

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN COMMON COUNCIL

Please type or print

Date Submitted:	January 3, 2025	Meeting Date:	January 6, 2025
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual:			
		Dept. of Planning & Engineering	
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request approval of Joint Use & Maintenance Agreement (JUMA) with INDOT for the US 31 Project			
List Supporting Documentation Provided:			
JUMA			
Who will present the request?			
Name:	Mark Richards	Telephone:	317-736-3631

The Franklin City Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday before the meeting.

JOINT USE AND MAINTENANCE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF FRANKLIN
Concerning
MULTI-USE PATHS AND ENHANCEMENTS ALONG US 31

This Joint Use and Maintenance Agreement (“**Agreement**”) is made by and between the Indiana Department of Transportation (hereinafter referred to as “**INDOT**”), and the City of Franklin, Indiana, hereinafter referred to as “**City**”), collectively referred to as the “**Parties**”, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, INDOT has a project under Agreement R-41481 (Des #24001078) for certain improvements along US 31 in Franklin, Indiana (hereinafter referred to as the “**Project**”); and

WHEREAS, on March 20, 2020, the Parties entered into an Interlocal Cooperative Agreement and a subsequent amendment under SCM 40785, Des #1800082 (hereinafter referred to as the “**ILA**”), for the funding, design, construction and reconstruction of the improvements, which include the installation of multi-use paths (“**Paths**”) and various aesthetics, including but not limited to, pedestrian handrails (panels and posts), landscaping, which may include grass, bushes, or trees, decorative lighting and poles, crosswalks, and two gateway monuments, from 900 feet south of S. Main Street to 430 feet north of Israel Lane on US 31 in the City (the “**Enhancements**”), as shown in more detail in **Exhibit A**, attached and incorporated herein; and

WHEREAS, the Parties desire to delineate responsibilities for the maintenance of the Paths and Enhancements, and all associated costs; and

WHEREAS, the City shall be solely responsible for the maintenance and repairs of the Paths and Enhancements, and all associated costs; and

WHEREAS, the maintenance will occur within the state-owned or controlled right-of-way (“**ROW**”), under the jurisdiction of INDOT, as shown in **Exhibit A**; and

WHEREAS, it is of mutual interest for the Parties to cooperate in providing highway safety and beautification improvements for pedestrians and the motoring public;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties agree as follows:

I. PURPOSE AND TERM

1.1. Recitals. The Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

1.2. Purpose. The purpose of this Agreement is to delineate the costs and responsibilities for the maintenance, operation, modifications, repairs, and removal of the Paths and Enhancements.

1.3. Term. This Agreement shall become effective as of the date approved as to form and legality by the Attorney General of Indiana, or an authorized representative, and be for a term of twenty (25 years). This Agreement is subject to renewal upon the same terms for one renewal period of twenty-five (25) years.

ARTICLE II. CITY'S RESPONSIBILITIES

2.1. Financial Responsibilities. Under the ILA, the City is responsible for its 20% contribution in the amount of **\$1,195,500.00** toward the construction and installation of the Paths and Enhancements. In addition, the City shall be solely responsible for all associated costs concerning the maintenance, modifications, repairs, improvements, and removal of the Paths and Enhancements and their infrastructure. The City shall also be responsible for all costs of utilities serving the Paths and Enhancements, now or in the future. To the extent permitted by law, the City shall indemnify and hold INDOT harmless for any claims arising out of the Paths and Enhancements and their infrastructure within the ROW. This is in addition to representations provided under Section 4.22 of this Agreement. This section of this Agreement shall survive termination of this Agreement.

2.2. Project Responsibilities. The City shall comply with all terms and conditions of this Agreement. The City understands and agrees that INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of US 31. The City shall not erect any signs, sculptures, or structures within the ROW without the prior written approval of INDOT.

2.3. Maintenance Responsibilities. The City shall perform, or cause to be performed, all maintenance, modifications, repairs, improvements, and removal of the Paths, Enhancements and their infrastructure, in accordance with all applicable federal and state laws as well as INDOT and FHWA standards and good engineering practices as set forth in the following: (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, (3) the Americans with Disabilities Act of 1990, (4) I.C. 36, and (5) the policies and procedures promulgated by INDOT and FHWA relative to the Agreement. The City shall comply with all terms and conditions of its permits. The City shall undertake maintenance of the Paths and Enhancements and their infrastructure to ensure the safety of pedestrians and the motoring public.

The City understands and agrees that if the Paths and Enhancements and/or their infrastructure are damaged or need to be replaced, it is the City's responsibility to repair or replace the Paths

and Enhancements and/or their infrastructure within ninety (90) days. If the City has not repaired or replaced the Paths and Enhancements and/or their infrastructure within ninety (90) days and INDOT deems it necessary that the Paths and Enhancements and/or their infrastructure be repaired or replaced, INDOT will remove the damaged Paths and Enhancements and/or their infrastructure at the City's expense. Maintenance activities performed on any of the Paths and Enhancements and their infrastructure shall not create any adverse impact or interfere with the safety and travel of pedestrians or the motoring public.

2.3.1. Future maintenance:

- A. The City shall perform, or cause to be performed, all necessary routine maintenance for the Paths and Enhancements and their infrastructure. This will include but not be limited to the regular maintenance and repair of drainage, curbs, curb ramps, landscaping, pedestrian handrails, decorative lighting and poles, gateway monuments and their foundations, and the painting of poles and crosswalks, as depicted in Exhibit A.
- B. Landscaping. Regular maintenance shall include mowing the grass in the ROW, trimming any tree limbs/bushes that overhang into the ROW, trash removal, and the removal of noxious weeds or undesirable plants, at least six (6) times per year. The City shall remove litter prior to mowing.
- C. Decorative lighting. The City understands and agrees if any of the Decorative Lighting poles are damaged or need to be replaced, it is the City's responsibility to replace the pole within thirty (30) days. If the City has not replaced the pole within thirty (30) days and INDOT deems it necessary the pole be replaced, INDOT will replace the damaged pole with one of its standard poles. Should the City wish to replace INDOT's standard pole, the City shall apply for a Right-of-Way permit as indicated in Section 2.4.
- D. The City shall be responsible to plan out maintenance activities performed within the ROW. In accordance with Section 2.3 of this Agreement, the City shall notify the Seymour District Permit Manager ("Permit Manager") thirty (30) days prior to commencement of any maintenance activities within the ROW, identifying the types of maintenance activities to be completed and an estimated schedule of when these activities will occur. The plan shall include a Maintenance of Traffic ("MOT") plan if such activities will require lane closures or traffic restrictions on US 31. The Permit Manager shall promptly notify the City of any concerns or deficiencies in the plan.
- E. When performing work required hereunder, the City shall at all times adhere to the traffic control measures found in the most recent version of the Manual on Uniform Traffic Control Devices, as then-currently adopted by INDOT.

2.3.2. Modifications. The City shall not erect any signs, sculptures, or structures within the ROW, outside of those covered by this Agreement, without the prior approval of

INDOT. If after the initial construction and acceptance of the Paths and Enhancements, the City wishes to install additional improvements within the ROW, prior to installation, the City shall apply for a permit, submit a design plan to the Permit Manager for review and approval, and enter into an amendment to this Agreement.

2.3.3. Removal of Paths and Enhancements.

- A. Upon termination of the Agreement, pursuant to Section 1.3, the City may be required to remove the Paths and Enhancements and/or their infrastructure upon INDOT's request. Failure to remove the Paths and Enhancements and/or their infrastructure may result in INDOT removing the Paths and Enhancements and billing the City for the costs of removal.
- B. If INDOT determines, in its sole reasonable discretion, that the City is not adequately maintaining the Paths and Enhancements and/or their infrastructure, or for any other justified reason (i.e., safety concerns for the motoring public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the City to remove or modify the Paths and Enhancements and/or their infrastructure at the City's expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public), INDOT will provide ninety (90) days written notice to the City that the Paths and Enhancements and/or their infrastructure must be removed or modified. If the Paths and Enhancements and/or their infrastructure are not removed or modified to INDOT's satisfaction within ninety (90) days of issuance of notice under this section, INDOT may remove the Paths and Enhancements and/or their infrastructure and bill the City for the costs of removal.
- C. The City understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the Paths and Enhancements and/or their infrastructure for any reason.

2.4. Use of State Right-of-Way.

2.4.1. Subject to the terms and conditions of this Agreement, INDOT grants permission to the City, its employees, and its contractors to enter upon ROW for the sole and exclusive purposes of installing, inspecting, maintaining, operating, and repairing the Sidewalks and Decorative Lighting. The City must apply for a ROW permit for all activities within the ROW, including maintenance and repair. The City shall not enter upon the ROW until the City has received written approval via a permit from INDOT, which shall not be unreasonably withheld, to enter upon the ROW. INDOT shall only be required to approve the City's request to enter upon ROW if the City's request is consistent with all applicable federal and state laws and this Agreement. The City shall notify INDOT of its intent to enter

ROW a minimum of five (5) business days before commencing work for approved activities as specified within this Agreement.

2.4.2. Any use of the ROW permitted by this Agreement remains secondary to the interest of INDOT to use the ROW for highway or other transportation purposes. The City agrees that it shall surrender the ROW upon which the Paths and Enhancements and/or their infrastructure are located, whether in part or in its entirety, if, in INDOT's discretion, the ROW or any portion thereof, is required for future expansion, modification, or maintenance of US 31. The City understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the Paths and Enhancements and/or their infrastructure for any reason. Except in cases of emergency (i.e., eminent threat of harm to the traveling public), INDOT will provide one hundred twenty (120) days written notice to the City that the Paths and Enhancements and/or their infrastructure must be removed or modified. If the Paths and Enhancements and/or their infrastructure are not removed or modified to INDOT's satisfaction within one hundred twenty (120) days of issuance of notice under this Section, INDOT may remove the Paths and/or Enhancements and/or their infrastructure and bill the City for costs of removal.

2.4.3. The Parties understand that this Agreement does not: (1) grant any interest or other rights in the land, either temporarily or permanently; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for highway purposes in the future.

