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CONSULTING CONTRACT

Contract #00000000000000000000100652

This Contract ("this Contract") is made and entered into effective as of the date of approval by the Indiana Attorney General affixed to this Contract by and between the State of Indiana ("State"), acting by and through the Indiana Department of Transportation ("INDOT"), and Strand Associates, Inc. (the "CONSULTANT").

W I T N E S S E T H

WHEREAS, INDOT wishes to hire the CONSULTANT to provide Project Development Scoping Services SR 3 Pavement Replacement in Clark County, Des.: 2500451;

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:

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

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

SECTION III **TERM.** The term of this Contract shall be from the date of the Attorney General signature affixed to this Contract until July 20, 2031.

SECTION IV **COMPENSATION.** INDOT shall pay the CONSULTANT for the services performed under this Contract in accordance with **Appendix "D**" which is attached and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$1,149,812.07**.

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 INDOT, and shall deliver the work to INDOT in accordance with the schedule contained in **Appendix "C"** attached and made an integral part of this Contract.

SECTION VI **GENERAL PROVISIONS**

"Subconsultant" as used in this contract refers to a subcontractor of the CONSULTANT performing services under this contract.

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 the purpose of making inspection, audit, examination, excerpts and transcriptions by the recipient and sub recipient, as

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those terms are defined in 2 CFR §200.86 and §200.93 respectively, INDOT, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, and copies thereof shall be furnished free of charge, if requested. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, correspondence, 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 INDOT'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 INDOT, provided that the CONSULTANT gives written notice (including evidence of such assignment) to INDOT 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 and/or disadvantaged business enterprises must first be approved and receive written authorization of INDOT's the Consultant Selection Review Committee and INDOT's Economic Opportunity Division Director, respectively, or their respective designee.

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 IC 5-11-1, et seq. 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 INDOT 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

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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 INDOT. 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 INDOT and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to INDOT that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *Required State of Indiana Payments. Neither the CONSULTANT nor the CONSULTANT'S principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the CONSULTANT agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the CONSULTANT. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONSULTANT becomes current in its payments and has submitted proof of such payment to INDOT.*

ii. *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 INDOT of any such actions. During the term of such actions, CONSULTANT agrees that INDOT may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

iii. *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,

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rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iv. *Work Specific Standards.* The CONSULTANT and its SUBCONSULTANTS, 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 INDOT.

v. *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.

vi. *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 INDOT 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.

vii. *Debarment and Suspension of any SUBCONSULTANTS.* The CONSULTANT's SUBCONSULTANTS 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 of costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the State if any SUBCONSULTANT becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the SUBCONSULTANT for work to be performed under this Contract.

C. *Ethics.* The CONSULTANT and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq*., IC §4-2-7, *et seq*. and the regulations promulgated thereunder. **If the CONSULTANT has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the CONSULTANT shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CONSULTANT is not familiar with these ethical requirements, the CONSULTANT should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the CONSULTANT or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the CONSULTANT. In addition, the CONSULTANT may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

D. *Telephone Solicitation.* As required by IC 5-22-3-7: (1) the CONSULTANT and any principals of the CONSULTANT certify that (A) the CONSULTANT, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers**]**, (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the CONSULTANT will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law. (2) The

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CONSULTANT and any principals of the CONSULTANT certify that an affiliate or principal of the CONSULTANT and any agent acting on behalf of the CONSULTANT or on behalf of an affiliate or principal of the CONSULTANT: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

E. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(D), INDOT 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; or

iii. bar the CONSULTANT from contracting with the State of Indiana.

F. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT 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 INDOT. A determination by INDOT under this Section 7.F shall be final and binding on the parties and not subject to administrative review. Any payments INDOT 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 INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. INDOT will not pay for work not performed to INDOT'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 State 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 INDOT's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for INDOT under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by INDOT 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 INDOT 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. Prompt Payment. The CONSULTANT agrees to pay each subconsultant under this Contract for satisfactory performance of its contract no later than ten (10) business days from the receipt of each payment the CONSULTANT receives from INDOT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of INDOT. The explanation from the CONSULTANT shall be made in writing to INDOT.

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This clause applies to both DBE and non-DBE subconsultants. Failure to comply with this clause shall constitute a material breach of this Contract and may result in sanctions under this Contract.

11. Technology Security Standards. The State has robust and comprehensive security standards that permeate all levels of the organization. The Indiana Office of Technology (IOT) has been tasked with establishing and maintaining these security standards. The security standards include assessing security risks, developing, and implementing effective security procedures, and monitoring the effectiveness of those procedures. If the proposed solution involves information technology-related products or services, all such products or services are to be compatible with any of the technology standards found in Information Security Framework (https://www.in.gov/iot/iot-vendor-engagement/) that are applicable, including the assistive technology standard. Vendors will be required to sign a Non-Disclosure Agreement (NDA) to access the IOT Information Security Framework; Vendor's should review the IOT Information Security Framework, and ensure their proposed solution meets all standards therein.

12. 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 INDOT 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 INDOT 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; INDOT at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify INDOT in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

13. 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. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and approved by INDOT's Economic Opportunity Division.

14. Disputes

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A. Should any disputes arise with respect to this Contract, the CONSULTANT and INDOT agree to act promptly and in good faith to resolve such disputes in accordance with this Section 14. 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 INDOT 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 according to the following procedure:

i. The parties agree to resolve such matters through submission of the dispute to the Commissioner of the Indiana Department of Administration (or his or her designee) ("IDOA Commissioner"). The submission shall include a written description of the dispute, any supporting documentation and each party's respective recommended resolution of such dispute. The IDOA Commissioner shall make a written decision and mail or otherwise furnish a copy thereof to the CONSULTANT and INDOT within ten (10) business days after presentation of such dispute for action. The IDOA Commissioner's decision shall be final and conclusive unless either party provides a written notice of appeal to the Commissioner within ten (10) business days after receipt of the IDOA Commissioner's decision. Within ten (10) business days of receipt by the IDOA Commissioner of a written request for appeal, the IDOA Commissioner may reconsider its decision. The IDOA Commissioner may then choose to reconsider the determination and make a separate determination or may request that the parties submit to a mediation procedure. If the IDOA Commissioner chooses not to reconsider its decision or fails to respond within ten (10) business days, then the dispute may be submitted to an Indiana court of competent jurisdiction.

ii. The State may withhold payments on disputed items pending resolution of the dispute.

