



CITY OF BATESVILLE, INDIANA

Mayor John Irrgang

Monday, February 9, 2026, at 6:30 p.m.

Board of Works

132 South Main Street, 2nd Floor, Council Chambers

Batesville Common Council Members: Elected to a 4-Year Term: 1/1/2024 – 12/31/2027

1st District: Darrick Cox; 2nd District: Doug Stock; 3rd District: Beth Enneking; 4th District: Brad Dreyer; At-Large: Melissa Tucker

Mayoral Annual Appointment: BOW: Jonathon Maple; City Attorney: Blaine Timonera

Elected Official: Clerk-Treasurer, Brad Marcy (Remaining of Term vacated by Paul Gates)

Call Meeting to order.

Roll Call.

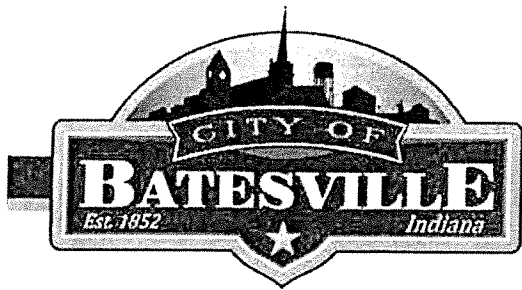
Review of minutes:

Old Business:

1.

New Business:

1. Road Closure Request – MMH Girls on the Run – Spring 5k
2. Road Closure Request – MMH Girls on the Run – Fall 5k
3. Road Closure Request – MMH Hospice Walk
4. Road Closure Request – St. Louis School – Cardinal Crawl
5. Road Closure Request – PATH Autism 5K
6. Road Closure Request – Amack's Well Puppucino
7. Road/Parking Lot Request – Kiwanis Annual Carnival
8. Road Closure Request – St. John's UCC Picnic
9. Emergency Vehicle Preemption



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines **below**. By completing this form, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Event: Girls on the Run Date/Time: May 9th 9am
Contact: Madden Lieland Organization: Girls on the Run
Mobile Number: (217) 822-7565 Address: 321 Mitchell Ave
Date request submitted: 1/20/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☒ Cones ☒ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☒ Fencing ☒ Police Traffic Assistance

Return completed form 60 DAYS
PRIOR TO THE EVENT:

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 1/20/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MW

Fire Chief BM

Street LM

Mayor JP

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: Girls on the Run Spring 5K

Complete form and present to the Fire Chief for approval

Event Coordinator Madden Lieland

Phone Number (217) 822-7565

Secondary Event Coordinator Geralyn Litzinger

Phone Number (812) 212-5698

Event Date: May 9th - 9am

Parking Lot or Road Closures:

List areas and times of closures

The race will begin at 9am

Closures: Intersections of 229 and six pine ranch road to Cosmapawlogy
building. Specifically were the trail comes out of Freedom park to cross
six pine ranch.

Equipment to be used:

List items used to close/block off parking lot/road

Cones, Officers, Police Vehicles

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4

2026 Margaret Mary Health 5K Walks Safety Plan & Chain of Command

1. General Safety
 - a. Everyone on the course should be wearing a high visibility safety vest.
 - b. Anyone can stop operations if a hazard is noted, or anyone's safety is concerned.
 - c. Notify the Site Coordinator with any safety or security concerns that arise.
2. Traffic Flow
 - a. Participants will arrive at Oncology and OPC.
 - b. Traffic control will direct the cars into parking lot
 - c. Participants will not be allowed to park in the gathering area/registration area.
 - d. Course marshals will be located on the walking path. They will use their cell phones to communicate any course concerns during the event.
 - e. Participants will be instructed to stay on the path and follow the course as outlined.
3. In the event of an emergency, the disaster plan will be implemented as follows:
 - a. As announcement will be made verbally and via cell phones by the site coordinator to ensure all team members and volunteers are aware of the emergency.
 - b. In the event of inclement weather, the site coordinator will make the decision to pause or cancel activities and to shelter in place or evacuate the area. The OPC/Oncology Center will be the shelter in place designated location.
 - c. In the event of a medical emergency, the site coordinator or delegated person will dial 911 for EMS assistance. On-site clinical leads will respond immediately with the first aid kit.
4. Evacuation
 - a. In the event of a weather-related evacuation, notify Batesville Police (812)933-3131, to assist with traffic flow out of the clinic in an orderly, single lane fashion. Additionally, the Batesville Police will be onsite during the 5k walk.
 - b. In the event of a security or building related evacuation or emergency, dial 911 for police, fire and or EMS.
5. Meeting Place
 - a. In the event of a security related evacuation all team members, volunteers and participants should move from the building or parking lot.
6. First Aid Kit
 - a. Available at the registration area.
7. Injury Reporting
 - a. If an MMH team member or volunteer is injured, they will need to follow MMH's Occupational Health policy regarding injury on duty.