ARTICLE III. INDOT'S RESPONSIBILITIES

- 3.1. Financial Responsibilities.** Under no circumstances shall INDOT be responsible for any costs associated with the maintenance, operation, regulation, improvements, or removal of the Paths and Enhancements and/or their infrastructure. INDOT shall not be responsible for the costs of any fees for utility services serving the Paths and or Enhancements and/or their infrastructures, now or in the future.
- 3.2. Project Responsibilities.** INDOT shall have approval authority for the City's maintenance plans for the Paths and Enhancements and their infrastructure to be installed within the ROW. Such review and approval shall be completed in a reasonable period of time. INDOT shall promptly notify the City in the event that changes are required. INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of US 31. Under no circumstances shall INDOT be responsible for any work associated with the maintenance, modifications, improvements, or removal of the Paths and Enhancements and their infrastructure.
- 3.3. Future Maintenance.** INDOT shall have no maintenance responsibilities regarding the Paths and Enhancements and/or their infrastructure. In the event the City fails to timely complete any necessary repairs or maintenance to the Paths and Enhancements and/or their infrastructure, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs or maintenance of the Paths and Enhancements and/or their

infrastructure and invoice the City for the total cost of the repairs or maintenance. The City shall pay each invoice within thirty (30) days of issuance of the invoice. If INDOT or its contractors damage the Paths and Enhancements and their infrastructure during maintenance or repair activities that fall under this section, INDOT has no responsibility to repair or to compensate the City for the cost of repairs.

ARTICLE IV. GENERAL PROVISIONS

4.1. Access to Records. The City shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The City agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the City in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. Assignment; Successors. [OMITTED – NOT APPLICABLE.]

4.3. Assignment of Antitrust Claims. As part of the consideration for this Agreement, the City assigns to the State all right, title and interest in and to any claims the City now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

4.4. Audits. The City acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

4.5. Authority to Bind the City. The signatory for the City represents that he/she has been duly authorized to execute this Agreement on behalf of the City and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the City when his/her signature is affixed and accepted by the State.

4.6. Certification for Federal-Aid Contracts Lobbying Activities. The City certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the City has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the City, 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 agreements, 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 agreement, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The City also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including 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.

4.7. Changes in Work. The City shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

4.8. Compliance with Laws.

- A. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the City to determine whether the provisions of this Agreement require formal modification.
- B. The City and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the City has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the City shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the City or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the City. In addition, the City may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The City certifies by entering into this Agreement that neither it nor its principals are presently in arrears in payment of taxes, permit fees or other statutory regulatory, or judicially required payments to the State of Indiana. The City agrees that any payments currently due to the State of Indiana may be withheld from payments due to the City. Additionally, further work or payments may be withheld, delayed, or denied and/or this

Agreement suspended until the City is current in its payments and has submitted proof of such payment to the State.

- D. The City warrants that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, the City agrees that INDOT may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the City's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the City, the City may request that it be allowed to continue, or receive work, without delay. The City must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The City warrants that the City and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
- G. The City affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The City and any principals of the City certify that:
 - (A) the City, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the City will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
 - 2. The City and any principals of the City certify that an affiliate or principal of the City and any agent acting on behalf of the City or on behalf of an affiliate or principal of the City, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. Condition of Payment. [OMITTED – NOT APPLICABLE.]

4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE.]

4.11. Continuity of Services. [OMITTED – NOT APPLICABLE.]

4.12. Debarment and Suspension.

A. The City certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the City.

B. The City certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The City shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT’s request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

4.13. Default by State. [OMITTED – NOT APPLICABLE.]

4.14. Disputes. [OMITTED – NOT APPLICABLE.]

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the City's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C. (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C. (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.

4.16. Employment Eligibility Verification. As required by IC §22-5-1.7, the City swears or affirms under the penalties of perjury that the City does not knowingly employ an unauthorized alien. The City further agrees that:

- A. The City 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 City is not required to participate should the E-Verify program cease to exist. Additionally, the City is not required to participate if the City is self-employed and does not employ any employees.
- B. The City shall not knowingly employ or contract with an unauthorized alien. The City shall not retain an employee or contract with a person that the City subsequently learns is an unauthorized alien.

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

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

4.17. Employment Option. [OMITTED – NOT APPLICABLE.]

4.18. Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.19. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

4.22. Indemnification. The City agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the City, including any claims arising out of any law, ordinance, order or decree. INDOT shall not provide indemnification to the City. The City agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the City shall default under the provisions of this Section.

4.23. Independent Entity; Workers' Compensation Insurance. The City is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. 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, employees, or subcontractors of the other party. The City shall provide all necessary unemployment and workers' compensation insurance for the City's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

4.24. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]

4.25 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

4.26. Insurance. [OMITTED – NOT APPLICABLE.]

4.27. Key Person(s). [OMITTED – NOT APPLICABLE.]

4.28. Licensing Standards. [OMITTED – NOT APPLICABLE.]

4.29. Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by the necessary parties.

4.30. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

4.31. Non-Discrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the City covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The City certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the City or any subcontractor.

- B. INDOT is a recipient of federal funds, and therefore, where applicable, the City and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The City agrees that if the City employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the City will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The City complies 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 Agreement.

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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the City, for itself, its assignees, and successors in interest (hereinafter referred to as the "the City") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The City shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The City 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses furnish this information, the City shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the City under the Agreement until the City complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The City shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The City shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the City may request the United States of America to enter into such litigation to protect the interests of the United States of America

4.32. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:
Nicole Carter

Seymour Senior Project Manager
185 Agrico Lane
Seymour, IN 47274
Cell Phone: 812-524-3970
Email: ncarter@indot.in.gov

With Copy To:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Email: kshelby@indot.in.gov

B. For the City:

Mark A. Richards, PE
City Engineer, City of Franklin
70 E Monroe Street
Franklin, IN 46131
Phone: 877-736-3631 Ext. 1260
Email: mrichards@franklin.in.gov

4.33. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

4.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

4.35. Payments. [OMITTED – NOT APPLICABLE.]

4.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1. Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.37. Progress Reports. [OMITTED – NOT APPLICABLE.]

4.38. Prohibited Telecommunications and Video Surveillance Equipment and Services. [OMITTED – NOT APPLICABLE.]

4.39. Public Record. The City acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.40. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

4.41. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

4.42. Status of Claims. The City shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the City resulting from services performed under this Agreement.

4.43. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the City or its contractors as a result of this Agreement.

4.45. Termination for Convenience. This Agreement may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the City of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The City shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The City shall be compensated for services herein provided but in no case shall total payment made to the City exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

4.46. Termination for Default. [OMITTED – NOT APPLICABLE.]

4.47. Travel. [OMITTED – NOT APPLICABLE.]

4.48. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the City shall be and remain liable to the State in accordance

with applicable law for all damages to the State caused by the City's negligent performance of any of the services furnished under this Agreement.

4.49. Work Standards. [OMITTED – NOT APPLICABLE.]

4.50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2024 SCM Template*) in any way except as follows: Not applicable, several changes made in part due to federal compliance needs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF FRANKLIN, INDIANA

By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin, Member

Kenneth Austin, Member

Tina Gross, Member

Tina Gross, Member

Attest:

Jan Jones, Clerk Treasurer

CITY OF FRANKLIN, INDIANA

By its Common Council:

Voting Affirmative:

Kenneth Austin

Jennifer Price

Josh Prine

Anne McGuinness

Irene Nalley

Shawn Taylor

Todd Shuck

Attest:

Jan Jones, City Clerk Treasurer

Voting Opposed:

Kenneth Austin

Jennifer Price

Josh Prine

Anne McGuinness

Irene Nally

Shawn Taylor

Todd Shuck

STATE OF INDIANA
Indiana Department of Transportation

Executed By:

_____(FOR)
Michael Smith
Commissioner

Date: _____

APPROVALS

[State approvals are electronic – see attached confirmation page.]

STATE OF INDIANA
Budget Agency

By: (FOR)
Joseph M. Habig, Acting State Budget Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Dr. Rebecca Holwerda, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita
Attorney General

Date:

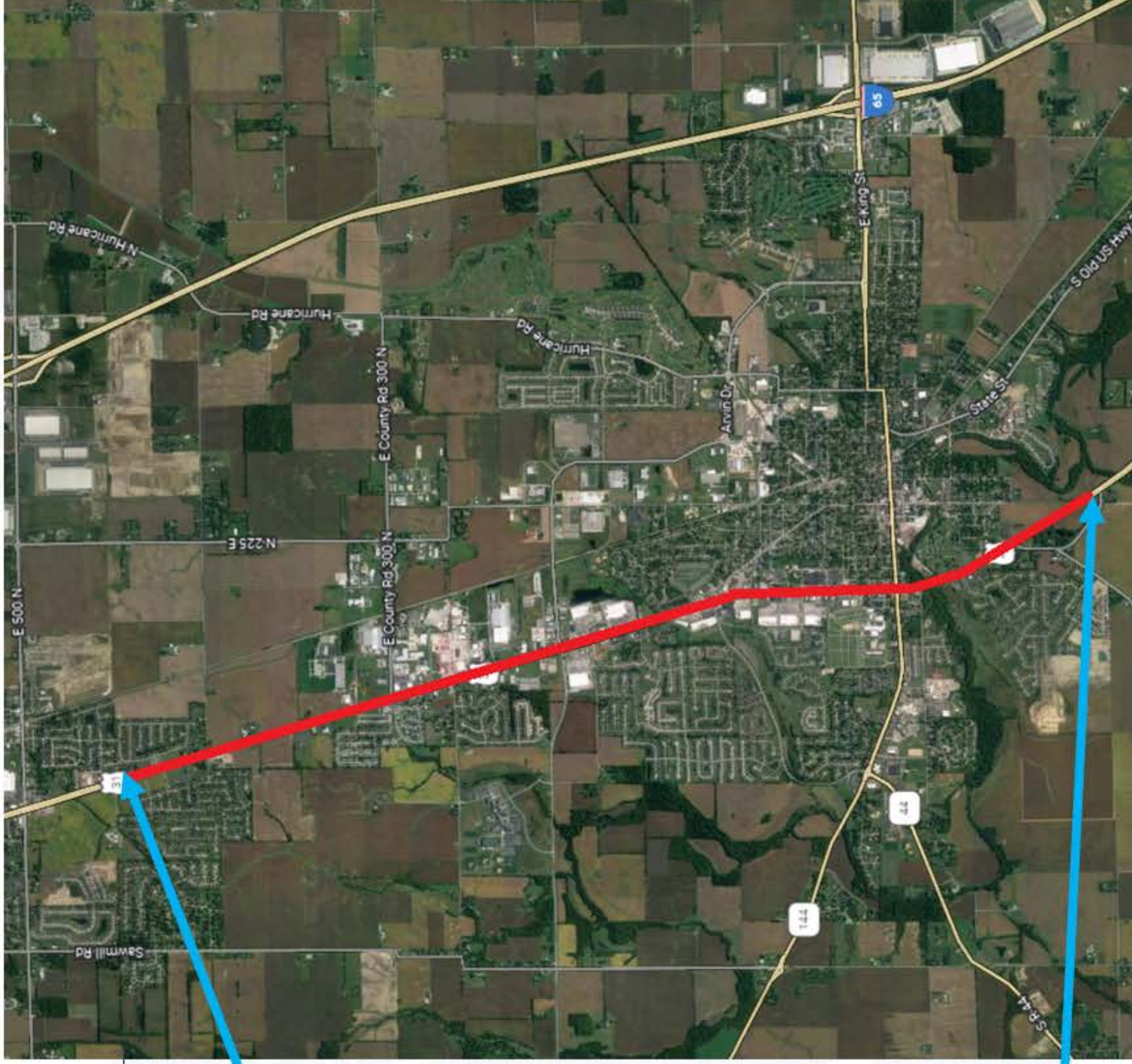
Prepared by: Chris Devlin, Attorney Number 29221-49
Indiana Department of Transportation

