

CONSULTING CONTRACT

Contract #00000000000000000024703

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 HNTB INDIANA, INC (the "CONSULTANT"), [a corporation organized under the laws of the State of Indiana].

WITNESSETH

WHEREAS, INDOT wishes to hire the CONSULTANT to provide services required for the I-69 New Road Design from Indian Creek via SR 37 to 1 mile north of SR 44, Des No.: 0500430.

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 December 10, 2023.

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 \$11,640,300.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from 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

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

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,

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 Contractor 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

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. [Reserved]

11. [Reserved]

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

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. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the 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 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 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.

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

26. Non-Discrimination

A. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONSULTANT or any subcontractor.

Under IC 22-9-1-10 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, or status as a veteran.

B. The CONSULTANT understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, and the Federal Highway Administration Title 23, CFR Part 200 as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in **Appendix B** of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, documents, papers, correspondence, records, accounts, other sources of information, and its facilities as may be determined by the recipient, the subrecipient, the Indiana Department of Transportation, 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, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses furnish this information, the CONSULTANT shall so certify to the recipient, the subrecipient, the Indiana Department of Transportation, 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 as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it, 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 may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraph C, Section 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- D. The CONSULTANT shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CONSULTANT may request the United States of America to enter into such litigation to protect the interests of the United States of America.
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

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:
HNTB Indiana, Inc.
111 Monument Circle, Suite 1200
Indianapolis, IN 46204

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

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 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.

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.
- 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

The Consultant affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

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

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

45. [Reserved]

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.

[Remainder of Page Intentionally Left Blank]

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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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.

HNTB INDIANA, INC

Indiana Department of Transportation

By: 

By:

Title: Vice President

Title:

Date: February 6, 2018

Date:

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

APPENDIX "A"

Services to be furnished by CONSULTANT:

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

I-69 Section 6 – Final Design in Martinsville**Project and Scope Description**

The purpose of this project is construct I-69 through Martinsville. This scope of services includes preparation of plans, specifications, estimates, and other services needed to prepare contract documents to construct the I-69 Section 6 Refined Preferred Alternative (RPA) as shown in the NEPA document in Martinsville. The limits of the project along I-69 are between 725 feet south of Indian Creek and 300 feet south of Morgan Street.

The project will be constructed in two separate contracts to be known in this scope as Contract 1 and Contract 2. Contract 1 will include tree clearing, diversion route improvements, construction of Grand Valley Boulevard, and construction of Artesian Avenue. Contract 2 will include construction of the balance of the project as shown in the RPA.

The tasks below are described in detail in the following pages:

- Task 0 – Project Management
- Task 1 – Topographic Survey Data Collection
- Task 2 – Road Design and Plan Development
- Task 3 – Bridge Design and Plan Development
- Task 4 – Utility Coordination Services
- Task 5 – Construction Phase Services
- Task 6 – Public Involvement

PROJECT MANAGEMENT**Objective**

The CONSULTANT shall provide Project Management to ensure delivery of the full scope of services.

Results/Deliverables

The products of this task are:

- Project Team Coordination Meetings (biweekly)
- Meeting minutes from the project team coordination meetings
- Annual updates to the Project Management Plan (PMP) (2 updates)
- Annual updates to the Financial Plan (FP) (2 updates)

Activity

The CONSULTANT shall perform the following activities:

- Participate in bi-weekly project team coordination meetings with INDOT Project Managers.
- Prepare monthly progress reports.
- Update and submit to INDOT for review and approval a draft Project Management Plan (PMP) in accordance with FHWA's requirements for projects greater than \$100,000,000 in size. The plan shall be revised up to two times throughout the duration of the PROJECT.
- Update the Financial Plan (FP) for review by INDOT, prepared in compliance with FHWA's mandated procedures for projects greater than \$100,000,000 in size. This includes compiling the necessary cost data breakdown from the PMP by construction season and funding source with assistance from INDOT.