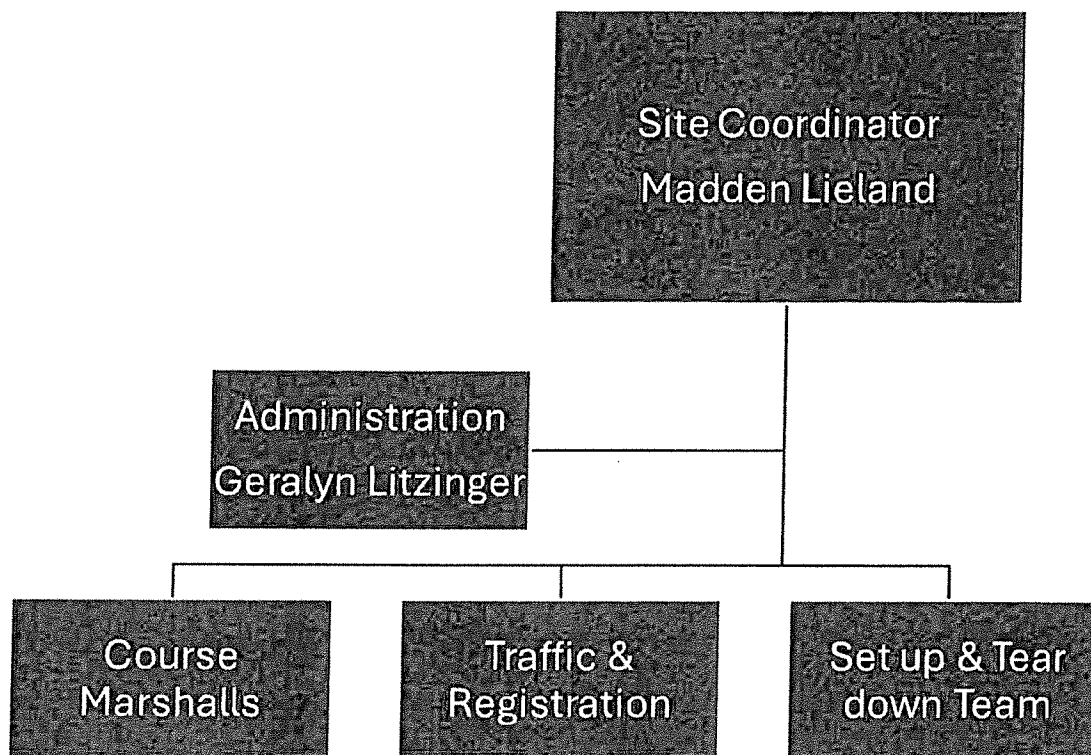


MMH Outpatient and Oncology Center
24 Six Pine Ranch Road
Batesville, IN 47006

Girls on the Run – Spring & Fall Race

Saturday May 9th, 2026

Saturday November 7th, 2026



Contact Information:

Geralyn Litzinger – (812)212-5698

Madden Lieland – (217)822-7565

Jonathon Maple – (812)212-2474



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
10 West Carmel Drive, Suite 260
Carmel IN 46032

CONTACT NAME: Kris Hughes

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: kris_hughes@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Suburban Health Organization Risk Retention Group.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Margaret Mary Community Hospital, Inc.
321 Mitchell Avenue
Batesville, IN 47006

SUBROGATION

COVERAGES

CERTIFICATE NUMBER: 1461070546

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR RSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR		MMC-09-HPL/GL	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per acc death) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Batesville
132 South Main Street
Batesville IN 47006
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

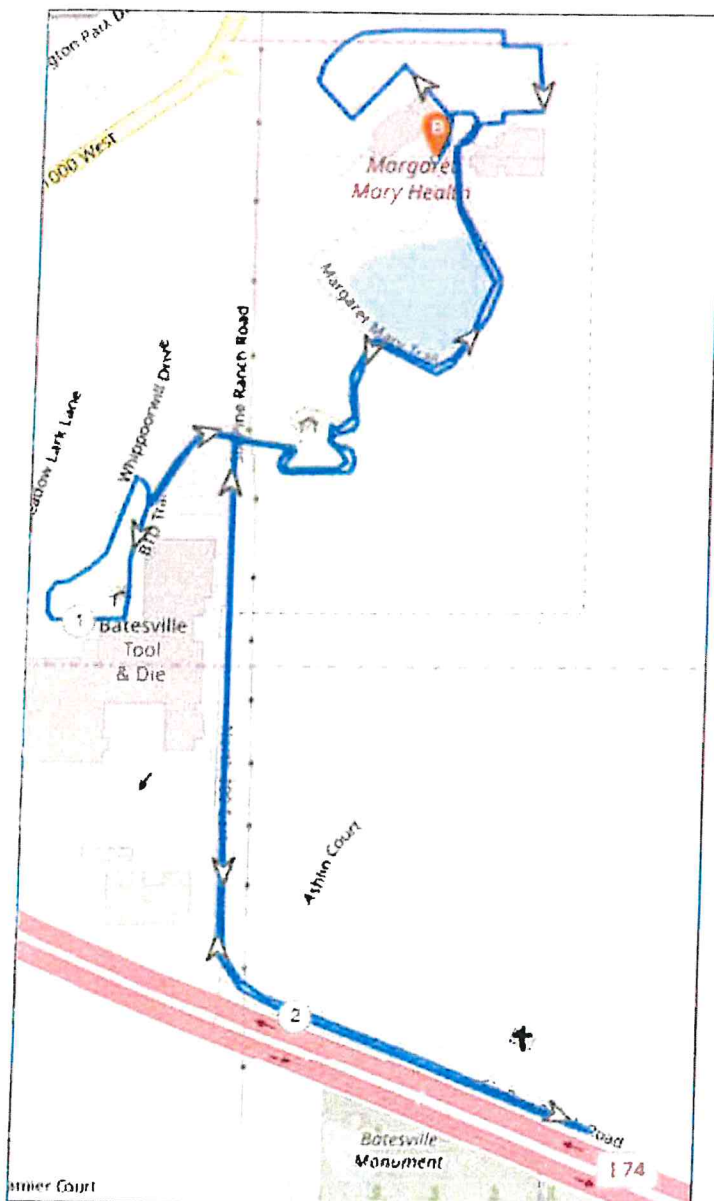
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Girls on the Run

5k Celebration



MARGARET MARY OUTPATIENT & CANCER CENTER



- Begin behind the MMH Cancer Center, by the Reflection Garden.
- Run/Walk Cancer Center and Physician Center.
- Turn left and go by the side of the Cancer Center.
- Turn left in front of the Cancer Center.
- Turn right to go on the outside perimeter of the Cancer Center and Physician Center.
- Turn right in front of the Physician Center.
- Turn left to go on the MMH trail. Stay on the left side of the trail behind the Physician Center.
- Continue on MMH trail and go by Freedom Park.
- Cross Six Pine Ranch Road to Batesville Tool & Die Trail.
- Continue on Batesville Tool & Die Trail until you come back to Six Pine Ranch Road.
- Turn right on Six Pine Ranch Road. Go slightly past *Cosmepawlogy*. Turn around and head back down Six Pine Ranch Road to the entrance of Freedom Park.
- Turn right into Freedom Park and follow the trail to the left until it connects to the MMH trail.
- Stay on the MMH trail until you reach between the Cancer Center and Physician Center.
- Turn left and head back to the pavement which will take you to the finish line, near the Reflection Garden.



FOR QUESTIONS OR CONCERNS, PLEASE EMAIL MADDEN.LIELAND@MMHEALTH.ORG



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works 60 days prior to the event date. Please describe the following city streets and/or parking areas to be used on the lines below. By completing this form, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is prohibited:

Event: Girls on the Run Date/Time: November 7th 10am
Contact: Madden Lieland Organization: Girls on the Run
Mobile Number: (217) 822-7565 Address: 321 Mitchell Ave
Date request submitted: 1/20/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☒ Cones ☒ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☒ Fencing ☒ Police Traffic Assistance

Return completed form 60 DAYS
PRIOR TO THE EVENT:

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 1/20/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief [Signature]

Fire Chief [Signature]

Street [Signature]

Mayor [Signature]

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: Girls on the Run Fall 5K

Complete form and present to the Fire Chief for approval

Event Coordinator Madden Lieland

Phone Number (217) 822-7565

Secondary Event Coordinator Geralyn Litzinger

Phone Number (812) 212-5698

Event Date: November 7th - 10am

Parking Lot or Road Closures:

List areas and times of closures

The race will begin at 10am

Closures: Intersections of 229 and six pine ranch road to Cosmapawlogy
building. Specifically were the trail comes out of Freedom park to cross
six pine ranch.