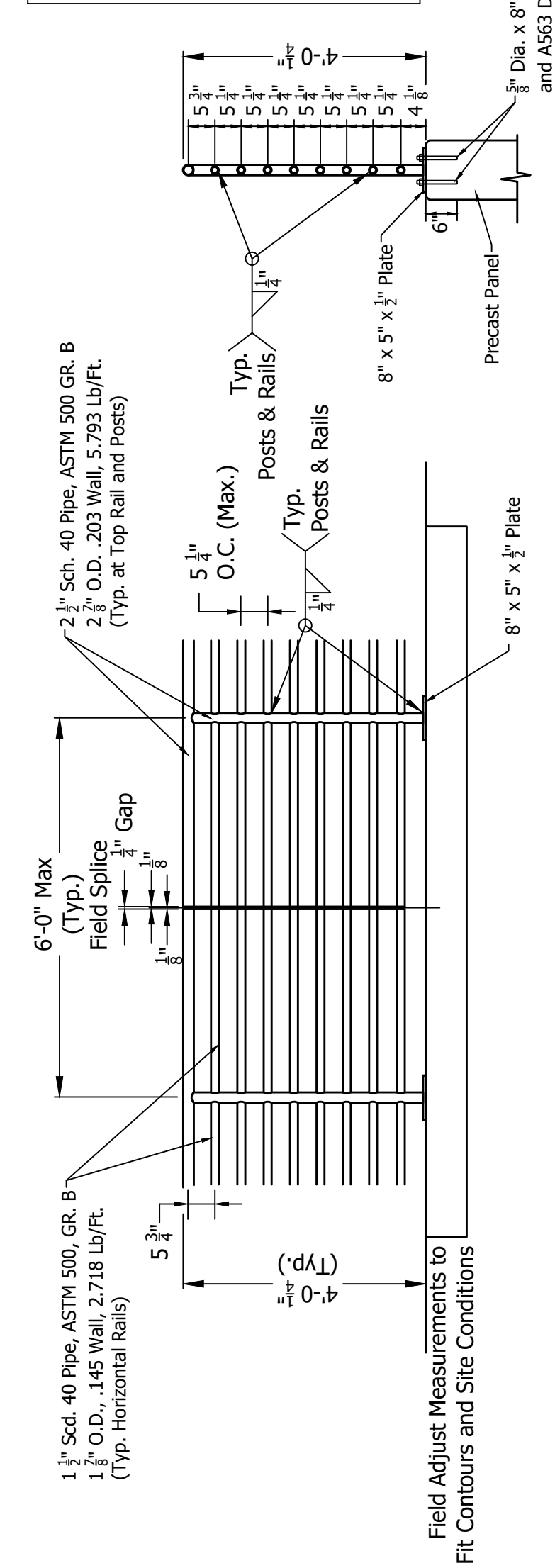
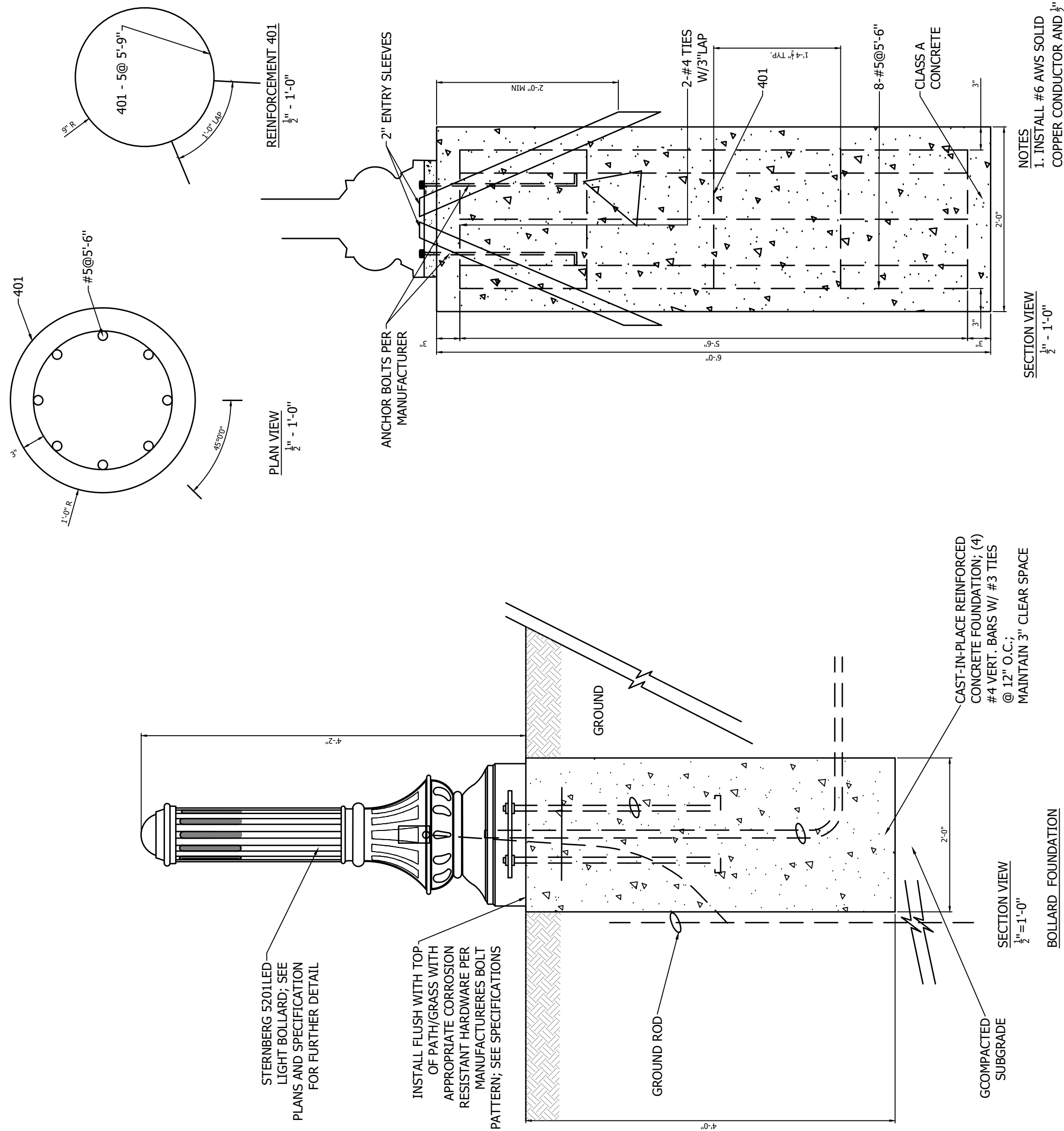
Project Location

Project End
430 feet North
of Israel Ln

US 31

Project Start
900 feet South
of S Main St.