15. <u>Drug-Free Workplace Certification</u>.

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 Indiana Department of Transportation and the Indiana Department of Administration 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 State of Indiana for up to three (3) years.

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

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department

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of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the CONSULTANT and made a part of the contract or agreement as part of the contract documents.

C. 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 15.C.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 State within ten (10) days after receiving notice from an employee under subdivision 15.C.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 15.C.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 15.C.i through 15.C.v above.

16. **Employment Option**. If INDOT determines that it would be in the State's best interest to hire an employee of the CONSULTANT, the CONSULTANT will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

17. **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

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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.

18. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The CONSULTANT may seek recovery from the State for any amounts unpaid for Services rendered or goods delivered through the date of cancellation.

19. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. The parties acknowledge that the governing law includes I.C. 8-23-2-12.5. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

20. IC 8-23-2-12.5. With respect to liability and indemnification issues, this Contract is subject to IC 8-23-2-12.5.

21. Indemnification. The CONSULTANT agrees to indemnify the State of Indiana, INDOT, 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. 8-23-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12.5. INDOT shall not provide such indemnification to the CONSULTANT.

22. 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, employees or of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

23. Insurance - Liability for Damages.

A. Subject to I.C. 8-23-2-12.5, 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 INDOT. Acceptance of the Services by INDOT 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 INDOT 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 INDOT, or to notify INDOT of any errors or deficiencies which the CONSULTANT knew or should have known existed.

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B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with INDOT 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 State as a result of any negligent act, error or omission of the CONSULTANT, and for the State's losses or costs to repair or remedy construction. Acceptance of the Services by INDOT shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, from the date of the first authorization to proceed until INDOT's acceptance of the work product, at least the following minimum coverage. 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 State of Indiana, INDOT, 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 21 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 INDOT 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 INDOT 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, 12.8 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.

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2. The policy shall provide thirty (30) days notice of cancellation to INDOT.

3. The CONSULTANT shall name INDOT 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 INDOT.

3. The CONSULTANT shall name INDOT 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:

   i. United States Longshoremen & Harbor workers

   ii. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to INDOT.

4. The CONSULTANT or SUB-CONSULTANT shall name INDOT 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 INDOT.

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3. The CONSULTANT or SUB-CONSULTANT shall name INDOT as an additional insured.

24. **Progress Reports.** The CONSULTANT shall submit progress reports to INDOT upon request. The report shall be oral, in person or by phone, unless INDOT, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring INDOT that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

25. **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 Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

26. **Non-Discrimination**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The CONSULTANT covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The CONSULTANT certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONSULTANT or any SUBCONSULTANT.

B. CONSULTANT covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the CONSULTANT's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONSULTANT or any SUBCONSULTANT.

27. **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:

A. Notices to the State shall be sent to:

Contract Administrator
Indiana Department of Transportation
100 N Senate Avenue, Room N725
Indianapolis, IN 46204

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With a copy to:
Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204

B. Notices to the CONSULTANT shall be sent to:
Strand Associates, Inc.
629 Washington St
Columbus, IN 47201

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.

C. As required by IC 4-13-2-14.8, payments to the CONSULTANT shall be made via electronic funds transfer in accordance with instructions filed by the CONSULTANT with the Indiana Auditor of State.

28. 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, (2) attachments prepared by INDOT, (3) RFP document, (4) the CONSULTANT's response to the RFP document, and (5) attachments prepared by the CONSULTANT. All of the foregoing is incorporated fully by reference.

29. 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 INDOT and all such materials ("Work Product) will be the property of INDOT. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by INDOT. Use of these materials, other than related to contract performance by the CONSULTANT, without INDOT'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 INDOT 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".** INDOT acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

30. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the CONSULTANT in writing unless a specific waiver has been

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obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or Services that are the subject of this Contract except as permitted by IC 4-13-2-20.

31. **Penalties, Interest and Attorney's Fees**. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

32. **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.

33. **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.

34. **Status of Claims**. The CONSULTANT shall give prompt written notice to INDOT any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping INDOT currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204-2249

35. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the State of Indiana, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, identical to the form attached as **Appendix "E"** of this Contract, 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 INDOT for approval prior to performance of the Services by any SUB-CONSULTANT.

36. **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.

37. **Taxes**. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

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38. Termination for Convenience.

A. INDOT may terminate, in whole or in part, whenever, for any reason INDOT 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. INDOT will not be liable for Services performed after the effective date of termination.

B. If INDOT terminates or partially terminates this Contract for any reason regardless of whether for convenience or for default 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 INDOT. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to INDOT any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

39. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, INDOT 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 INDOT terminates this Contract in whole or in part, it may acquire, under the terms and in the manner INDOT considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to INDOT for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. INDOT shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and INDOT 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 14). INDOT may withhold from the agreed upon price for Services any sum INDOT determine necessary to protect INDOT against loss because of outstanding liens or claims of former lien holders.

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D. The rights and remedies of INDOT in this Contract are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by INDOT.** If the CONSULTANT believes INDOT is in default of this Contract, it shall provide written notice immediately to INDOT describing such default. If INDOT 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 *if Ordered by a court*, provided that if such cure is not reasonably achievable in such time, INDOT shall have up to one hundred twenty (120) days from such notice to effect such cure if INDOT 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 State or INDOT.

40. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of Services or consideration provisions of this Contract. Expenditures made by the CONSULTANT for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular.

41. 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 INDOT'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 INDOT in accordance with applicable law for all damages to INDOT caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

42. Work Standards/Conflicts of Interest.

A. The CONSULTANT shall understand and utilize all relevant INDOT standards including the 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.

B. The CONSULTANT agrees to comply with the "Indiana Department of Transportation Consultant Conflict of Interest Policy" (Conflict of Interest Policy) attached hereto as **Appendix "F"**. Failure to comply with the Conflict of Interest Policy may be grounds for INDOT to terminate this Contract under either Section 38 (Termination for Convenience) or Section 39 (Termination for Default) at INDOT's discretion.

43. 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.

44. Employment Eligibility Verification

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As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the CONSULTANT swears or affirms under the penalties of perjury that the CONSULTANT has not knowingly employed, and will not knowingly employ, an unauthorized alien. The CONSULTANT further affirms that:

A. The CONSULTANT has enrolled in, and verified the work eligibility status of all his/her/its 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.