Equipment to be used:

List items used to close/block off parking lot/road

Cones, Officers, Police Vehicles

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4

2026 Margaret Mary Health 5K Walks Safety Plan & Chain of Command

1. General Safety
 - a. Everyone on the course should be wearing a high visibility safety vest.
 - b. Anyone can stop operations if a hazard is noted, or anyone's safety is concerned.
 - c. Notify the Site Coordinator with any safety or security concerns that arise.
2. Traffic Flow
 - a. Participants will arrive at Oncology and OPC.
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 - c. In the event of a medical emergency, the site coordinator or delegated person will dial 911 for EMS assistance. On-site clinical leads will respond immediately with the first aid kit.
4. Evacuation
 - a. In the event of a weather-related evacuation, notify Batesville Police (812)933-3131, to assist with traffic flow out of the clinic in an orderly, single lane fashion. Additionally, the Batesville Police will be onsite during the 5k walk.
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 - a. In the event of a security related evacuation all team members, volunteers and participants should move from the building or parking lot.
6. First Aid Kit
 - a. Available at the registration area.
7. Injury Reporting
 - a. If an MMH team member or volunteer is injured, they will need to follow MMH's Occupational Health policy regarding injury on duty.

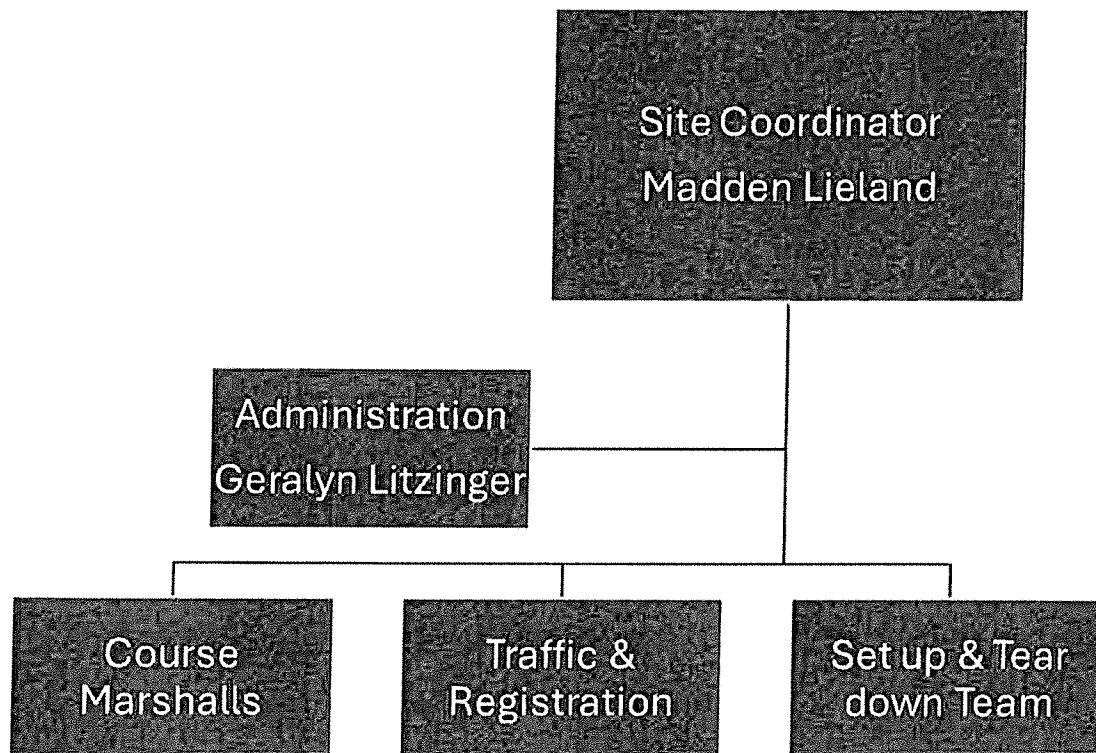


MMH Outpatient and Oncology Center
24 Six Pine Ranch Road
Batesville, IN 47006

Girls on the Run – Spring & Fall Race

Saturday May 9th, 2026

Saturday November 7th, 2026



Contact Information:

Geraldyn Litzinger – (812)212-5698

Madden Lieland – (217)822-7565

Jonathon Maple – (812)212-2474



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2025

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
10 West Carmel Drive, Suite 260
Carmel IN 46032

CONTACT NAME: Kris Hughes
PHONE (A/C, No, Ext):
E-MAIL: kris_hughes@ajg.com
ADDRESS:
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Suburban Health Organization Risk Retention Group.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Margaret Mary Community Hospital, Inc.
321 Mitchell Avenue
Batesville, IN 47006

SUBROGATION

COVERAGES

CERTIFICATE NUMBER: 1461070546

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		MMC-09-HPL/GL	1/1/2025	1/1/2027	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 0
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPROP AGG \$ 1,000,000
						\$
	☐ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	☐ UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTIONS					\$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Batesville
132 South Main Street
Batesville IN 47006
USA