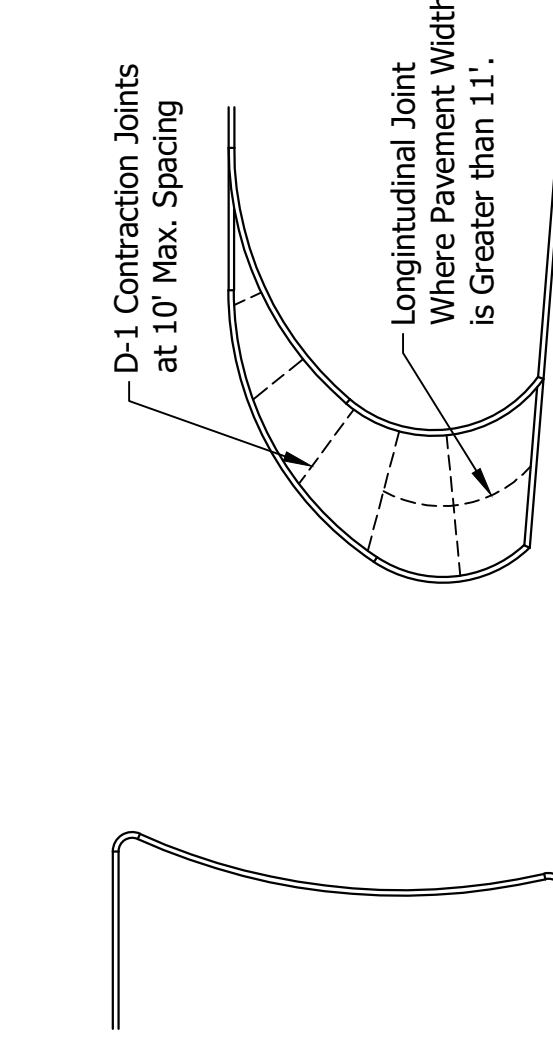


HANDRAIL DETAIL

Not to Scale

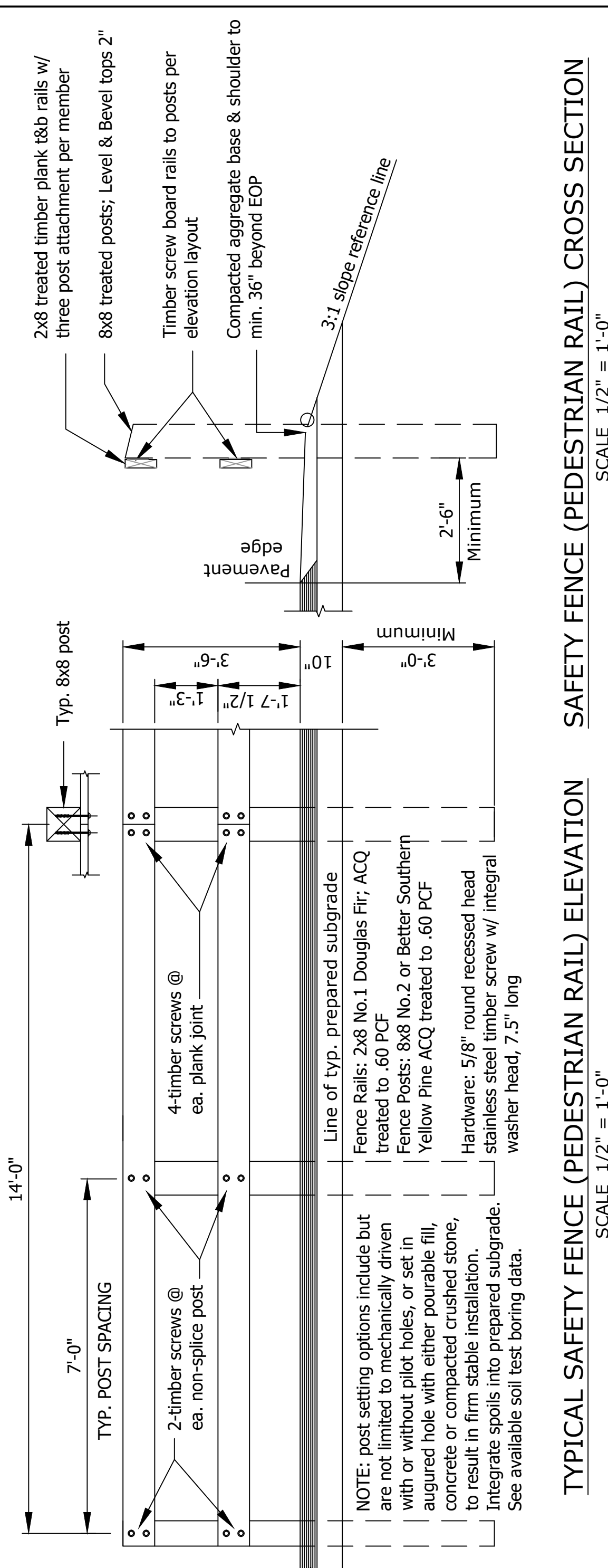
RAILING NOTES

- 1.) Handrail Elevations and Final Panel Configurations for Non-Typical Panels, Accounting for any required "Back" (Grade Slope), "Plan Breaks" or "Radius" to be Incorporated into this Drawing, only after all Required Field Measurements Have Been Obtained, or if Directed to Follow Grade on Plans.
- 2.) All Rail/Post Connections to be Internally Vented w/ $\frac{1}{4}$ " Dia. Holes and $\frac{3}{8}$ " Dia. Weep Holes on Underside of Rails Within 1' $\frac{3}{4}$ " of Post.
- 3.) All Handrail Panels and Posts to be Fully Welded w/ All Around $\frac{1}{4}$ " Welds at All Connections & N.O.M.M.A. #3 Finish Prior to Hot Dip Galvanizing. Please Refer to Details This Sheet for Weld Type and Size for Alternate Connections.
- 4.) All Handrails and Posts to be Hot-Dip Galvanized ASTM A123.
- 5.) After Galvanizing, All Handrail Panels and Posts to Receive Approved Black Powder Coating.
- 6.) All Post/Expansion Between Adjoining Panels to be Max. 6'-0". Including Standard $\frac{3}{4}$ " Rail Splice/Expansion Gap.



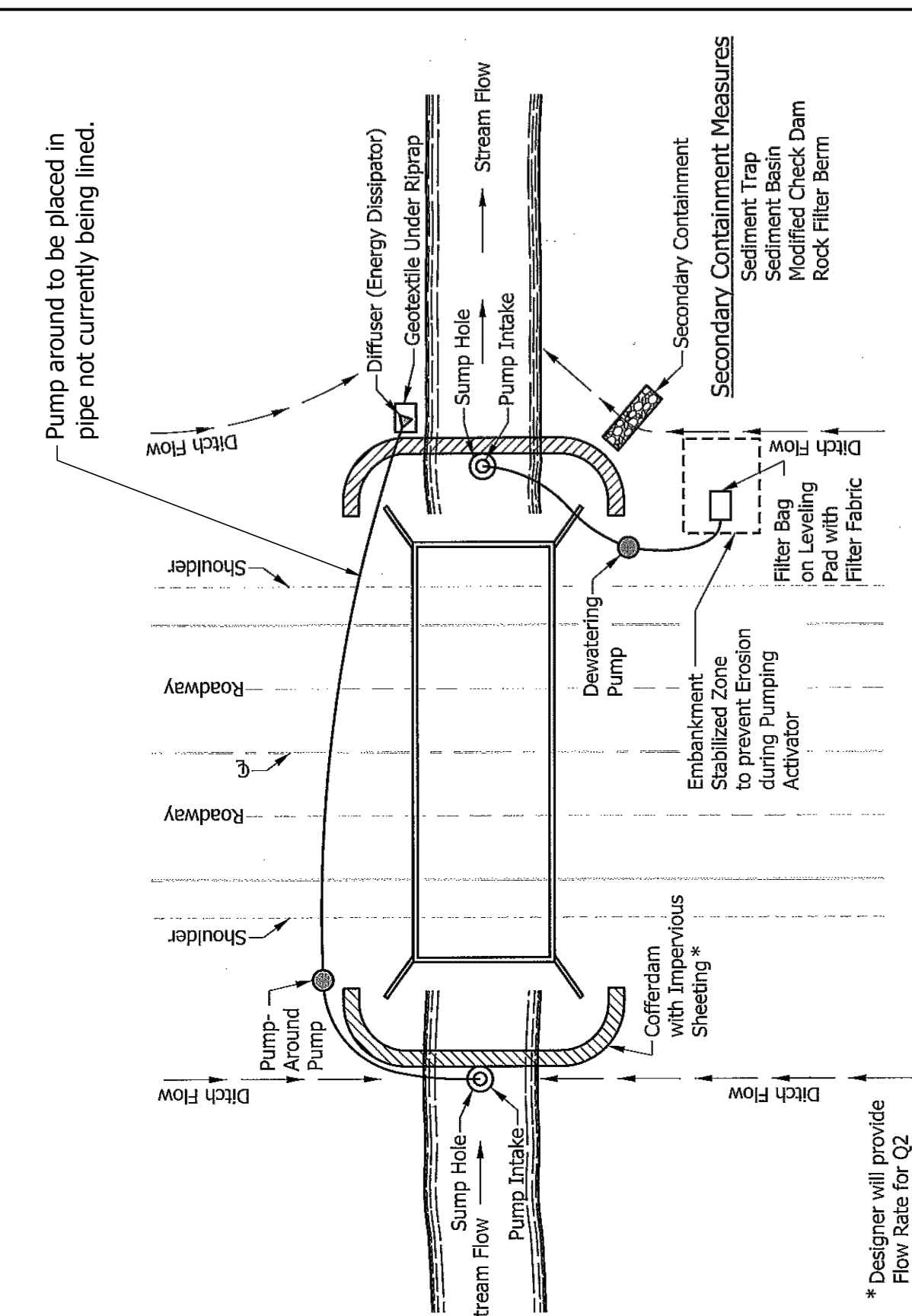
D-1 CONTRACTION JOINT FOR TRUCK APRONS

Not to Scale

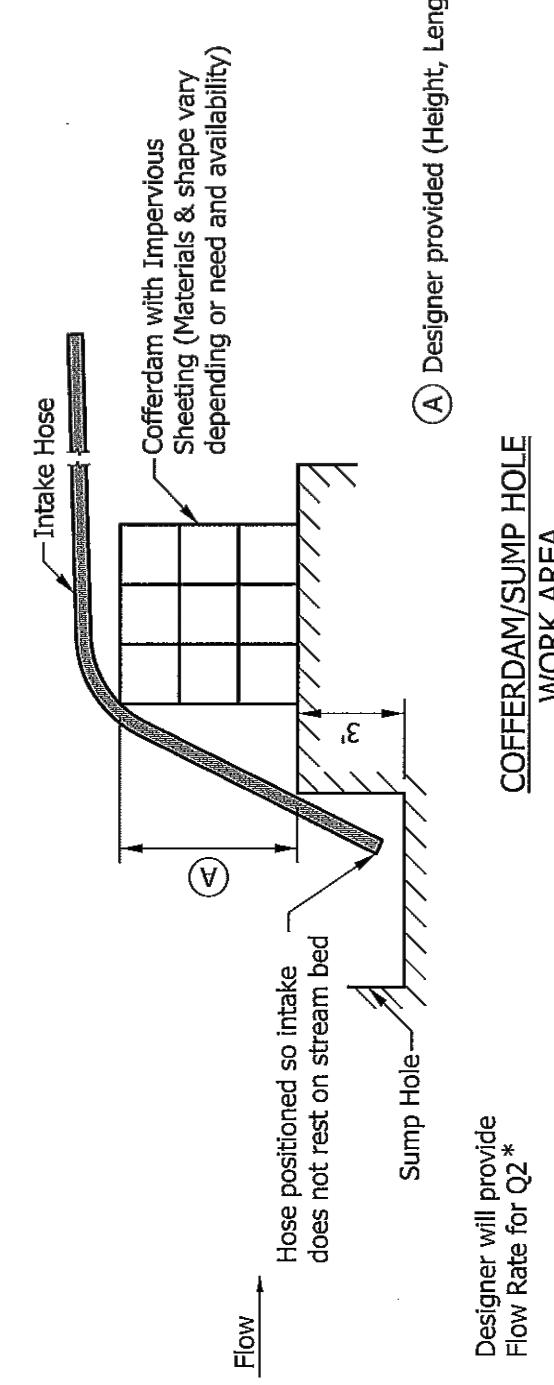


TYPICAL SAFETY FENCE (PEDESTRIAN RAIL) ELEVATION



SCALE 1/2" = 1'-0"