Assumptions

- Schedule start date of November 20, 2017 and total project duration of 25 months
- Project Team Meetings approximately every 2 weeks on average (50 meetings)
- INDOT will have multiple PM's / Task Leads involved on the project from both Central Office and the Districts

TOPOGRAPHIC SURVEY DATA COLLECTION

Objective

1 The objective of this task is to obtain ground survey data for areas outside of the original mapping limits of the aerial LiDAR. The CONSULTANT will also coordinate with Indiana 811 to have utilities located in the field and then use conventional ground survey methods to locate the lines as marked. The CONSULTANT will also survey markings placed by Subsurface Utility Engineering (SUE) services. The CONSULTANT will also locate geotechnical borings.

Results/Deliverables

The products of this task are:

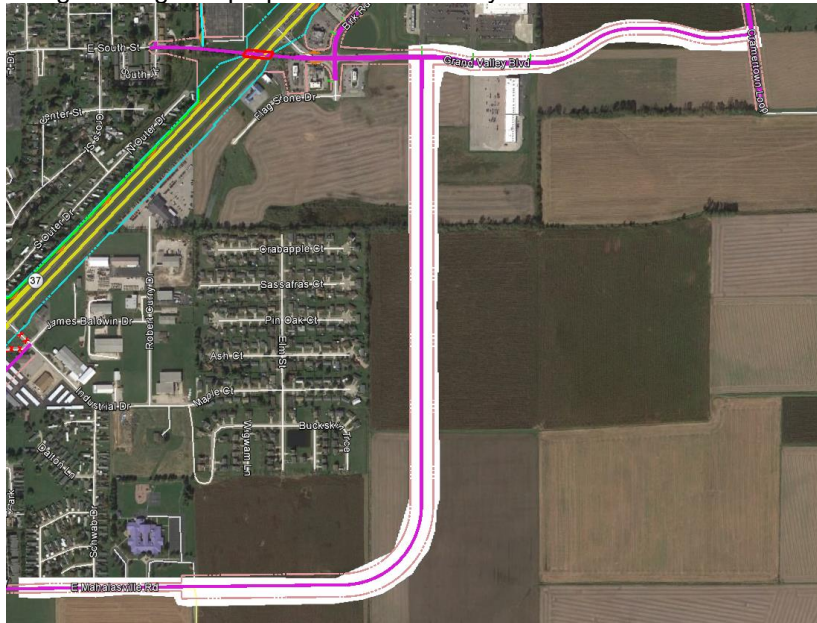
- Microstation / InRoads DGN file of topographic survey
- Microstation / InRoads DTM file

Activity

The CONSULTANT shall perform the following activities:

- Topographic survey will be obtained outside of the aerial mapping limits along existing Mahalasville Road for approximately 1,300'. An additional 5,700' of topographic survey will be obtained for proposed Artesian Avenue between existing Mahalasville Road and Grand Valley Boulevard. An additional 1,700' of topographic survey will be obtained

along existing and proposed Grand Valley Boulevard.



- Contact Indiana 811 to have utilities marked within the topographic survey limits.
- Locate survey markings as placed by SUE services.
- Locate Geotechnical Borings related to Roadway, Bridge, Retaining Wall, Noise Wall, Detention Basins and Small Structures.

Assumptions

- All ground survey will be based on I-69 Section 6 project coordinate system
- Underground utilities will be requested to be marked by Indiana 811 as follows:

Road	Length (ft.)
Grand Valley Boulevard	1700
Mahalaville Road	1300

- Underground utilities will be located as marked by SUE services
 - A maximum of 300 SUE test holes will be located
 - A maximum of 30 trips are anticipated
- Geotechnical borings will be marked and drilled by others
 - A maximum of 700 borings will be located
 - A maximum of 60 trips are anticipated

ROAD DESIGN & PLAN DEVELOPMENT

2.1 ROADWAY

Objective

Final Tracing Road Design Plans

The objective of this task is to develop Final Tracing road design and plan development for the project as described. The plans will be developed per IDM Chapter 14-2. The project will be designed as developed in the Engineer’s Report and will include three interchanges and S-lines as shown.

RPA Refinement Analysis

An analysis to select intersection types will be performed. The study area will include the following options:

- Roundabout at the Ohio St & Commercial Blvd intersection
- Roundabout at the SR 252 & Cramertown Loop intersection
- Roundabouts at the SR 252 & I-69 ramp intersections
- Roundabouts at the SR 44 & I-69 ramp intersections

In addition to the intersection analysis, a conceptual design and cost estimate will be prepared examining the interchange with Ohio Street under I-69.