CANCELLATION

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AUTHORIZED REPRESENTATIVE

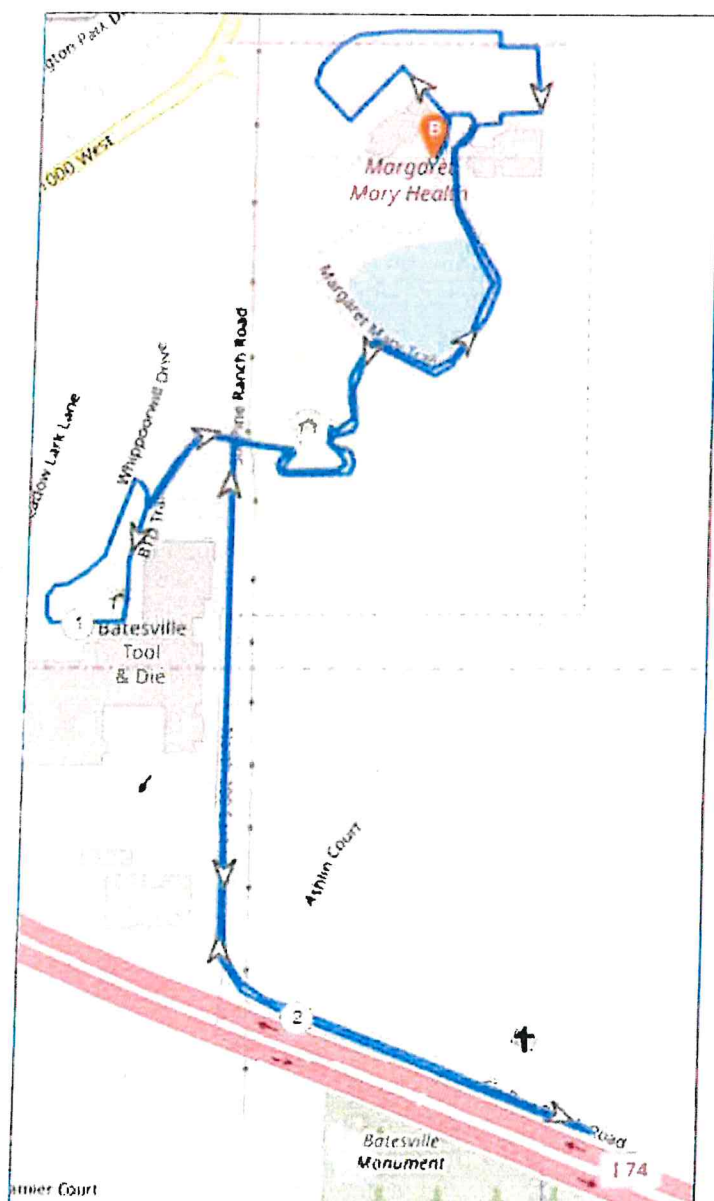
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Girls on the Run

5k Celebration



MARGARET MARY OUTPATIENT & CANCER CENTER



- Begin behind the MMH Cancer Center, by the Reflection Garden.
- Run/Walk Cancer Center and Physician Center.
- Turn left and go by the side of the Cancer Center.
- Turn left in front of the Cancer Center.
- Turn right to go on the outside perimeter of the Cancer Center and Physician Center.
- Turn right in front of the Physician Center.
- Turn left to go on the MMH trail. Stay on the left side of the trail behind the Physician Center.
- Continue on MMH trail and go by Freedom Park.
- Cross Six Pine Ranch Road to Batesville Tool & Die Trail.
- Continue on Batesville Tool & Die Trail until you come back to Six Pine Ranch Road.
- Turn right on Six Pine Ranch Road. Go slightly past *Cosmepawlogy*. Turn around and head back down Six Pine Ranch Road to the entrance of Freedom Park.
- Turn right into Freedom Park and follow the trail to the left until it connects to the MMH trail.
- Stay on the MMH trail until you reach between the Cancer Center and Physician Center.
- Turn left and head back to the pavement which will take you to the finish line, near the Reflection Garden.



FOR QUESTIONS OR CONCERNS, PLEASE EMAIL MADDEN.LIELAND@MMHEALTH.ORG



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines below. **By completing this form, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is prohibited:**

Event: MMH Hospice Walk Date/Time: 4/25/2026 9am
Contact: Julie Laudick Organization: MMH Hospice
Mobile Number: (812) 212-1441 Address: 321 Mitchell Ave
Date request submitted: 1/27/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☐ Submitted route(s) and Map of location or route
- ☐ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☐ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☐ Cones ☒ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing ☒ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
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or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 1/27/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MM

Fire Chief BH

Street SM

Mayor AW

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: MMH Hospice Walk

Complete form and present to the Fire Chief for approval

Event Coordinator Julie Laudick

Phone Number (812) 212-1441

Secondary Event Coordinator _____

Phone Number _____

Event Date: April 25, 2026

Parking Lot or Road Closures:

List areas and times of closures

Walk will begin at 9am

Closures: Intersections of 229 and six pine ranch road to Cosmapawlogy
building. Specifically where the trail comes out of Freedom park to cross
six pine ranch.

Equipment to be used:

List items used to close/block off parking lot/road

Cones, Officers, Police Vehicles

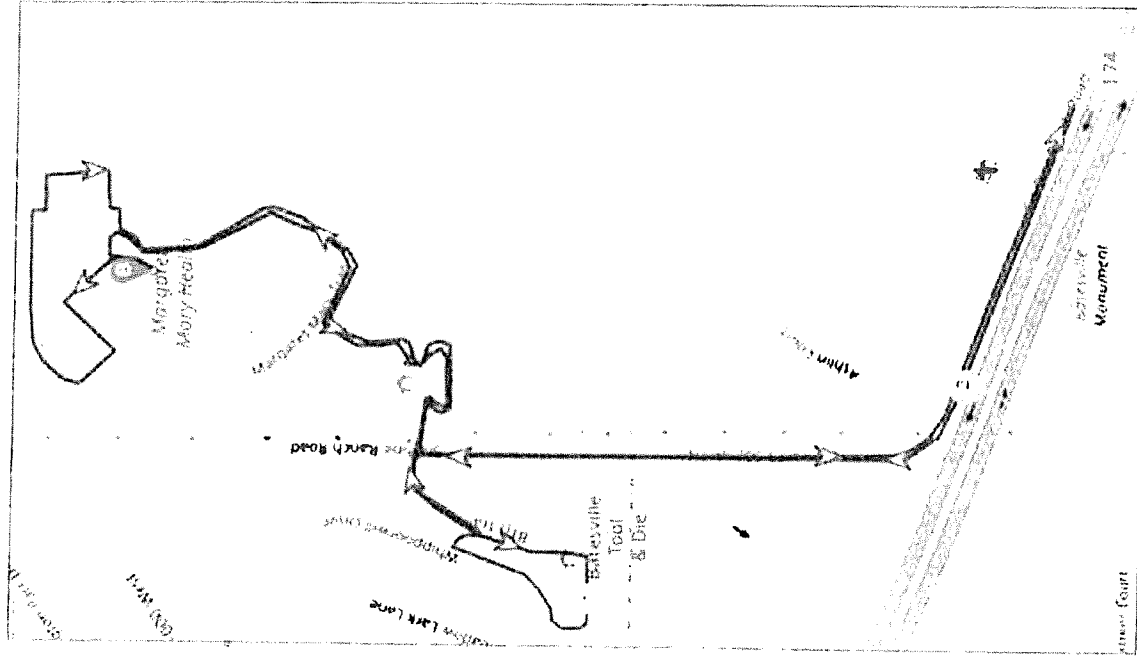
Life Safety Strategy:

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2026 Margaret Mary Health 5K Walks Safety Plan & Chain of Command

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- Turn right to go on the outside perimeter of the Cancer Center and Physician Center.
- Turn right in front of the Physician Center.
- Turn left to go on the MMH trail. Stay on the left side of the trail behind the Physician Center.
- Continue on MMH trail and go by Freedom Park.
- Cross Six Pine Ranch Road to Batesville Tool & Die Trail.
- Continue on Batesville Tool & Die Trail until you come back to Six Pine Ranch Road.
- Turn right on Six Pine Ranch Road. Go slightly past *Cosmepawlogy*. Turn around and head back down Six Pine Ranch Road to the entrance of Freedom Park.
- Turn right into Freedom Park and follow the trail to the left until it connects to the MMH trail.
- Stay on the MMH trail until you reach between the Cancer Center and Physician Center.
- Turn left and head back to the pavement which will take you to the finish line, near the Reflection Garden.