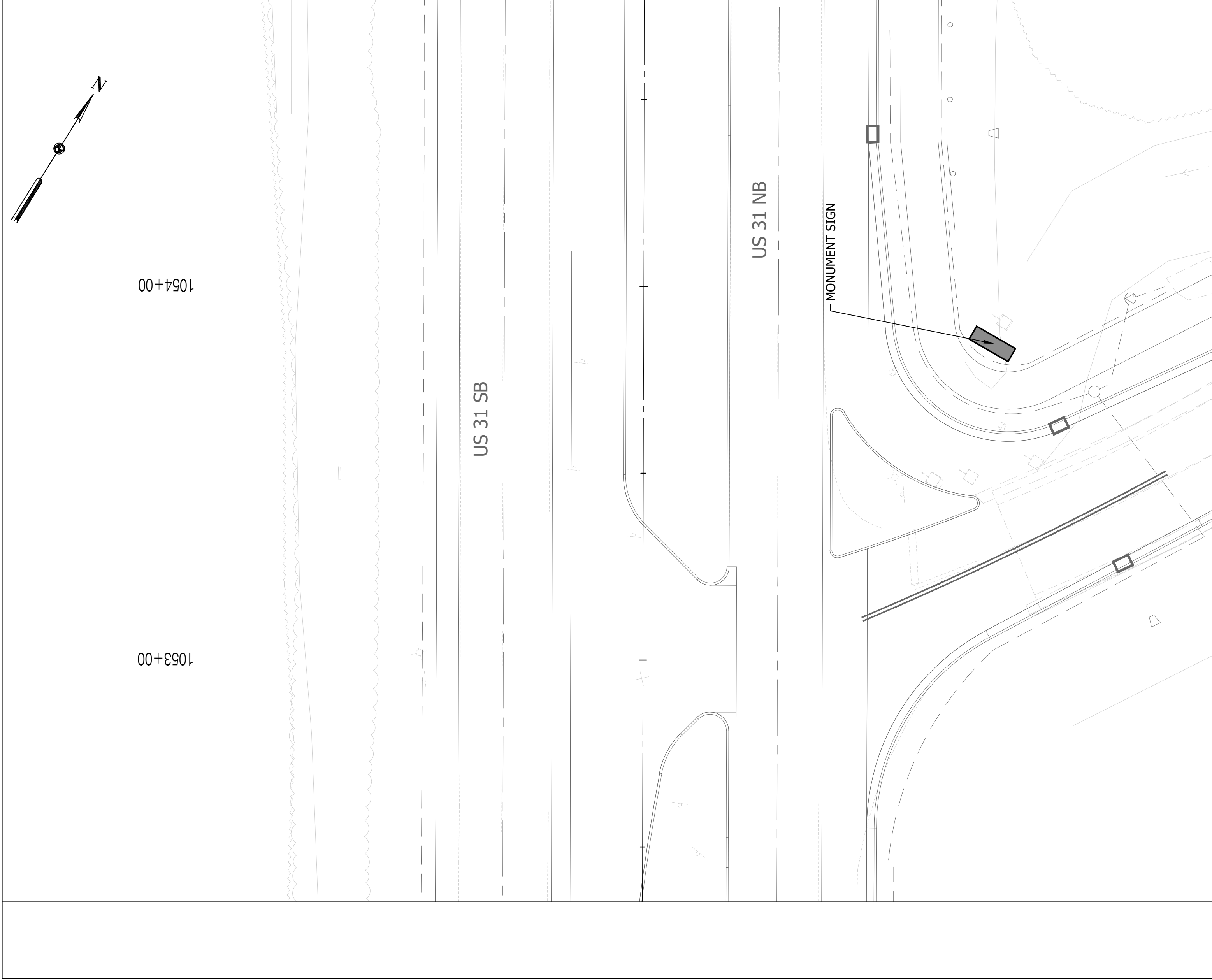


PUMP AROUND AND DEWATERING DETAILS

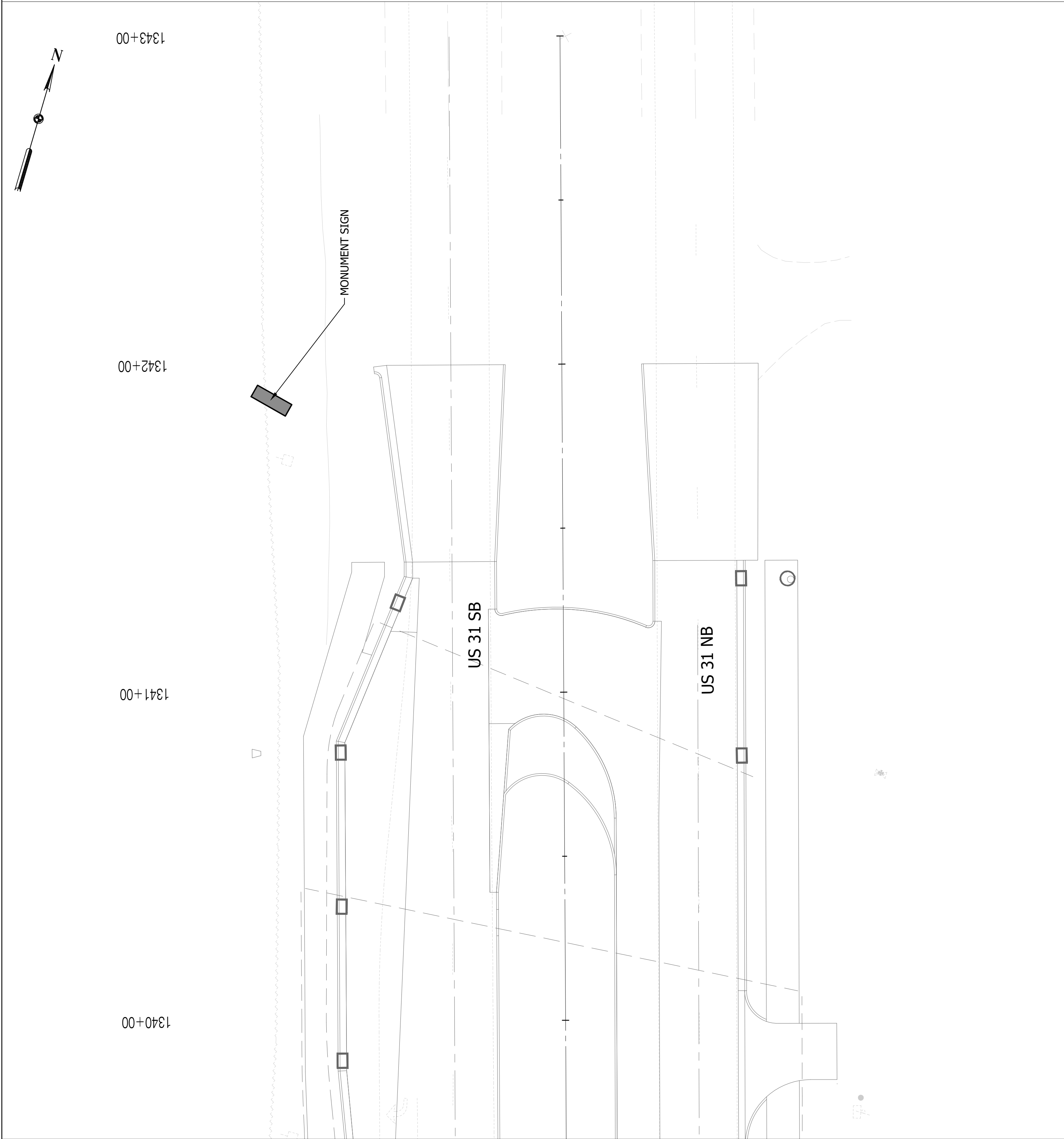


PUMP AROUND AND DEWATERING DETAILS

	<div>RECOMMENDED FOR APPROVAL</div> <div></div> <div>DESIGN ENGINEER</div>	6-27-24 DATE		
		DESIGNED: MAM	DRAWN: RTB	
		CHECKED: MAB	CHECKED: MAM	
	INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE N/A	BRIDGE FILE
			VERTICAL SCALE N/A	DESIGNATION 1800082
			SURVEY BOOK	SHEETS 281 of 610
	MISCELLANEOUS DETAILS		CONTRACT R-41481	PROJECT 1800082