B. The CONSULTANT has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The CONSULTANT has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the CONSULTANT subsequently learned or learns is an unauthorized alien.

C. The CONSULTANT has required and shall require his/her/its SUBCONSULTANTS, who perform work under this Contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT 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 SUBCONSULTANT and to provide any and all such certifications to the State promptly upon request.

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

45. Prohibited Telecommunications and Video Surveillance Equipment and Services.

A. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the CONSULTANT is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

1. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
2. Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The CONSULTANT shall be responsible to ensure that any SUBCONSULTANTS are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

B. As a condition precedent to entering into this contract and as required by I.C. 1-1-15, I.C. 1-1-16, and Executive Order 25-64, the CONSULTANT swears or affirms under penalties of perjury that CONSULTANT, its holding companies, affiliates, or subsidiaries, are not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act;
2. Listed in Section 1260H of the 2021 National Defense Authorization Act;
3. Owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's (USDOC) foreign adversaries list under 15 C.F.R. 791.4; and

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4. Included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury's Office of Foreign Asset Control (OFAC).

The State may terminate this agreement if the State becomes aware that the CONSULTANTS, its holding companies, affiliates, or subsidiaries are added to one of the lists in B.1 or B.2 or meet one of the criteria in B.3 or B.4 of this section.

46. 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 and Acceptance

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

Agreement to Use Electronic Signatures

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

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

Strand Associates, Inc.

By: Signed by: Joseph M. Bunker 80EAD785BE9D427...

Title: Corporate Secretary

Date: 5/7/2026 | 13:52 PDT

Indiana Department of Transportation

By: Signed by: Louis Feagans 5A031E2F88474C1...

Title: Deputy Commissioner of Capital Program

Date: 5/7/2026 | 19:01 PDT

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

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APPENDIX "A"

Services to be furnished by the 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 (INDOT or Department) and Federal Highway Administration (FHWA).

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Project Management
0.0 Project Management

Task 2 Project Intent and System Planning
1.3 Engineer's Report

Task 3 Environmental Services
5.2 Environmental Documentation/Categorical Exclusion (CE)
5.4 Ecological Surveys
5.9 Archaeological Investigations
5.10 Historical/ Architectural Investigations
5.15 Red Flag Investigation

Task 4 Topographical Survey Data Collection
6.1 Topographical Survey
6.3 Location Control Route Survey

Task 5 Geotechnical Services
7.1 Geotechnical Exploratory Field and Laboratory Testing Services (PE)
7.2 Geotechnical Engineering (PE)

Task 6 Roadway Design and Plan Development
8.1 Road Design and Plans
8.2 Maintenance of Traffic
8.2.1 Maintenance of Traffic or Pedestrian & Sidewalks
8.3 Transportation Management Plan (TMP)

Task 7 Traffic Signal Design
10.1 Traffic Signal Design

Task 8 R/W Acquisition Services
12.2 Title Research

Task 9 Utility Coordination Services
16.1 Utility Coordination Services

Task 10 Hydraulic Engineering
17.3 Storm Sewer Hydraulic Design
17.5 Detention Hydraulic Design

Task 11 Pavement Analysis—Design Services
18.1 Pavement Analysis—Design Services

Task 12 Other
25.3 Subsurface Utility Engineering Services

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Task 1 Project Management

0.0 Project Management

The CONSULTANT shall provide project planning and monitoring of project progress and schedule, staff scheduling, client coordination, subconsultant coordination, daily staff assignments, and technical services for compliance with the Contract scope of services, schedule, and budget.

The CONSULTANT shall prepare up to 36 regular monthly progress reports and prepare invoices with supporting documentation, as needed.

The CONSULTANT shall attend up to six meetings with the INDOT project manager.

Task 2 Project Intent & System Planning

1.3 Engineer's Report

The CONSULTANT shall prepare an engineer's report for the project in accordance with Section 3-3.01 of the INDOT Engineering Assessment Manual. Tasks include:

1. Evaluate up to 70 existing sidewalk curb ramps.
2. Analysis of existing and proposed hydraulic characteristics.
3. Summary of analysis of up to two storm sewer and detention alternatives.
4. Evaluate speed calming measures north of CR 403.
5. Evaluate pedestrian crossing near Pleasant Street.
6. Evaluate intersection alternatives at the intersection of SR 3 and Monroe Street/ Edgewood Drive.
7. Evaluate access control for the corridor.

Task 3 Environmental Documentation

5.2 Environmental Documentation/Categorical Exclusion (CE)

The CONSULTANT shall prepare the project environmental documentation in accordance with the INDOT CE Manual (February 1, 2021). Specific tasks include:

1. Conduct one site review to document existing conditions.
2. Attend the initial site meeting.
3. Conduct early coordination with regulatory agencies.
4. Initial communication with agencies to determine Section 4(f) resource impacts.

Items Specifically Not Included

1. CE document preparation.
2. A commitments database.
3. Adverse impacts to endangered/threatened species.
4. Special studies such as noise, air, or karst studies.
5. Onsite meetings with regulatory agencies (state or federal).
6. Additional documentation due to design changes resulting in a change in impacts on resources after CE approval. This includes Notes to File and/or Additional Information

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documents.

5.4 Ecological Surveys

The CONSULTANT shall provide Ecological Surveys including Wetland Delineation and Waters of the United States Determination in accordance with United States Army Corps of Engineers (USACE) standards.

The CONSULTANT shall prepare a Preliminary Jurisdictional Determination for water resources identified within the project area.

The CONSULTANT shall conduct one Bat and Bird Inspections, and upload documentation into the United States Fish and Wildlife (USFWS) Information for Planning (IPaC) for USFWS review and concurrence. Bat and Bird Inspections are valid for two years.

Items Specifically Not Included

1. On-site meetings with regulatory agencies (state or federal).
2. Preparation and coordination of an Approved Jurisdictional Determination.
3. Bat guano collection and testing which, if needed, will require an amendment for additional services.

5.9 Archaeological Investigation

The CONSULTANT shall conduct an Archaeological Records Review for the project area to review resources that may have been previously documented.