Andrea Wade

PD  FD  Street  Mayor 

From: Randy Streator <do-not-reply@batesvilleindiana.us>
Sent: Friday, January 30, 2026 10:54 AM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: 697cd42f24db9.zip

Event Name: St Louis Cardinal Crawl

Date of requested closure: 04/11/2026

Requested streets to be closed: No road closers but will be using sidewalks and the Batesville trail to Liberty Park from St Louis school. Route will be marked by cones and assistance will be needed to cross roads along route.

Time of requested closure: 9 -11 am

Organization: St Louis School

Contact:

Randy Streator

rstreator@gmail.com

812 212 0356

17 E Saint Louis Pl Batesville, IN 47006

Event Coordinator:

Secondary Event Coordinator:

Requested streets to be closed: No road closers but will be using sidewalks and the Batesville trail to Liberty Park from St Louis school. Route will be marked by cones and assistance will be needed to cross roads along route.

Additional Requests: Request Cones, Request Barricades, Request Police Traffic Assistance

Additional information: Request 35 cones and 4 barricades.

Certificate of Liability and Route Map (if applicable) are attached.

--

This e-mail was sent from the Street Closure Request form on the City of Batesville website.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Kathy Flanagan PHONE (A/C, No, Ext): 630-932-3400 FAX (A/C, No): 630-932-4223 E-MAIL ADDRESS: Kathleen_Flanagan@gbtpa.com														
INSURED Archdiocese of Indianapolis, Indiana 1400 N Meridian Street P.O. Box 1410 Indianapolis IN 46206	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B : Bishops Plan Trust</td><td></td></tr><tr><td>INSURER C : National Catholic RRG , Inc</td><td>10083</td></tr><tr><td>INSURER D : Fortegra Specialty Insurance Company</td><td>16823</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : Bishops Plan Trust		INSURER C : National Catholic RRG , Inc	10083	INSURER D : Fortegra Specialty Insurance Company	16823	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : National Catholic RRG , Inc	10083														
INSURER D : Fortegra Specialty Insurance Company	16823														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 443839443**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		RRG07820251 XS07820251	7/1/2025 7/1/2025	7/1/2026 7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
C C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		RRG07820251 XS07820251	7/1/2025 7/1/2025	7/1/2026 7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C C D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 500,000		RRG07820251 XS07820251 AURPE00208300	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	SP4067040 BP1018524R3	7/1/2025 7/1/2025	7/1/2026 7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Additional Insured status noted herein, coverage afforded by Form # TNC-G118 Rev. 01/01/12.

Proof of Insurance for use of property and streets for "Cardinal Crawl 5K Walk" on Saturday, April 11, 2026 by St. Louis School, 17 E. St. Louis Place, Batesville, IN 47006. The City of Batesville is named Certificate Holder and Additional Insured in connection with this event.

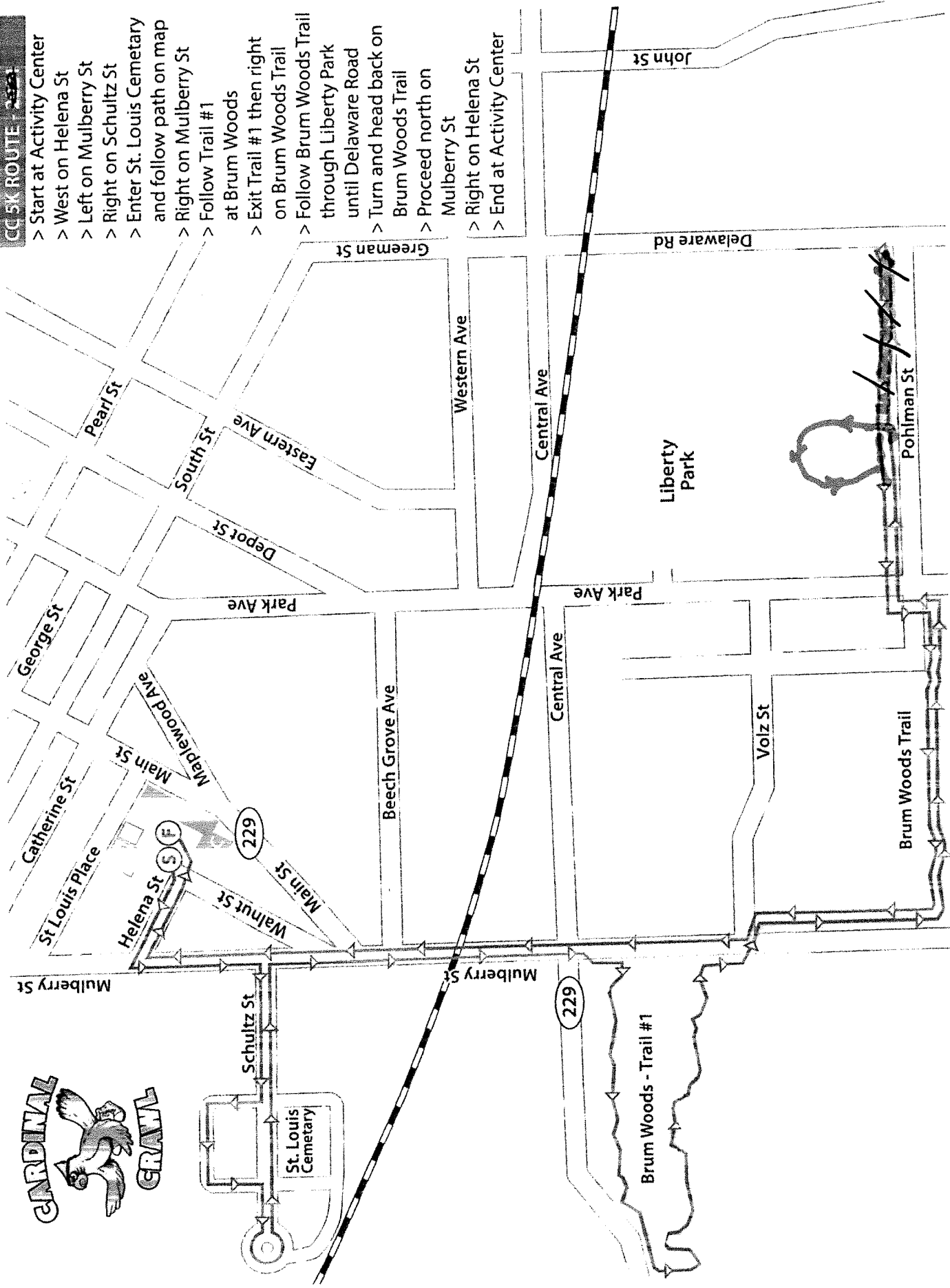
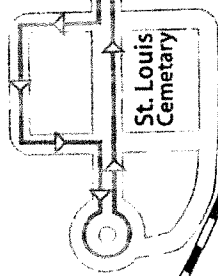
CERTIFICATE HOLDER**CANCELLATION**