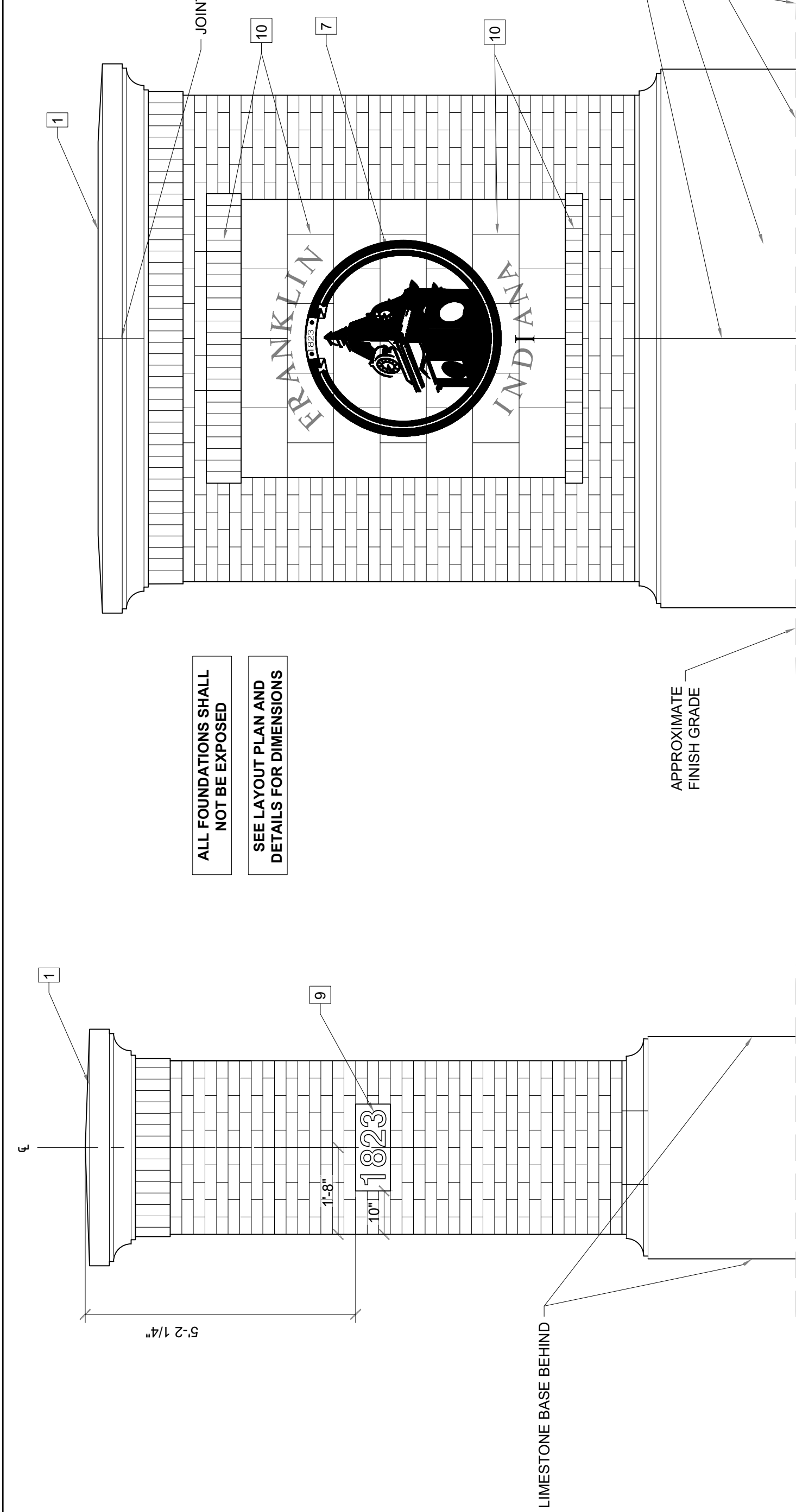


PLAN AREA 1

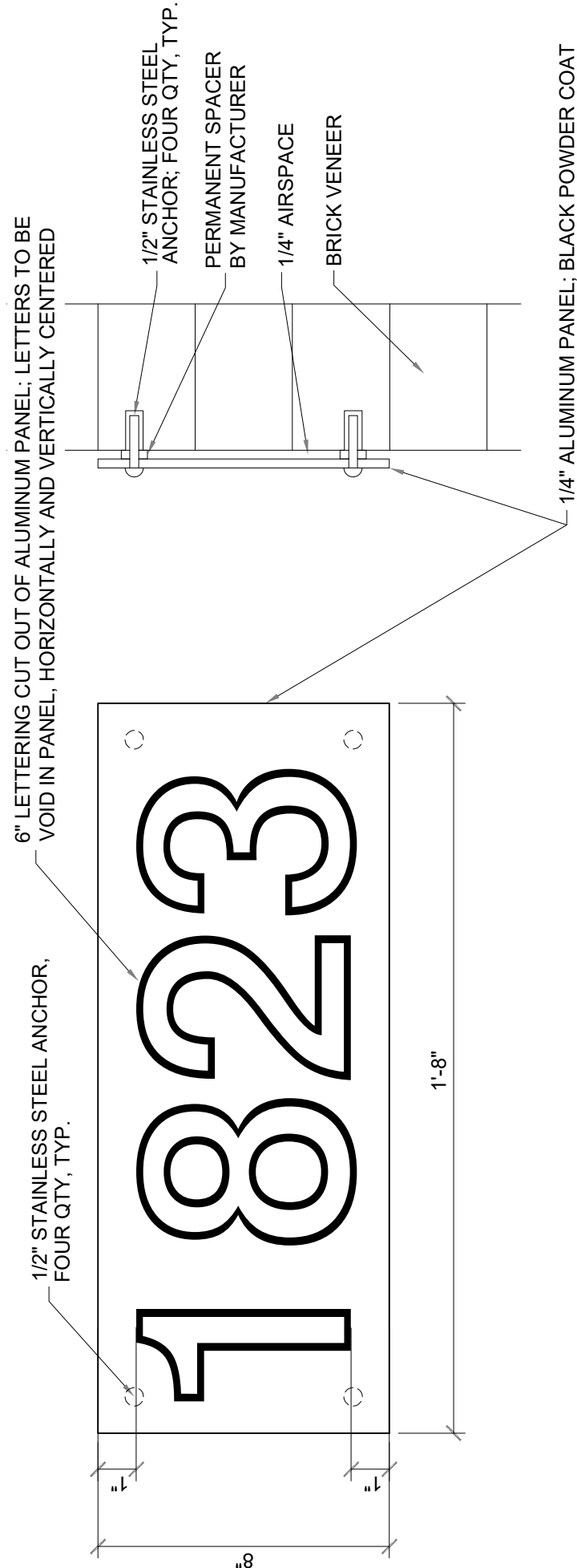


PLAN AREA 2

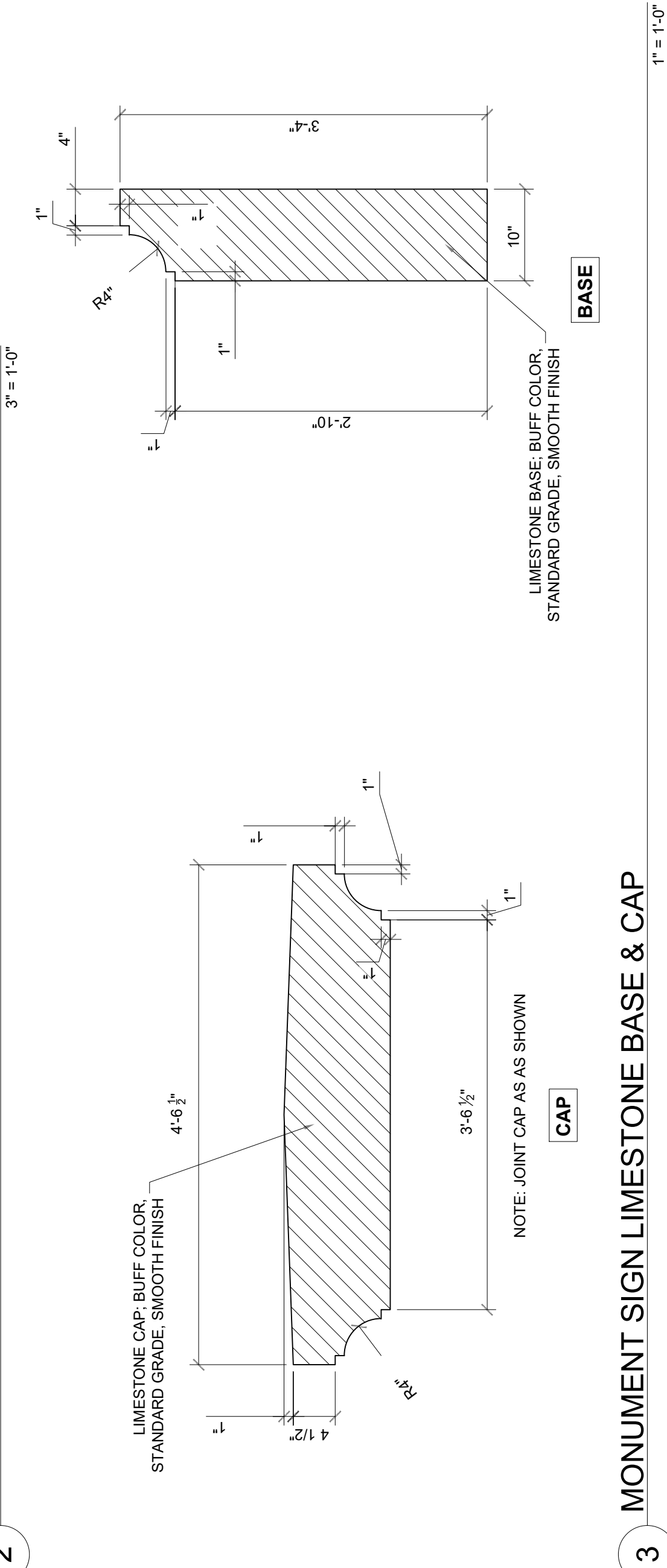
INDIANA DEPARTMENT OF TRANSPORTATION		RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE		BRIDGE FILE	
LANDSCAPE PLAN		DESIGNED: ZRB		DRAWN: MNH		2023-11-10		HORIZONTAL SCALE 1"=20'	
		CHECKED: JDS		CHECKED: JDS				VERTICAL SCALE N/A	
								SURVEY BOOK	
								SHEETS	
								608 of 610	
								CONTRACT	
								R-41481	
								PROJECT	
								1800082	