The CONSULTANT shall prepare an Archaeological Phase Ia Reconnaissance Survey within the limits of disturbance to review potential impacts of the project to subsurface features of historic, or precontact, significance. This report shall be submitted to the INDOT Cultural Resources Office (CRO) for review and approval. Criteria specific to the survey include:

1. The Phase Ia survey will focus on areas in undisturbed soil within the project limits including temporary or permanent R/W.
2. Background research will be prepared using the Indiana State Historic Architectural and Archaeological Research Database (SHAARD) and Indiana SHAARD GIS records.
3. The survey will be conducted on private property. No federal or state permits are anticipated.
4. Phase Ia field survey methodology will be determined according to ground conditions at the time of the survey. Based on a review of current land use (woodland and residential lots), ground cover, and topography, it is anticipated that the survey will consist of 60 percent shovel testing and 40 percent pedestrian survey of the project area.
5. Preliminary background research identified 11 archaeological sites in the area surrounding the project.
6. The sensitivity of the project area for historic-era resources is moderate. A review of historic exhibits and aerial imagery indicates that the sites mainly consisted of small precontact camps and isolated finds.
7. One new archaeological site may be identified within the project area and up to 50 artifacts may require analysis.

Items Specifically Not Included

1. Changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
2. Geomorphological assessment or deep testing.
3. Phase II National Register of Historic Places Testing or Phase III Data Recovery.
4. On-site meetings with regulatory agencies (state or federal).

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5.10 Historical/ Architectural Investigation

The CONSULTANT shall provide Section 106 consultation in accordance with the National Historic Preservation Act of 1966. Documentation will be submitted for approval in accordance with the INDOT CRO Manual.

Due to the project scope, the Minor Projects Programmatic Agreement—Category B may apply. The CONSULTANT may prepare a Section 1 form and submit it to INDOT CRO for review and approval.

Items Specifically Not Included

1. Changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
2. Preparation of an Individual Section 4(f) Evaluation.
3. Preparing, organizing, or hosting a consulting party meeting and presentation. It is not anticipated that one will be needed for the purposes of this project.
4. Documentation relating to a Full Section 106 review, an Effects Report or Adverse Effect finding (including a Memorandum of Agreement), or other special study requested by INDOT CRO or the Indiana State Historic Preservation Officer (SHPO).
5. Preparation of, or documentation and investigation for, a Section 2 or Section 3 form requested by INDOT CRO.

5.15 Red Flag Investigation

The CONSULTANT shall conduct Red Flag Investigation in accordance with INDOT policies and procedures.

Items Specifically Not Included

1. Additional sites and/or testing.

Task 4 Topographical Survey

6.1 Topographical Survey

The CONSULTANT shall perform a topographic survey in accordance with Indiana Code (I.C.) 25-21.5, 865 Indiana Administrative Code (I.A.C.) 1-12, and the Indiana Design Manual (IDM). If there is conflict between I.C. 25-21.5, 865 I.A.C. 1-12, and the IDM; the order of precedence shall be:

1. I.C. 25-21.5
2. 865 I.A.C. 1-12
3. IDM

The topographic survey will be provided for the project limits including:

1. A length of 3,000 feet along the alignment of SR 62 from 1,000 feet west of the intersection of SR 3 to 2,000 feet east of the intersection of SR 3.
   A length of 500 feet along the alignment of Grace Avenue from the intersection of SR 62 to the Wilson Education Center driveway approach.
2. A length of 1,000 feet along the alignment of SR 3 from the intersection of SR 62 to the intersection of High Street.
3. The intersection of SR 3 and Clark Road

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4. The intersection of SR 3 and Denham Lane.
5. The intersection of SR 3 and Monroe Street.
6. The intersection of SR 3 and Pleasant Street.
7. 70 sidewalk curb ramps along the alignment of SR 3 from the intersection of SR 62 to River Crossing driveway approach.
8. 12 overhead sign structures along the alignment of SR 3 from the intersection of SR 62 to River Crossing driveway approach.
9. A width of 250 feet, including approximately 125 feet to each side of the alignment.
10. Subsurface Utility Engineering marked locations.

The CONSULTANT shall provide INDOT with survey information relative to the project, as specified in the IDM, including Deeds of Record, subdivision plats, survey plats, section corner location information, highway drawings, and section or auditor plats for properties that are to be obtained within the project limits, as available.

The signature, seal, date and registration number of the land surveyor registered in the State of Indiana, who was in responsible charge of the survey shall be affixed to the Survey Book submitted to INDOT, along with surveyor's current contact information.

Electronic survey data submittals shall be in a format that is compatible with software standards in accordance with the IDM.

6.3 Location Control Route Survey

The CONSULTANT shall prepare a location control route survey (LCRS) plat for the project limits to provide a basis of describing R/W needed for the project and have the LCRS plat recorded at the county recorder's office.

Task 5 Geotechnical Services

7.1 Geotechnical Exploratory Field and Laboratory Testing Services (PE)

The CONSULTANT shall perform subsurface soils investigation in accordance with IDM, Chapter 107, and most current Geotechnical Design Manual to support pavement design services. Specific tasks include:

1. Provide up to seven roadway borings, less than fifteen feet each in depth, with pavement cores.
2. Provide up to forty-eight pavement cores in the existing pavement.

The CONSULTANT shall provide a laboratory testing program in accordance with INDOT standards to characterize the subsurface conditions anticipating up to a three span structure supported on deep or shallow foundations.

Items Specifically Not Included

1. Geotechnical evaluation of drainage elements, traffic signals, and intersection improvements.

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7.2 Geotechnical Engineering (PE)

The CONSULTANT shall provide a geotechnical report that summarizes observations and laboratory test results, and provides geotechnical considerations to support the pavement design parameters.

Items Specifically Not Included

1. Geotechnical evaluation of drainage elements.

Task 6 Road Design and Plan Development

8.1 Road Design and Plans

The CONSULTANT shall develop road drawings for roadway construction in accordance with the Standard Specifications, Standard Drawings, Recurring Special Provisions and Plan Details, Special Provision Technical Advisories, Design Memoranda, and the IDM. Deliverables shall be in accordance with the IDM, Chapter 14-2.0, for Plan Submittals up to and including Stage 1. The following scope items are anticipated to be included in the sidewalk plan drawings:

1. Roadway reconstruction along the alignment of SR 3 from the intersection of SR 62 to the intersection of Pike Street. Reconstruction is anticipated to include the approaches of SR 62 and Pike Street.
2. Intersection improvement at SR 3 and Monroe Street.
3. Traffic calming measures on SR 3 from CR 403 to the northern city limit of the City of Charlestown.
4. Access control measures on SR 3 from the intersection of SR 62 to the northern city limit of the City of Charlestown.
5. 1-inch mill and overlay treatment along the alignment of SR 3 from the intersection of Pike Street to the northern city limit of the City of Charlestown.
6. Design of up to 70 curb ramps.
7. Removal of up to 12 overhead sign structures.
8. 100 feet of curb replacement in the southeast quadrant of the intersection of SR 3 and Denham Lane.
9. Communication with the City of Charlestown.
10. Address stage 1 submission review comments.
11. An initial field check (IFC) is included.