City of Batesville
132 S. Main Street
Batesville IN 47006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CCSK ROUTE 2025

- > Start at Activity Center
- > West on Helena St
- > Left on Mulberry St
- > Right on Schultz St
- > Enter St. Louis Cemetery and follow path on map
- > Right on Mulberry St
- > Follow Trail #1 at Brum Woods
- > Exit Trail #1 then right on Brum Woods Trail
- > Follow Brum Woods Trail through Liberty Park until Delaware Road
- > Turn and head back on Brum Woods Trail
- > Proceed north on Mulberry St
- > Right on Helena St
- > End at Activity Center

2025



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines below. **By completing this form**, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Race starts at 9:00AM and street crossing will happen in the following order: Intersection of Pohlman St and Delaware Rd,

Route does a U turn at Pohlman St and Coonhunters Rd, Intersection of Pohlman St and S Park Ave

Crossing Mulberry Street at Crosswalk to Brum woods x2, Intersection of Pohlman Street and S Park Ave

Event: PATH Autism Awareness 5K Date/Time: April 18, 2026 9:00am

Contact: Sara Litmer Organization: Providers for Autism Treatment and Habilitation

Mobile Number: 812-569-6085 Address: 222 St Rd 129

Date request submitted: 1/21/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☒ Cones ☐ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing ☒ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 1/21/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MM

Fire Chief BP

Street SM

Mayor JJ

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: PATH Autism Awareness 5 K

Complete form and present to the Fire Chief for approval

Event Coordinator	<u>Sara Litmer</u>
Phone Number	<u>812-569-6085</u>
Secondary Event Coordinator	<u>Sonya Miller</u>
Phone Number	<u>812-593-8130</u>

Event Date: April 18, 2026

Parking Lot or Road Closures:

List areas and times of closures

Race starts at 9:00AM on the path between the reservoir and the basketball courts

and street crossing will happen in the following order: Intersection of Pohlman Street and S Park Ave

Crossing Mulberry Street at Crosswalk to Brum woods x2

Intersection of Pohlman Street and S Park Ave

Intersection of Pohlman Street and Delaware Road, Route does a U turn at Pohlman Street and Coonhunters Road

Intersection of Pohlman Street and Delaware Rd, Route ends at Liberty Park Entry between Resevior and Baseball Field

Equipment to be used:

List items used to close/block off parking lot/road
cones

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4

4-18-2026 PATH Autism Awareness 5K





Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines **below**. **By completing this form**, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

George St. From Amack's Well to Ison's. Parking lot next to Total Tech. Puppuccino is an outdoor dog event with vendors and live music.

Could we also get tables and chairs for the event??

Event: Puppuccino Date/Time: May 16th 12-2pm
Contact: Katie LaBolt Organization: Amack's Well
Mobile Number: 812 212 9608 Address: 103 E. George St.
Date request submitted: 2/2/26 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? ☒ YES ☐ NO

Please select the following, if needed:

- ☒ Cones
- ☒ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing
- ☐ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 2/2/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief WLM

Fire Chief BH

Street SM

Mayor JA

Site Safety Plan

Event: Puppuccino

Complete form and present to the Fire Chief for approval

Event Coordinator Katie LaBolt

Phone Number 812 212 9608

Secondary Event Coordinator _____

Phone Number _____

Event Date: May 16th

Parking Lot or Road Closures:

List areas and times of closures

George St from in front of Amack's Well to Ison's

Parking Lot Between Total Tech and George Street.

Equipment to be used:

List items used to close/block off parking lot/road

Barricades, cones

Request for tables and chairs if possible

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Jeannette Miller PHONE (A/C, No, Ext): 317-862-6641 FAX (A/C, No): 317-862-6644 E-MAIL ADDRESS: jmiller@vealinsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Mennonite Mutual Insurance Co INSURER B: First Comp INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00005950-0

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	400152042	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	MWC0159732-07	11/05/2025	11/05/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Batesville is named as additional insured. Event date May 16, 2026

CERTIFICATE HOLDER

CANCELLATION

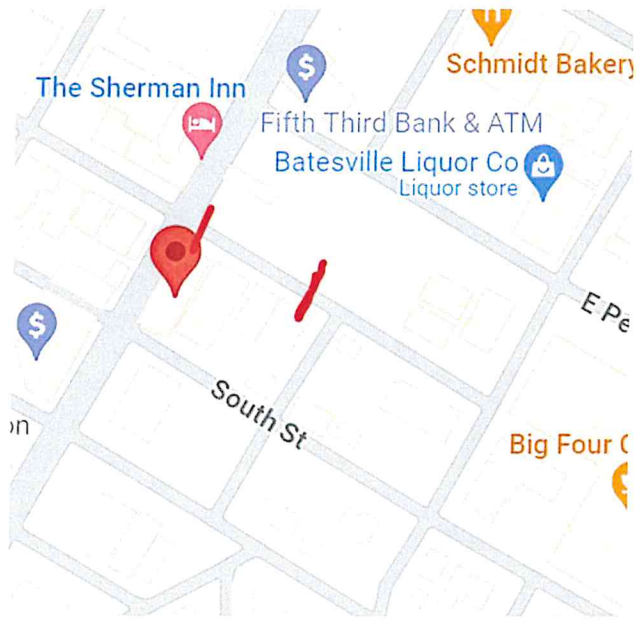
City of Batesville
132 S Main St
Batesville, IN 47006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JHM)

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Plan to block the street in front of Amack's Well down George Street right before Isons' Pizza.