1 LIMESTONE WALL ELEVATION



2 LASER CUT METAL DATE PANEL



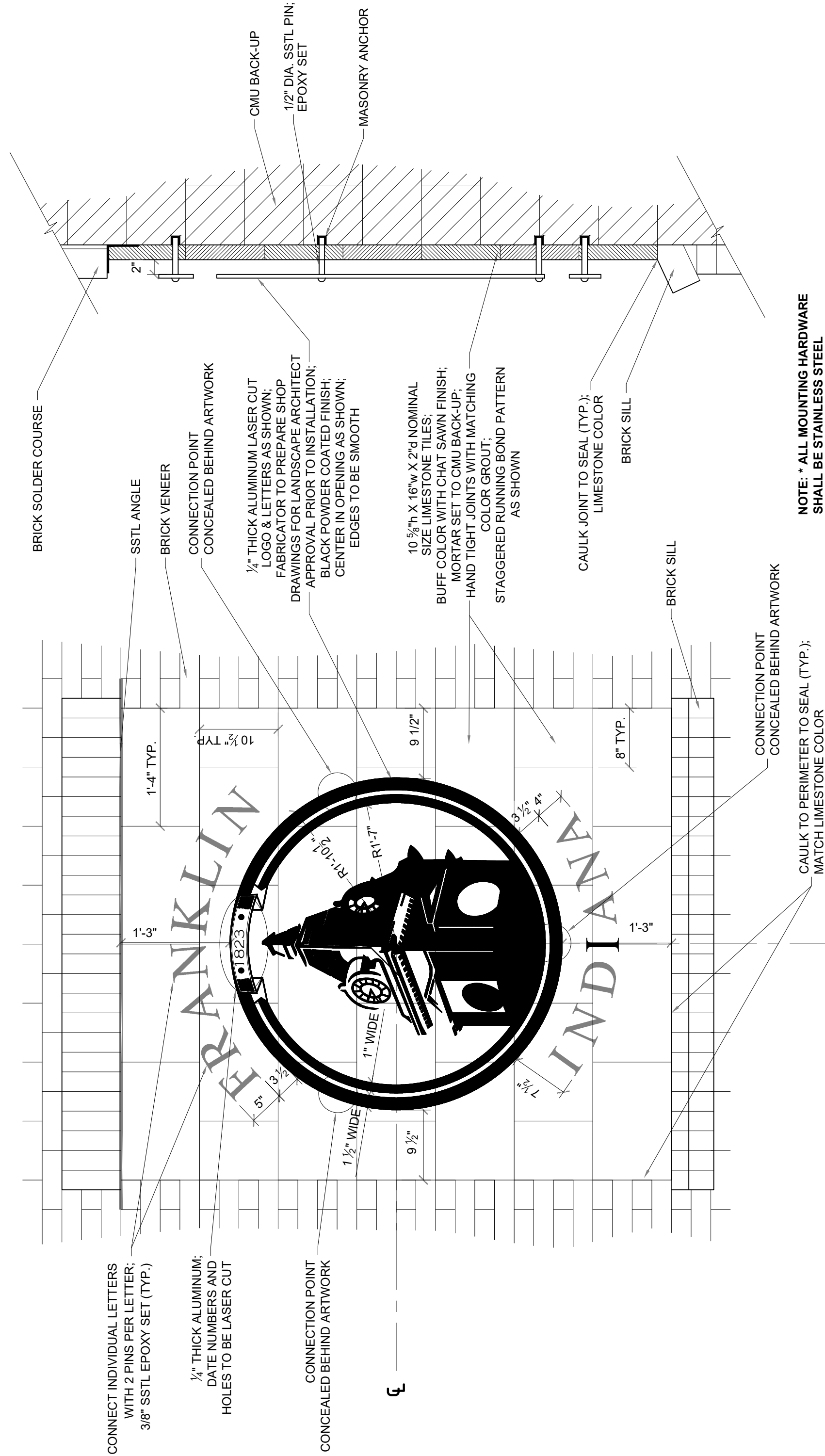
3 MONUMENT SIGN LIMESTONE BASE & CAP

KEYNOTES	
ITEM	DESCRIPTION
1	MONUMENT SIGN
2	LIMESTONE WALL
3	LIMESTONE PIER
4	DECORATIVE METAL EDGING
5	LANDSCAPE
6	DECORATIVE STONE MULCH
7	LASER CUT CITY LOGO
8	VINYL LOGO SIGN PANEL
9	LASER CUT METAL PANEL
10	LIMESTONE TILE ASSEMBLY

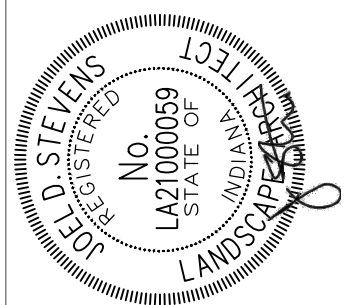
*SEE ROUNDABOUT SHEETS FOR DETAILS

- NOTES:
- EXTRUDED FACE BRICK MASONRY TO MEET THE FOLLOWING SPECIFICATIONS:
 - MODULAR SIZED (3.58" X 2 1/4" X 7 5/8")
 - 3/8" SIZED CONCAVE MORTAR JOINTS WITH STANDARD WHITISH-GRAY COLOR
 - TO BE ONE OF THREE MANUFACTURERS WITH COLOR BLEND NOTED
 - BRICKCRAFT®; WABASH
 - BELDEN; BELCREST 560
 - GENERAL SHALE; WATERTON
 - COLORS TO BE UNIFORMLY SPACED THROUGHOUT EACH MONUMENT
 - FACADE PROJECT LANDSCAPE ARCHITECT TO APPROVE 2'-0" X 2'-0" SAMPLE PANEL PRIOR TO INSTALLATION
 - LIMESTONE PANEL NOTES:
 - MATERIAL SHALL BE FABRICATED, TRANSPORTED, STORED AT JOBSITE AND INSTALLED PER "INDIANA LIMESTONE HANDBOOK, 22ND EDITION" AS PRODUCED BY INDIANA LIMESTONE INSTITUTE OF AMERICA, INC.
 - BACK OF ALL PANELS TO BE COATED WITH APPROVED DAMP-PROOFING PRIOR TO INSTALLATION
 - ALL TEXT IN TIMES NEW ROMAN FONT SHALL BE INCISED AND V-CUT TO 0.375" DEPTH AND FINISHED WITH BLACK PAINT; ALL OTHER FONTS AND ARTWORK SHALL BE INCISED AND SQUARE-CUT TO A DEPTH OF 0.375" AND FINISHED WITH BLACK PAINT UNLESS OTHERWISE NOTED.
 - BLACK PAINT SHALL BE EXTERIOR GRADE AND HAVE PROVEN SUCCESSFUL ADHERING TO LIMESTONE WITH A MINIMUM 5 YEAR WARRANTY
 - SEE VENEER ANCHOR FOR INSTALLATION RECOMMENDATIONS
 - TREAT ALL BRICK AND LIMESTONE PANELS, CAPSTONES AND BASES WITH ANTI-GRAFFITI COMPOUND POST
 - INSTALLATION:
 - WATER BASED PROTECTIVE COATING FOR GRAFFITI CONTROL
 - BREATHABLE
 - LOW VOC
 - UV-STABLE
 - APPLY PER MANUFACTURER'S RECOMMENDATIONS
 - COATING SHALL PRESERVE ORIGINAL SURFACE, COLOR, TEXTURE AND APPEARANCE.

NOTE: MONUMENTS SHALL MATCH MATERIAL, FIT & FINISH OF EXISTING MONUMENTS FOUND WITHIN EASTVIEW AND KING STREET ROUNDABOUT.



4 LASER CUT CITY LOGO ON LIMESTONE ASSEMBLY



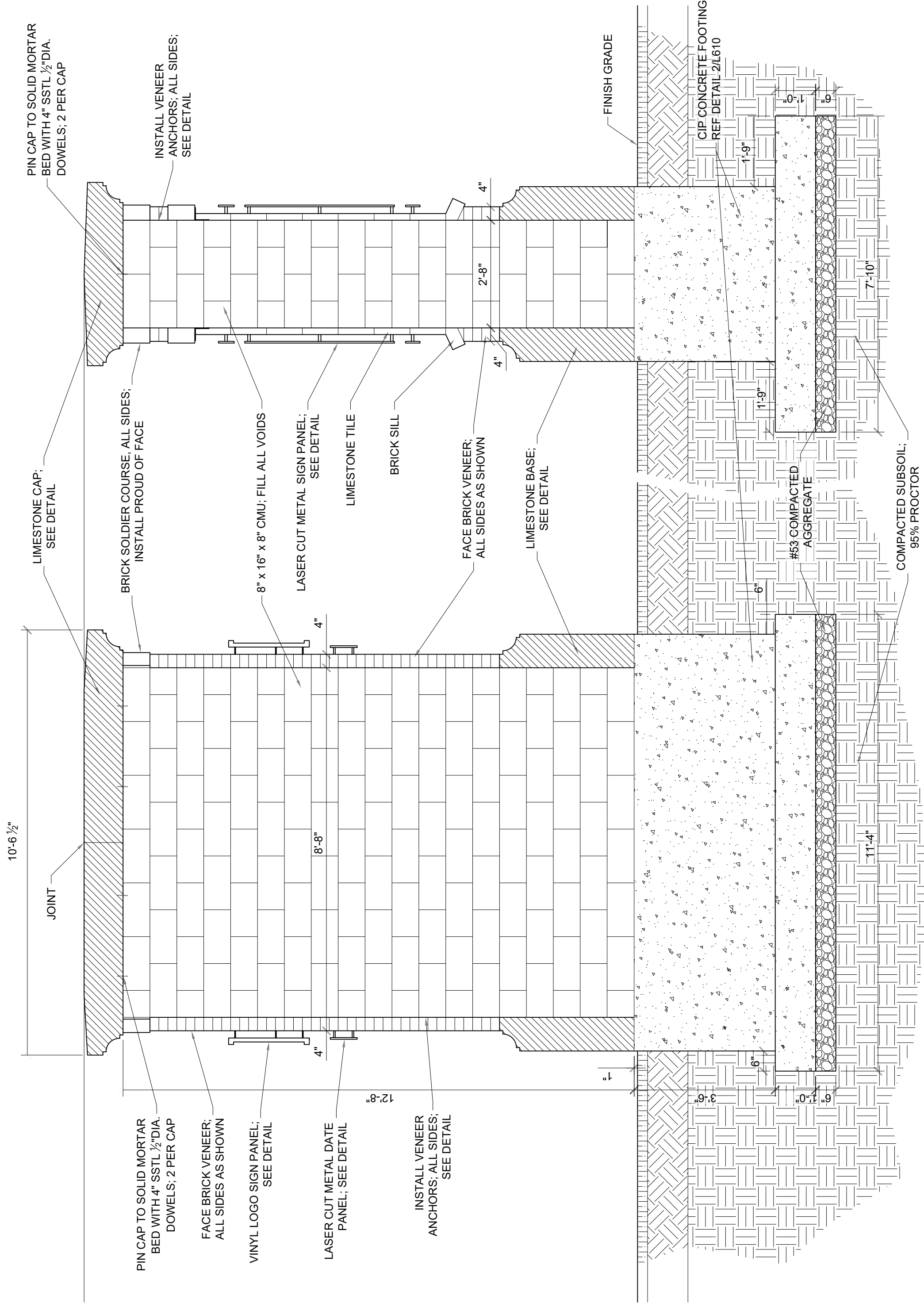
RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	2023-11-10	DATE
DESIGNED: ZRB	DRAWN: MNH		
CHECKED: JDS	CHECKED: JDS		