Items Specifically Not Included

1. IDM deliverables beyond Stage 1.
2. No seals shall be affixed to drawings or specifications.
3. Level 1 or 2 Design Exceptions.

8.2 Maintenance of Traffic (MOT)

The CONSULTANT shall develop a preliminary MOT plan in accordance with IDM Chapter 503; the Indiana Manual for Uniform Traffic Control Devices (IMUTCD); and the Indiana Standard Specifications, Standard Drawings, and Design Memoranda. The MOT plan for each scope item is anticipated to consist of:

1. Phased construction with lane closures for the roadway reconstruction.
2. Single lane closures and flagging operations for the overlay treatment, curb replacement, and sidewalk curb ramps.

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8.2.1 Maintenance of Traffic (MOT) for Pedestrian & Sidewalks

The CONSULTANT shall develop a pedestrian MOT conceptual design for up to 70 curb ramps, in accordance with IDM Chapter 503; the Indiana Manual for Uniform Traffic Control Devices (IMUTCD); and the Indiana Standard Specifications, Standard Drawings, and Design Memoranda. The MOT plan for the curb ramps is expected to consist of temporary runarounds, mid-block crossings, detours, and closures.

Items Specifically Not Included

1. Plan sheets for curb ramp MOT.
2. Communication with the Technical Advisory Committee (TAC).

8.3 Transportation Management Plan (TMP)

The CONSULTANT shall develop a draft abbreviated TMP for a non-significant project, which shall include the following:

1. Project Summary.
2. Stage 1 MOT sheets.
3. Determination of Significant Work Zone Impact worksheet. The project is anticipated to be non-significant.
4. Traffic Control Plan Checklist

Items Specifically Not Included

1. A Significant TMP.

Task 7 Traffic Signal Design

10.1 Traffic Signal Design

The CONSULTANT shall develop traffic signal detail sheets in accordance with IDM, Chapter 502; the IMUTCD; and the Indiana Standard Specifications, Standard Drawings, and Design Memoranda, which shall include: Traffic signal modernization at two signalized intersections are anticipated.

1. Installation of signal back plates at two existing signalized intersections.
2. Design of one Rapid Reflecting Flashing Beacon (RRFB).
3. Design of one High-Intensity Activated Crosswalk (HAWK) with pedestrian refuge island.
4. Replacement of traffic signal loops and detector housings for overlay.
5. Signal Modernization at the intersection of SR 3 and Clark Road, including a new signal cabinet and new strain poles.
6. Signal modernization at the intersection of SR 3 and Denham/ Park, including a new signal cabinet on a new foundation.

Items Specifically Not Included

1. Traffic Signal Modernization at the intersection of SR 3 and CR 403/ SR 160.
2. New strain poles at the intersection of SR 3 and Denham/ Park.

Task 8 R/W Acquisition Services

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12.2 Title Research

The CONSULTANT shall provide Title and Encumbrance Reports, as follows, for up to fifteen parcels from which permanent or temporary R/W may be acquired.

1. Preparation of Title and Encumbrance Reports—Permanent R/W
    a. Cover Sheet
        i. The Title and Encumbrance Report cover sheet shall follow the format shown below.
        ii. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, R/W Code Number, Parcel Number, Road Number, Des. Number, and the name of the presumptive fee owner as shown on the R/W plans.
        iii. A brief legal description shall be provided including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
        iv. The record owner(s), as of the certification date, shall be identified as shown in the instrument vesting title in them. The address of the record owner(s) and recording information shall also be provided.
        v. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
        vi. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
        vii. The cover sheet shall include the certification statement shown below. The CONSULTANT performing the search shall sign and date the cover sheet.

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TITLE AND ENCUMBRANCE REPORT

Indiana Department of Transportation
Real Estate Division

RW Code: **Parcel:** **County:** **Pol. Twp.:**

Project: **Road:** **Des. No.**

Name on Plans:

Description or Addition Number	Sec.	Twp.	Rge.	Acreage	Assessed Values Land	Improve.	Key

LAST OWNER OF RECORD

Name:

Address:

Title Acquired By:

MORTGAGE RECORD

Mortgage Record: **Page:** **Amount:** **Dated:**

Mortgagor:

Mortgagee:

Judgments: **Easements:**

Taxes: **Taxes are current.**

CERTIFICATE

I certify that I have searched the records of the above-named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.

DATED: _____ **SIGNED:** _____
CONSULTANT

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b. Caption

Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section 1.d. for more information pertaining to the caption.

c. Contiguous Property

A statement regarding contiguous property shall follow the caption identification. See Section 1.e. for more information pertaining to contiguous property.

d. Chain of Title

i. The chain of title shall be presented as entries which address conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.

ii. The chain of title shall begin with the first conveyance of the caption property which falls at least 20 years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.

iii. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following: grantor, grantee, type of conveyance or legal action, and recording information.

iv. Sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In addition, instruments referred to in the caption description or required to define the caption description shall be copied and attached.

v. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished including the complete metes and bounds description, dedication, approvals and certificates, etc. One legible copy of the subdivision plats for other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.

vi. In the event that the last conveying instrument contains an incomplete or faulty legal description, the CONSULTANT shall make a note to that effect.

vii. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.

viii. Easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.

ix. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, subsequent assignments shall be shown.

x. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the Key number (with each tract identified, if applicable), and the amount and current status of the taxes.

xi. Defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

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e. Contiguous Property

i. A search for contiguous property is required for INDOT's Engineering and Condemnation procedures.

ii. Contiguous property is property that is owned by the same entity as the caption and also 1) has unity for use with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.

iii. Property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect), has been sold off (requiring a copy of the instrument of conveyance), or is beyond a one-mile radius of the caption property (requiring a statement to that effect).

iv. Property that is known to have unity of use with the caption property shall be shown as contiguous property.

v. Property that is indicated on the plans supplied by INDOT as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.

vi. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.

vii. No liability shall be incurred by the CONSULTANT regarding contiguous property.

f. Auditor/Assessor Plats

The CONSULTANT shall provide one copy of the Auditor's or Assessor's plat(s) which cover(s) the project area and one copy of any applicable subdivision plat(s).

g. General

i. Each Title and Encumbrance Report and the attachments thereto shall be submitted in duplicate.

ii. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.

iii. The CONSULTANT agrees to testify in court in behalf of the State on title work prepared under this Contract should it be required to do so by INDOT. In consideration for actions taken by the CONSULTANT, INDOT will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

iv. The CONSULTANT agrees to follow accepted principles and techniques, as shown, and necessary interpretation of these furnished by INDOT. A parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.