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines below. **By completing this form**, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

See attached site plan. Parking lot will need to be blocked off from Sunday, May 3 for setup.

Lot will be vacated on Sunday, May 10. Ward School Parking Lot is needed from Sunday, May 3 - Sunday, May 10 for carnival vendors.

****CONES WILL BE NEEDED FOR BOTH LOCATIONS!**** Certificate of Liability will be available in March, 2026.

Event: Kiwanis Annual Carnival Date/Time: Thursday, May 7; Friday, May 8 (5-10pm)-Saturday, May 9 (1-9pm)
Contact: Dana Cassidy / Jackie Huber Organization: Batesville Kiwanis
Mobile Number: 812-212-0839 / 812-212-4911 Address: PO Box 4
Date request submitted: January 29, 2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan ****If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.**

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☒ Cones ☐ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing ☐ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 1/29/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MM

Fire Chief BH

Street LM

Mayor JA

Site Safety Plan

Event: Kiwanis Spring Carnival

Complete form and present to the Fire Chief for approval

Event Coordinator	<u>Jackie Huber</u>
Phone Number	<u>812-212-491</u>
Secondary Event Coordinator	<u>Dana Cassidy</u>
Phone Number	<u>812-212-0839</u>

Event Date: May 7, 8, 9

Parking Lot or Road Closures:

List areas and times of closures

Batesville Village Green / Shopping Village Parking Lot at the corner
of Boehringer, Main St, and E Pearl Streets.

Area needs to be closed off Sunday, May 3rd as setup will
take place on Monday - Wednesday. Event is scheduled for Thurs (May7)
and Fri (May 8) from 5pm to 10pm and Saturday (May 9) from noon to 11pm.
Lot will be vacated on Sunday (May 10).

Equipment to be used:

List items used to close/block off parking lot/road

Cones

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290		CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL: kiwaniscert@hylant.com ADDRESS:	FAX (A/C, No): 317-817-5151
INSURED Kiwani International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268		INSURER(S) AFFORDING COVERAGE INSURER A : Lexington Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 19437

COVERAGES**CERTIFICATE NUMBER:** 1688112255**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		013136005	11/1/2017	11/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		013136005	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013136005	11/1/2017	11/1/2018	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Kiwanis Carnival will be held in the municipal parking lot of the City of Batesville from Thursday, May 7, 2026 through Saturday, May 9, 2026. The name of the amusement company is Funtime Carnival, Inc. P.O. Box 53253 Cincinnati, OH 45253. Questions: contact Jerry Bennett, Club President at 812-212-9204 or by email at: gbennett0242@gmail.com

CERTIFICATE HOLDER

City of Batesville
132 South Main Street
Batesville, IN 47006

CANCELLATION

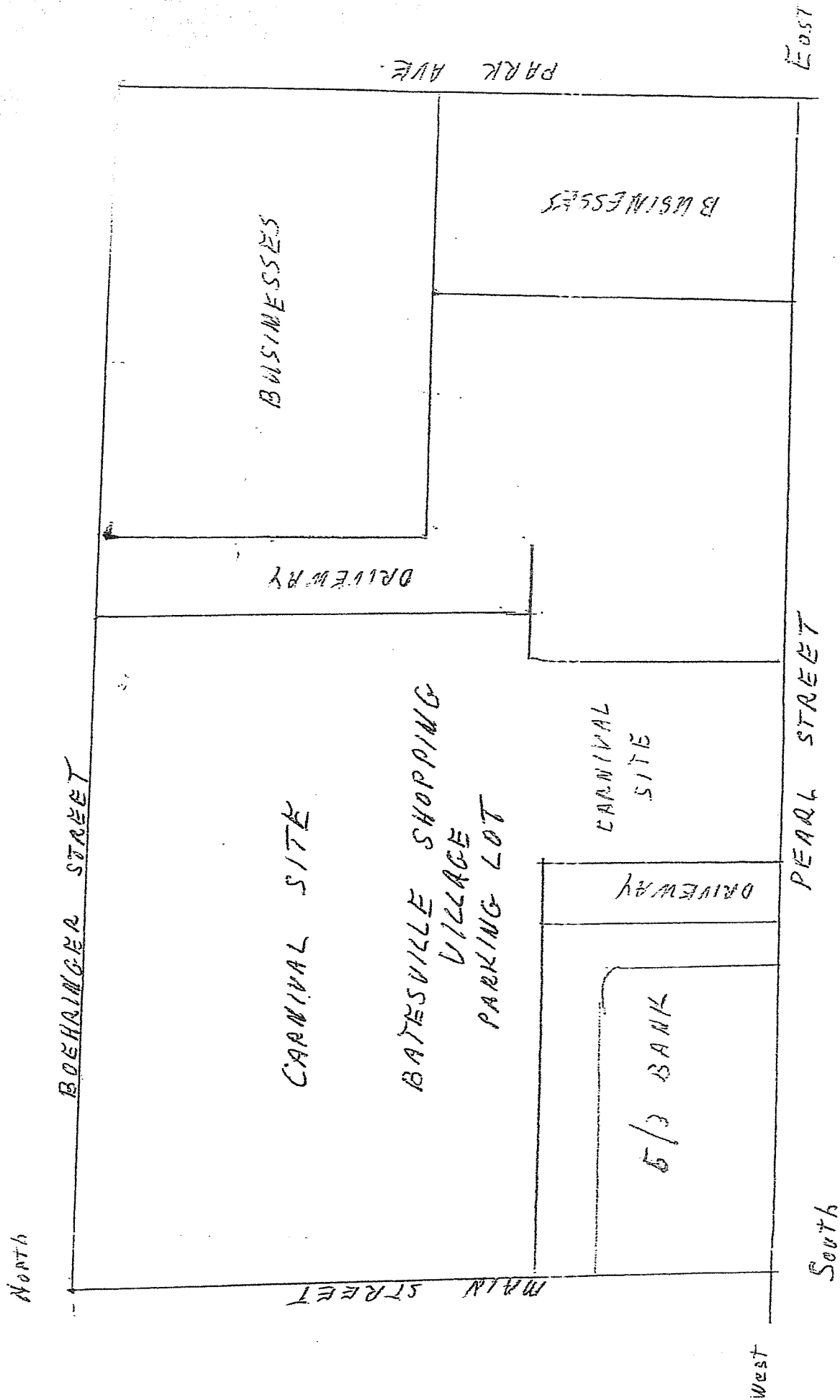
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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DOWNTOWN BATESVILLE





Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines below. By completing this form, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Columbus Avenue, between Mulberry St. and Huntersville - the entrance into the BIS Driveway.

