Board of Public Works and Safety) Date

Signature (Board of Public Works and Safety) Date



MADISON

Indiana
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(812) 265-8324

P.A.C.E.

Preservation & Community Enhancement Grant Program Midpoint Report

Purpose: Application is hereby made to request 50% of the funding from the PACE Program. Forms must be accompanied by at least two photos showing the progress and one photo of the front of the building. Copies of all paid invoices and receipts must also be submitted.

APPLICANT INFORMATION

Date: 08/11/15

Property Owner Name: Addie Davis

Mailing Street Address: 311 East Street

City: Madison

State: IN Zip: 47250

Phone (Preferred): 812-801-6537

Phone (Alternate): _____

Email: addiedavis@outlook.com

PROJECT INFORMATION

Street Address: 311 East Street

Total Cost of Project (include all costs to complete the entire project): \$24,850

Estimated Date of Completion of Work so Far: 08/01/25

☒ Hilltop

☐ Downtown

GRANT INFORMATION

☐ Rehabilitation
(Downtown) Grant

☐ Curb Appeal
(Hilltop) Grant

☐ Dilapidated
Structures Grant

☐ Dangerous
Buildings Grant

Total Amount of Grant Awarded (can be obtained from the office): \$7500

DESCRIPTION OF THE PROJECT

Please describe the project elements that have been completed so far.

Replace Front Entrance Door and Street Facing Windows

☐ Additional pages are attached.



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(812) 265-8324

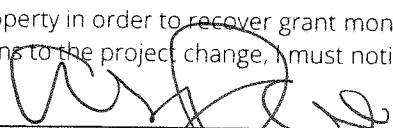
DETAILED PROJECT BUDGET WORKSHEET

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor.

Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Cost	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	(8) Insulated glass units w/tax	2243	
2	glass unit misc w/tax	254	
3	Labor to install glass units	615	
4	Provia front entry door w/tax	4245	
5	entry door misc w/tax	254	
6	Labor to install Entry door	950	
7	(3) SUN Windows w/tax	4342	
8	Window misc	418	
9	Labor to install windows	1200	
10			
11			
12			
	Totals		

☐ Additional pages are attached.

I understand that the grant funds must be used only for the project described in this application. The work must be completed within twelve (12) months of the date that the grant is awarded or as approved by the Board of Works and Safety. If a project is not completed the recipient(s) may request an extension to the City of Madison Board of Works and Safety. I understand that a failure to complete any project may result in the City of Madison placing a lien on the property in order to recover grant monies in the amount of monies received by Recipient(s). I understand that if any plans to the project change, I must notify the P.A.C.E. Grant Program Staff.


Applicant(s) Signature

8/28/25
Date

As of 09/2024

GLASS UNLIMITED

807 Lanier Drive
Madison, IN 47250
+18122733622
sales@guimadison.com

INVOICE

Bill To
Addie Armstrong Davis
311 East St
Madison, In 47250

Ship To
Addie Armstrong Davis
311 East St
Madison, In 47250

INVOICE	25-213 A
DATE	05/15/2025
TERMS	Due on receipt
DUE DATE	05/15/2025

Job Number
25-213

DESCRIPTION

Materials and labor to install:

(8) clear glass insulated units in customers existing window sashes
(3) SUN USA Clad Architectural double hung windows. Black exterior / white interior. (1) 1" colonial vertical grid. Sun Advantage 366 glass. Bottom sashes to be tempered. Full flex screen. Exterior to be wrapped in black aluminum trim coil.
(1) Provia Signet Single Entry Fiberglass door. Black exterior / snow mist white interior. Left hand inswing. ComforTech DC clear glass. Satin nickel hardware. Exterior to be wrapped in black aluminum trim coil.

50% of Total Value Due

Total Price for your business:

Subtotal	5,538.27
Tax	0.00
TOTAL	5,538.27
PAID TO DATE	5,538.27
AMOUNT DUE	\$0.00
	PAID

Estimate Summary

Estimate 25-213	13,935.76
Invoice 25-213 F	8,982.49
This invoice 25-213 A	\$0.00
Total invoiced	14,520.76

GLASS UNLIMITED

807 Lanier Drive
Madison, IN 47250
+18122733622
sales@guimadison.com

INVOICE

Customer
Addie Armstrong Davis
311 East St
Madison, In 47250

Customer
Addie Armstrong Davis
311 East St
Madison, In 47250

Job # 25-213 F
Date 07/30/2025
Due on receipt
07/30/2025

Job # 25-213 F
25-213

DESCRIPTION

Materials and labor to install:

- (8) clear glass insulated units in customers existing window sashes
- (3) SUN USA Clad Architectural double hung windows. Black exterior / white interior. (1) 1" colonial vertical grid. Sun Advantage 366 glass. Bottom sashes to be tempered. Full flex screen. Exterior to be wrapped in black aluminum trim coil.
- (1) Provia Signet Single Entry Fiberglass door. Black exterior / snow mist white interior. Left hand inswing. ComforTech DC clear glass. Satin nickel hardware. Exterior to be wrapped in black aluminum trim coil.

Additional Labor and Material charge for rotted wood = \$585

Original estimate value	8,219.31
75%	763.18
25%	8,982.49
25%	8,982.49
PAID	\$0.00
	PAID

Estimate Summary

Estimate 25-213	13,935.76
Invoice 25-213 A	5,538.27
This invoice 25-213 F	\$0.00
Total invoiced	14,520.76