2. Preparation of Title and Encumbrance Reports—Temporary R/W

a. Cover Sheet

i. The cover sheet shall follow the format as found in the certification statement shown above with the words "TEMPORARY R/W" added to the title.

ii. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, R/W Code Number, Parcel Number, Road Number, Des. Number, and the name of presumptive fee owner as shown on the R/W plans.

iii. A brief legal description shall be provided including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.

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iv. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.

v. No mortgage search is required for temporary R/W.

vi. No judgment or easement searches are required for temporary R/W.

vii. The status of the taxes shall be noted on the cover sheet.

viii. The cover sheet shall include a certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The CONSULTANT performing the search shall sign and date the cover sheet.

b. Caption

Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified with instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section 1.d. for more information pertaining to the caption.

c. Contiguous Property

A statement regarding contiguous property shall follow the caption identification. See Section 1.e. for more information pertaining to contiguous property.

d. Taxes

The Key number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

e. General

i. The CONSULTANT shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.

ii. Each Title and Encumbrances Report and attachments thereto shall be submitted in duplicate.

3. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following in duplicate:

a. A cover sheet which identifies changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.

b. Copies of documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Task 9 Utility Coordination

16.1 Utility Coordination Services

The CONSULTANT shall have an INDOT-certified Utility Coordinator perform utility coordination for up to ten utilities (as listed in the Design Ticket provided by INDOT) in accordance with the following:

1. Utility coordination activities, as presented during Utility Coordinator Certification Training.
2. 105 IAC 13 Utility Facility Relocations on Construction Contracts.
3. IDM Chapter 104 Utility Coordination.

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4. INDOT Accommodation Policy.
5. FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects.

The CONSULTANT shall provide utility coordination services under the direction of an INDOT Oversight Agent who coordinates with the INDOT Project Manager up to and including Conflict Analysis.

The CONSULTANT shall update INDOT's Utility Management Services for the project.

Items Specifically Not Included

1. Work Plan request and processing.
2. Utility Certification Form.
3. Special Provisions.
4. Monitoring of utility relocations, materials, and Build America Buy America Act compliance during construction.
5. Reimbursable utility relocations.

Task 10 Hydraulic Engineering

17.3 Storm Sewer Hydraulic Design

The CONSULTANT shall perform hydraulic calculations to estimate the drainage area and design a storm sewer system along the alignment of SR 3 from the intersection of SR 62 to the intersection of Pike Street in accordance with IDM Chapter 203 and the Office of Hydraulics guidelines. The storm sewer is anticipated to outlet along SR 62. The storm sewer system design is anticipated to include new storm sewer structures, open ditches, and outlet structures. Specific Tasks include:

1. Attend the initial site visit.
2. Design the storm sewer system to Stage 2 requirements in accordance with IDM, Chapter 14-2.01(08). Up to two alternatives are included.
3. Communicate with the Office of Hydraulics. Up to four meetings are included.
4. Communicate with the Seymour District. Up to two meetings are included.

The CONSULTANT's responsible registered professional engineer shall affix their seal to all hydraulic and storm sewer calculations.

Items Specifically Not Included

1. Hydraulic and storm sewer design beyond Stage 2 requirements.

17.5 Detention Hydraulic Design

The CONSULTANT shall perform hydraulic calculations to evaluate and design storm water detention features for the storm sewer system along the alignment of SR 3 from the intersection of SR 62 to the intersection of Pike Street in accordance with IDM Chapter 203 and the Office of Hydraulics guidelines. Specific Tasks include:

1. Compute hydrologic parameters and perform a hydraulic evaluation.
2. Design the detention to Stage 2 requirements in accordance with IDM, Chapter 14-2.01(08). Up to two alternatives are included.
3. The CONSULTANT's responsible registered professional engineer shall affix their seal to all hydraulic and storm sewer calculations.

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Items Specifically Not Included

1. Hydraulic design beyond Stage 2 requirements.

Task 11 Pavement Analysis-Design Services

18.1 Pavement Analysis-Design Services

The CONSULTANT shall prepare a pavement design in accordance with Part 6 of the IDM and applicable memoranda.. Specific Tasks include:

1. Visual pavement distress survey.
2. Development of a patching table.
3. Evaluation of up to two pavement alternatives.
4. Preparation of pavement design report

Task 12 Other

25.3 Subsurface Utility Engineering (SUE) Services

The CONSULTANT shall provide subsurface utility engineering services in accordance with the American Society of Civil Engineers' (ASCE) 38-22 and including the following:

1. Up to 44,630 linear feet of ASCE Quality Level B utility information to show the approximate horizontal position of utilities in the project area.
2. Up to 35 Quality Level A test holes at locations where design conflicts are anticipated with the existing utilities.
3. Up to one-half day of Ground Penetrating Radar (GPR).

Project Criteria and Exclusions

1. Traffic data and crash history will be provided by INDOT.
2. Traffic counts at Monroe Street will be provided by INDOT.
3. Permitting is not included.
4. Railroad Coordination services will be provided by INDOT.
5. Public hearings or public information meetings are not included.
6. Right of Way engineering and acquisition services are not included.
7. Construction related services are not included.
8. A Preliminary Field Check Meeting is not included.

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APPENDIX "B"

Information and Services to be furnished by INDOT, if available:

1. Available data from the transportation planning process
2. All written views that are received by INDOT pertinent to the environmental studies.
3. Access to INDOT records regarding plans, field notes, project correspondence, and right-of-way grants and deeds located within the project area
4. Existing bridge and/or road plans
5. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
6. Standard specifications and standard drawings applicable to the project
7. State of Indiana forms and manuals required for the project

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APPENDIX "C"

Schedule:

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

All work by the CONSULTANT under this Contract shall be completed and delivered to INDOT for review and approval within the following approximate time periods. Variations from this schedule may be agreed upon by the INDOT project manager and the CONSULTANT.