INDIANA
DEPARTMENT OF TRANSPORTATION

LANDSCAPE DETAILS

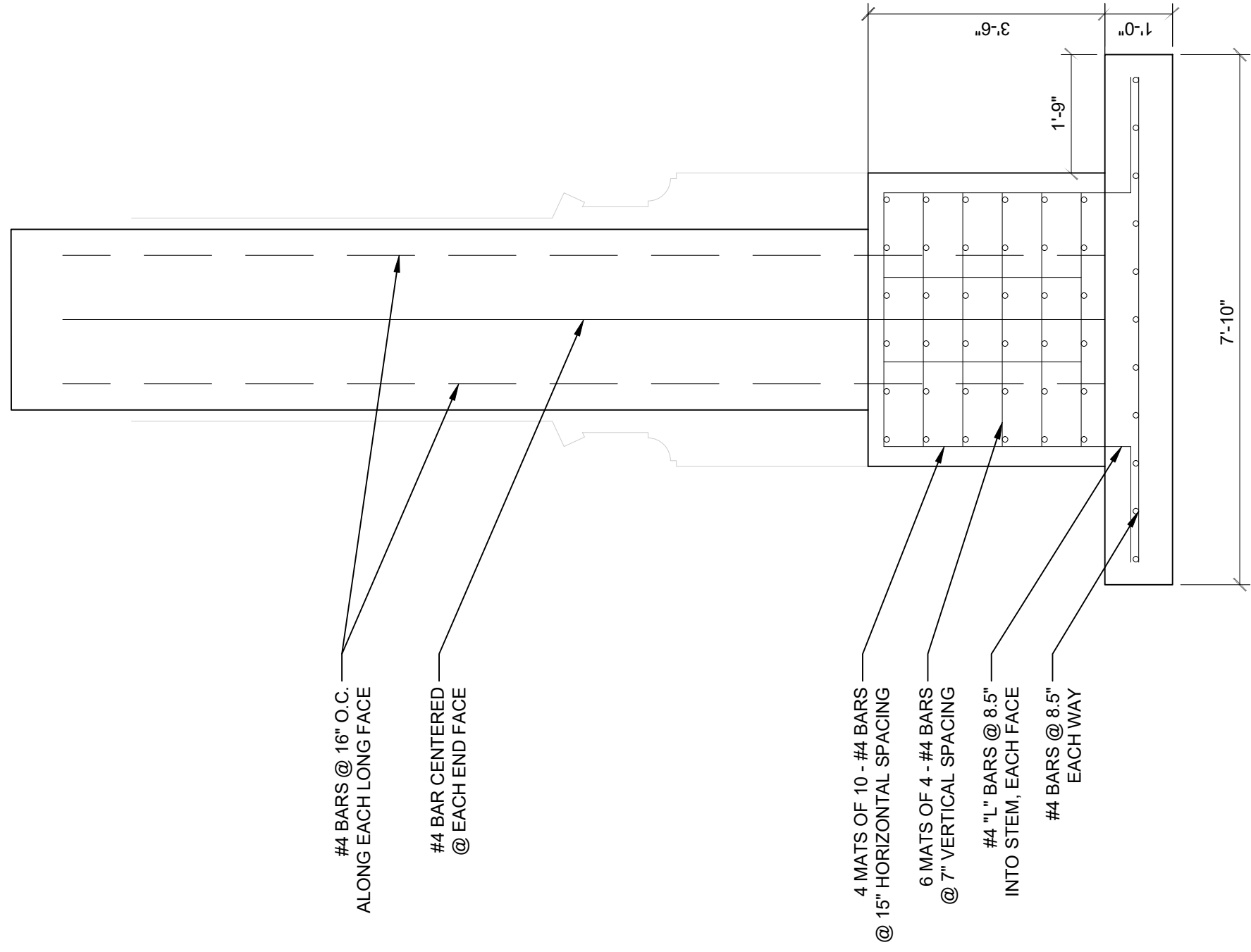
HORIZONTAL SCALE	N/A	BRIDGE FILE
VERTICAL SCALE	N/A	DESIGNATION
		1800082
SURVEY BOOK		SHEETS
CONTRACT	609	of
R-41481		PROJECT
		1800082

NOTE: MONUMENTS SHALL MATCH MATERIAL, FIT & FINISH OF EXISTING MONUMENTS FOUND WITHIN EASTVIEW AND KING STREET ROUNDABOUT.



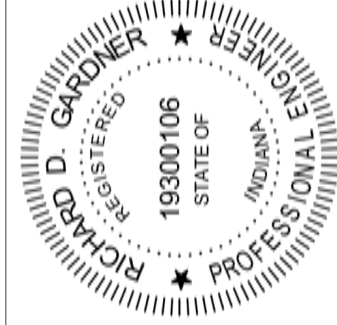
1 MONUMENT SIGN

1/2" = 1'-0"



2 MONUMENT SIGN FOOTING

1/2" = 1'-0"



RECOMMENDED FOR APPROVAL	<i>Richard D. Gardner</i>	11/20/2023	DATE
DESIGNED: ZRB	DRAWN: MNH	CHECKED: JDS	
CHECKED: JDS			

INDIANA
DEPARTMENT OF TRANSPORTATION

LANDSCAPE DETAILS

HORIZONTAL SCALE	N/A	BRIDGE FILE
VERTICAL SCALE	N/A	DESIGNATION
		1800082
SURVEY BOOK		SHEETS
CONTRACT		610 of 610
R-41481		PROJECT
		1800082

MASONRY COLUMN, GATEWAY MONUMENT

Description

This work shall consist of the construction of masonry columns, decorative metal structures, decorative stone mulch and feature lighting at locations as shown on the plans, in accordance with 105.03.

Materials

The Masonry Column, Gateway Monument shall consist of a limestone cap and base, brick veneer, limestone tile work, laser cut metal signage, anti-graffiti coating, steel reinforced concrete block structure with filled voids, steel reinforced cast-in-place concrete footing and base, and compacted aggregate. Monuments shall match material, fit, and finish of existing monuments found within the City of Franklin North Main Street corridor.

Feature lighting shall be included with the work to prepare individual monuments - specifically, a Gateway monument shall receive one 48 in. long ground mounted light bar and the Metal Gateway Structure on Masonry Piers shall receive four 24 in. long ground mounted light bar, each as shown on the plans.

Prequalified manufacturers and product lines are as follows:

Insight Medley View II

SSL Baseline

Traxon Nano Liner Allegro AC XB DW

Construction Requirements

Construction and installation shall be as shown on the plan details.

Method of Measurement

Masonry Column, Gateway Monument will be measured by the number of units installed.

Basis of Payment

Masonry Column, Gateway Monument will be paid for at the contract unit price per each unit installed. The light bar, concrete foundations and mounting hardware shall be included within the cost of each feature.

Payment will be made under:

Pay item

Pay Unit Symbol

Masonry Column, Gateway Monument EACH

The cost to excavate, fabricate, install, and finish the above features and all necessary incidentals not specified as a pay item shall be included in the cost of the associated pay item.

BLACK POWDER COAT FINISH

Proposed light poles, lighting mast arms, strain poles, existing signal controller cabinets, luminaires, banding, associated hardware, except stainless, and service points, for the lighting and signal installation shall have a black powder coat finish.

Powder coat finish shall consist of either a polyester urethane, TGIC, triglycidyl isocyanurate, polyester, or other manufacturer recommended finish. Finish for each component shall be in accordance with the manufacturer's specifications for that component.

The cost of the coating shall be included in the respective component pay items. The cost of coating the existing signal controller cabinets shall be included in the cost of other items.

STREET LIGHTING

Description

This work shall consist of the installation of lighting systems in accordance with 105.03.

Materials

Materials shall be in accordance with 807.02 and be Sternberg as follows:

Luminaire (III) :	Evolve ERL2- 0 23 C3 40 D Gray A T
Bollard:	5201LED-42/1L40TS/MDL07/BK

Finish color shall be black.

Construction Requirements

Construction and installation requirements of decorative lights shall be in accordance with 807. Type III optics, specific drivers, and all incidentals shall be supplied as shown on the plans.

Method of Measurement

The foundation, luminaires, and poles will be measured in accordance with 807.18. Conduit and wire will be measured in accordance with 807.18.

Basis of Payment

The foundation, luminaires, poles, conduit, and wire will be paid for in accordance with 807.19.

Payment will be made under:

Pay Item	Pay Unit Symbol
Bollards	EACH
Luminaire, High Lumen, Roadway	EACH
Light Pole, 40 ft E.M.H., 20 ft Mast Arm, Anchor Base	EACH
Lighting Foundation, Concrete with Grounding, 24 in. Dia. x 72 in.	EACH
Lighting Foundation, Concrete with Grounding, 24 in. Dia. x 48 in.	EACH

The cost of poles, GFIs, fittings, luminaires, anchor bolts, electrical fittings, internal wiring and accessories, and all other incidental items necessary for installation shall be included in the cost of the pay items.