Event: St. John's U.C.C. Picnic Date/Time: Sat. July 25, 2026
Contact: Rachel Davis Organization: St. Johns U.C.C.
Mobile Number: 812-290-4894 Address: 300 N Huntersville Rd
Date request submitted: 2/4/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? YES NO

Please select the following, if needed:

- ☐ Cones
- ☒ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing
- ☐ Police Traffic Assistance 2-Road Closure sign; 4 barricades; 10 cones

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 2/4/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief _____

Fire Chief BH

Street lm

Mayor JD

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: St. John's United Church of Christ Huntersville

Complete form and present to the Fire Chief for approval

Event Coordinator	<u>St. John's U.C.C Sunday School Board</u>
Phone Number	<u>812-934-4144</u>
Secondary Event Coordinator	<u>Rachel Davis</u>
Phone Number	<u>812-290-4894</u>

Event Date: July, 25th 2026

Parking Lot or Road Closures:

List areas and times of closures

Please allow closure for Columbus Ave, between Mulberry St and Huntersville Ave.
on 7/25/2026 from 3pm- 8:30pm

Equipment to be used:

List items used to close/block off parking lot/road

Road closure sign x2, road barricade x 8, cones x 10

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One South Jefferson Street Roanoke VA 24011	CONTACT NAME: PHONE (A/C, No, Ext): 800-283-1478 E-MAIL ADDRESS: ibccertificates@MarshMMA.com	FAX (A/C, No):
INSURED J000900 St. John UCC 300 N. Huntersville Road Batesville, IN 47006	INSURER(S) AFFORDING COVERAGE INSURER A : Lexington Insurance Company INSURER B : Lexington Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 19437 19437

COVERAGES

CERTIFICATE NUMBER: 1124511

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	011971558 048409888	1/1/2023 1/1/2023	1/1/2024 1/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Closure of Columbus Av. from Huntersville Rd. to Mulberry St. on July 22, 2023

CERTIFICATE HOLDER**CANCELLATION**City of Batesville
132 S. Main St.
Batesville IN 47066

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. Andrew Perry

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LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Batesville, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and HWC Engineering ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 2401682

Project Description: Construction Inspection – Emergency Vehicle Preemption in Batesville, IN

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"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; 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");

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 **December 31, 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 **\$44,030.40**.

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 Batesville
Attention: John Kuntz – City Engineer
132 South Main Street
Batesville, IN 47006

Notices to the CONSULTANT shall be sent to:

HWC Engineering, Inc.
Attn: Troy Swan, VP: Transportation and Construction Inspection Services
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

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:

City of Batesville
Attention: John Kuntz – City Engineer
132 South Main Street
Batesville, IN 47006

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents 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

 Signature

 (Print or type name and title)

Attest:

 Signature

 (Print or type name and title)
LOCAL PUBLIC AGENCY

 Signature

John Irrgang, Mayor

 (Print or type name and title)

 Signature

Johnathon Maple, Board of Works Member

 (Print or type name and title)

 Signature

Brad Dreyer, Board of Works Member

 (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:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) full time Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the INDOT and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

The full time RPR will take directions from and report to the INDOT's Area Engineer on all matters concerning contract compliance and administration.

The full time RPR will coordinate project activities with the LPA's Project Coordinator and INDOT's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the LPA detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the LPA, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LPA, State, and FHWA to review working details of the project. The LPA, State, and FHWA may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime RPR shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and INDOT by the fulltime RPR.
4. Cooperate: with the LPA in dealing with the various Federal, State, and Local agencies having jurisdictions over the project.

5. Assist: the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist: the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove the work as failing to conform the Contract Documents.
10. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request,

furnish copies of such a diary or log book to the LPA.

- c. Maintain for the LPA, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
13. Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the Contract.
15. Project Responsibility: The RPR will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended, all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with INDOT's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT, can not accept or perform any work, (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director: Any member of the board of directors of a corporation.

Officer: The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner: A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Standard Specifications and standard drawings applicable to the project
2. Plans of existing bridge within the project limits
3. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
4. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. 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.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

1. Pre-construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
2. Final Construction Records to District Construction Director within forty-five (45) days of the contractors last day of work.
3. Amended Final Construction Record as necessary to meet the requirements for Tree Plantings, and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"**COMPENSATION****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$44,030.40**, unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

Labor Classification	<u>Allowable Hourly Rates Per Year</u>			
	2025-26	2026-27	2027-28	2028-29
Senior Project Manager	\$240.46	\$249.36	\$258.59	\$268.16
Project Manager	\$188.43	\$195.40	\$202.63	\$210.13
Inspection Manager	\$194.73	\$201.94	\$209.41	\$217.16
Project Engineer I	\$160.79	\$166.74	\$172.91	\$179.31
Senior Inspector	\$150.19	\$155.75	\$161.51	\$167.49
Senior Inspector (overtime)	\$173.78	\$180.21	\$186.88	\$193.79
Construction Inspector I	\$127.29	\$132.00	\$136.88	\$141.94
Construction Inspector I (overtime)	\$147.28	\$152.73	\$158.38	\$164.24
Construction Inspector II	\$108.48	\$112.49	\$116.65	\$120.97
Construction Inspector II (overtime)	\$125.52	\$130.16	\$134.98	\$139.97
Landscape Architect I	\$131.43	\$136.29	\$141.33	\$146.56
Designer/Technician	\$110.55	\$114.64	\$118.88	\$123.28
Intern	\$73.96	\$76.70	\$79.54	\$82.48
Intern (overtime)	\$85.58	\$88.75	\$92.03	\$95.44
Clerical	\$118.07	\$122.44	\$126.97	\$131.67

*The projected rates for future years based on 3.1% ECI index as of 7/1/25. Actual rates charged for those years will be base rate multiplied by the approved ECI index for that given year. With a July 2026 letting, this job will not utilize 2025/26 rates. They are shown for information only.

*The base rates listed above shall be in effect from July 1 to June 30th of the corresponding year listed. Applicable rates following the base rate shall be adjusted annually effective July 1st of each subsequent calendar year. The adjusted change will be based on the Employment Cost Index (ECI) as issued by the U.S. Department of Labor.

1. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT.

expenses directly attributable to the Contract such as fares, mileage long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

2. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.
3. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.
4. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:

City of Batesville
Attention: John Kuntz, City Engineer
132 South Main Street
Batesville, IN 47006

2. The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.
3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 2 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.