Stage 3 Plan Submission	due 152 days prior to RFC
Tracings	due 30 days prior to RFC
Anticipated Ready for Contracts (RFC)	April 17, 2030

Approved applicable permits, such as IDEM 401 Water Quality Certification, USACE 404 Permit, and Rule 5 with documentation, will be due seven (7) months prior to the scheduled Ready for Contracts date.

The CONSULTANT will keep the tracings until a time four (4) months prior to the scheduled letting.

Construction Changes

a. Questions, clarifications, or corrections requested by INDOT construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of INDOT's request.

b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of INDOT's notice to proceed.

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APPENDIX "D"

Compensation

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed $1,149,812.07 (Section 2 - $1,092,359.07; Section 3 - $57,453.00).
2. The CONSULTANT will be paid for the following services described in Appendix "A" on a lump sum basis. Payment will be in accordance with the following fee schedule:

Project Management	$ 43,400.00
Engineer's Report	$199,700.00
Archaeological Investigation	$ 13,100.00
Ecological Surveys	$ 24,600.00
Environmental Documentation - CE	$ 19,200.00
Historical/Architectural Investigation	$ 8,100.00
Red Flag Investigation	$ 11,000.00
Location Control Route Survey	$ 18,100.00
Topographical Survey	$ 75,900.00
Geotechnical Engineering (PE)	$ 13,321.21
Maintenance of Traffic	$ 35,400.00
Maintenance of Traffic for Pedestrian & Sidewalks	$ 17,100.00
Road Design and Plans	$254,400.00
Traffic Management Plan	$ 3,300.00
Traffic Signal Design	$ 27,500.00
Utility Coordination	$ 36,900.00
Detention Hydraulic Design	$ 65,600.00
Storm Sewer Hydraulic Design	$ 62,100.00
Pavement Analysis-Design Services	$ 13,967.86
Subsurface Utility Engineering Services	$149,670.00

For each lump sum item, the CONSULTANT will be paid based on the percentage of work performed. The CONSULTANT shall show computation of the completion percentage of each item. If a portion of work is completed for an item, then the CONSULTANT shall bill only for that work completed.

3. The CONSULTANT will be paid for the following services described in Appendix "A" on a unit price basis: 7.1 Geotechnical Services, not to exceed $43,853.00 and 12 Right of Way Acquisition Services Category, not to exceed $13,600.00. Payment will be in

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accordance with the following fee schedules, including those distributed with the Notice to Proceed communication. (The quantities of units are an estimate.)

Unit Cost Item		Quantity	Unit Price	Total
12	Right of Way Acquisition Services Category			
	Title Research - Permanent	15 Parcel	$850.00	$12,750.00
	Title Research - Supplemental	1 Parcel	$425.00	$ 425.00
	Title Research - Temporary	1 Parcel	$425.00	$ 425.00

4. The CONSULTANT may submit one invoice per calendar month for work covered under this Contract.
5. If a DBE goal is established for this contract, separate DBE costs shall be summarized on each invoice including a cumulative total to show DBE goal attainment.
6. CONSULTANT shall submit an invoice for payment within 120 days after the earlier of (a) the date that CONSULTANT's right to payment for a work item has accrued or (b) the last day of the term of this contract. The date any invoice is due to be presented to INDOT is referred to herein as the "Invoice Due Date". CONSULTANT acknowledges and agrees that INDOT is a recipient of federal funds and INDOT may intend to use federal funds to pay all or a part of the sums owed to CONSULTANT pursuant to this contract. Accordingly, in the event that CONSULTANT'S invoice is not timely delivered and federal funds that were otherwise available to pay CONSULTANT are not available to pay CONSULTANT for any reason, then CONSULTANT agrees that INDOT shall have no obligation to pay sums due by INDOT hereunder to the extent previously available federal funds are not available to pay such sums ("Unavailable Federal Funds"). In the event that the compensation to CONSULTANT is intended by INDOT on the date hereof to be payable solely with state funds, then the amount of Unavailable Federal Funds shall be deemed to be $0.00.

   Additionally, in the event that CONSULTANT does not submit an invoice by the Invoice Date, then CONSULTANT shall additionally pay INDOT an administrative fee equal to 20% of the value of the invoice, less the amount of Unavailable Federal Funds (the "Administrative Fee"). The Administrative Fee is intended to offset certain costs that INDOT incurs as a result of late delivery of an invoice, which costs are difficult and impractical to ascertain.
7. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

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APPENDIX "E"

SUBCONSULTANT ACKNOWLEDGEMENT

RECITALS

WHEREAS, the undersigned SUBCONSULTANT ("SUBCONSULTANT") desires to provide goods and/or services in connection with that certain consulting contract by and between Strand Associates, Inc. and the Indiana Department of Transportation (INDOT), Contract number 00000000000000000000100652 ("Contract"), and

WHEREAS, INDOT consents to the services of the SUBCONSULTANT according to the laws of the State of Indiana and the terms of this SUBCONSULTANT Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the SUBCONSULTANT for itself and on behalf of its successors and assigns (if any) and INDOT agree as follows:

1. With respect to any liability and/or indemnification issues, this Acknowledgment is subject to IC 8-23-2-12.5.
2. Without limiting any rights or remedies based in agency, law, equity or otherwise that INDOT may have with respect to the SUBCONSULTANT under the Contract, the SUBCONSULTANT specifically agrees that Paragraphs #19 (Governing Laws); #23 (Insurance -- Liability for Damages) and #21 (Indemnification) of the Contract shall apply to SUBCONSULTANT as though SUBCONSULTANT had been a party to and duly executed the Contract.
3. INDOT and SUBCONSULTANT agree that execution of this Acknowledgement is an inducement for INDOT to permit SUBCONSULTANT to perform services under the Contract and INDOT is entitled to and does, in fact, rely upon the terms and conditions contained herein.

Prequalified work: _____

For SUBCONSULTANT:	For INDOT:
_____	_____
SUBCONSULTANT Firm Name (Please Print)	
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date

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APPENDIX "F"

CONFLICT OF INTEREST POLICY

INDIANA DEPARTMENT OF TRANSPORTATION
CONSULTANT CONFLICT OF INTEREST POLICY

Applicability

This policy applies to all contracts for professional services related to INDOT projects. This policy applies to the individual entities that make up a joint venture in the same manner as they apply to the joint venture. Parent and subsidiary entities shall be considered the same entity for the purposes of these guidelines.

INDOT maintains a separate conflict of interest policy for Public-Private Partnership (P3) projects procured under IC 8-15.7-2-14 which will take precedence over this policy for P3 projects. The P3 Conflict of Interest Policy is available in the INDOT P3 Implementation Guidelines document available at https://secure.in.gov/indot/3186.htm.

Goals

This policy is intended to accomplish the following goals:

1. Promote integrity, competitiveness and fairness in the procurement and prosecution of CONSULTANT contract services;
2. Provide guidance to enable CONSULTANTS to make informed business decisions concerning participation in contracts with INDOT;
3. Permit CONSULTANTS to compete fairly to either work for INDOT or as part of DB construction contract team;
4. Protect the interests of INDOT; and
5. Permit CONSULTANTS to work without actual or apparent conflicts of interest.

Responsibilities

The CONSULTANT (and any SUBCONSULTANT), not INDOT, shall reasonably and in good faith anticipate, identify, and disclose to INDOT any actual or potential Conflict.

In addition to complying with the requirements of this Policy, the CONSULTANT or SUBCONSULTANT shall also comply with any other professional responsibilities, ethics code of conduct or law applicable to the CONSULTANT or SUBCONSULTANT.

The CONSULTANT shall include a term requiring compliance with this Policy in any agreement or arrangement with any SUBCONSULTANT in furtherance of any INDOT contract.

The consultant and any SUBCONSULTANT shall notify INDOT of any conflict or potential conflict according to this policy in writing (by emailing INDOT at contractsrfp@indot.in.gov), fully explaining the conflict or potential conflict and providing any recommendations or protocol to remedy the conflict prior to (as applicable):

1. The completion of any INDOT CONSULTANT selection process;
2. Any CONSULTANT engaging any SUBCONSULTANT on an INDOT contract; or
3. The CONSULTANT or SUBCONSULTANT accepting any work from an entity other than INDOT.

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Policy

1. CONSULTANTS and SUBCONSULTANTS shall provide independent and uncompromised judgment, counsel, work product and public representation, with respect to every contract with INDOT.
2. CONSULTANTS and SUBCONSULTANTS shall support the policies and practices of the State of Indiana.
3. Any conduct or set of facts that could or does compromise or limit the duties in Paragraphs (1) and (2) above shall be considered a Conflict of Interest ("Conflict").
4. INDOT will review conflict of interest disclosures and strictly disallow the existence of conflicts in furtherance of the above goals. Exceptions will only be considered when, in the best interest of INDOT, it is determined that the number of CONSULTANTS available for a particular activity are inadequate.

Guidelines for Evaluating Conflicts of Interest

1. INDOT's Consultant Selection Review Committee will consider the CONSULTANTS's or SUBCONSULTANT's notification of a potential Conflict with consultation from the CONSULTANT's or SUB CONSULTANT's Project Manager and INDOT's Ethics Officer or Legal Services. The Committee will make a recommendation to the Commissioner on whether to object to the Conflict, waive the potential Conflict or require the CONSULTANT or SUBCONSULTANT to remedy the Conflict. The Committee will include an explanation on why a waiver is appropriate for all recommendations to waive a Conflict.

2. After receiving the recommendation of the Committee, INDOT's Commissioner or the Commissioner's designee, in his or her sole discretion and with the exercise of reasonableness and good faith, may object to the Conflict, waive the Conflict, or require the CONSULTANT (or SUBCONSULTANT) to remedy the Conflict to INDOT's satisfaction as a condition of INDOT awarding or continuing any contract or awarding any amendment to, extension or supplement of or additional work under any contract.

Conflict of Interest Examples

The following are activities considered to be Conflicts of Interest.

1. Neither CONSULTANTS nor SUBCONSULTANTS actively engaged in INDOT contracted responsibilities for a project shall perform concurrent services for other clients that impact or depend upon INDOT's project.
2. Neither CONSULTANTS nor SUBCONSULTANTS actively engaged in INDOT contracted responsibilities for a project shall market to perform future services for other clients that impact or depend upon INDOT's project while under contract to INDOT.
3. Neither CONSULTANTS nor SUBCONSULTANTS actively engaged in INDOT contracted responsibilities for a project shall entertain participation on a DB construction contract team for the same project.

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4. Neither CONSULTANTS nor SUBCONSULTANTS who prepare engineering construction plans or construction contract bid documents for a project under contract to INDOT shall entertain participation on a DB construction contract team for the same project.
5. Neither CONSULTANTS nor SUBCONSULTANTS actively engaged on a DB construction contract team for a project shall participate in an INDOT professional services contract for the same project in a different role.
6. Neither CONSULTANTS nor SUBCONSULTANTS shall act as the Project Engineer/Supervisor within the hierarchal chain of command over construction inspection activities associated with construction plans or bid documents they prepared for INDOT projects.
7. Neither CONSULTANTS nor SUBCONSULTANTS who prepare the detailed independent labor hour estimate specified in 23 CFR 172.7(a)(1)(v)(B) to be used as the basis of negotiation for engineering services shall entertain participation in the same services.

The following activities are not considered to be Conflicts of Interest.

1. A CONSULTANT or SUBCONSULTANT that collects and reports environmental or geotechnical data, without engineering design recommendations, may participate on a construction contract team at the same project location so long as all contract services have been fulfilled and all work product is made available to all potential construction contract teams on an equal and timely basis such that there is no unfair competitive advantage.
2. A CONSULTANT or SUBCONSULTANT that performs real estate acquisition services, may participate on a construction contract team at the same project location so long as all contract services have been fulfilled prior to construction contract bid opening and all work product is made available to all potential construction contract teams on an equal and timely basis such that there is no unfair competitive advantage.
3. A CONSULTANT or SUBCONSULTANT contracted to perform specific planning surveys and studies such as asset management plans and biennial bridge inspections may concurrently perform or compete for project specific preliminary engineering, right-of-way and construction engineering services for projects within the study area.
4. A CONSULTANT or SUBCONSULTANT that prepares an engineering assessment or similar project report may compete for future project development services so long as the completed report is made publicly available to other competing teams at least four weeks prior to the RFP response due date.

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