Results/DeliverablesFinal Tracing Road Design Plans

The deliverables are in accordance with the INDOT Design Manual Chapter 14 and will include:

- Stage 1 / Preliminary Field Check
- Stage 2
- Final Field Check
- Stage 3
- Final Tracings

RPA Refinement Analysis

- RPA Refinement Memo

Activity

The CONSULTANT will perform the following activities:

Final Tracing Road Design Plans

- The plans will be developed per IDM Chapter 14-2

RPA Refinement Analysis

- Coordination meeting with INDOT and City of Martinsville/Morgan County
- Traffic analysis/evaluation
- Geometric design options
- Exhibit preparation
- Meet with INDOT to review design recommendations
- Summarize recommendations in a RPA Refinement Memo

Assumptions

- No Level 1 or 2 design exceptions will be required
- No Design Hearing will be required
- Contract 1 will include plans for minor improvements at two locations on diversion routes. No utility, storm sewer, or right of way acquisition will be required.
- No additional exhibits will be required
- Preliminary Field Check Plans will be combined with Stage 1 Plans
- No RPA refinements will be evaluated at the Ohio Street ramp intersections or the SR 39 interchange
- Three coordination meetings will be necessary to coordinate & discuss the RPA Refinement Analysis – two meetings with INDOT, one meeting with the City of Martinsville/Morgan County
- Design reviews by INDOT will be completed in two weeks

2.2 HYDRAULICS

Objective

The objective of this task is to develop the hydrologic and hydraulic analysis for I-69 through the City of Martinsville.

Results/Deliverables

The deliverable will be a hydraulic report developed in accordance with the INDOT Design manual.

Activity

The CONSULTANT will perform the following activities:

- Perform hydrologic analysis and hydraulic analysis (including scour analysis) for six structures over 20 feet long
- Perform hydrologic analysis and hydraulic analysis for 50 structures less than 20 feet long
- Perform detention analysis throughout the project limits for 30 basins which includes:
 - Basin Sizing
 - Basin Location
- Prepare hydraulic report, including detention analysis

Assumptions

- Hydrologic analysis will be performed in accordance with INDOT Design manual
- Small Structure analysis will be performed utilizing HY-8 version 7.2
- Large structure analysis will be performed utilizing Hec-Ras version 5.0.3
- Needed hydrologic analysis will be performed utilizing Hec-HMS 4.2
- Detention basins will be sized in accordance with the INDOT Design Manual requiring the post-construction 100-year storm to meet the pre-construction 10-year rate
- Design reviews by INDOT will be completed in two weeks

2.3 SIGNING AND PAVEMENT MARKINGS

Objective

The objective of this task is to develop signing and pavement marking plans, specifications, and estimate for the project as described.

2.4 LIGHTING

Objective

The objective of this task is to develop lighting plans, specifications, and estimate for the project as described.

2.5 SIGNALS

Objective

The objective of this task is to develop signal plans, specifications, and estimate for the project as described.

2.6 MAINTENANCE OF TRAFFIC

Objective

The objective of this task is to provide maintenance of traffic design and plan development for I-69 through Martinsville. The plans will be developed per IDM 14-2.01. The plans will be developed in two contracts

Results/Deliverables

The products of this task are:

Contract 1:

- Preliminary Maintenance of Traffic Plans
- Final Maintenance of Traffic Plans

Contract 2:

- Preliminary Maintenance of Traffic Plans
- Final Maintenance of Traffic Plans

Activity

The CONSULTANT will perform the following activities:

- Attend one Annual Public Involvement Meeting for two years

Contract 1:

- Prepare and submit Preliminary Maintenance of Traffic Plans
- Prepare and submit Final Maintenance of Traffic Plans

Contract 2:

- Prepare and submit Preliminary Maintenance of Traffic Plans
- Prepare and submit Final Maintenance of Traffic Plans

Assumptions

- One lane of traffic shall be maintained in both directions on SR 37 at all times
- Contract 1 Maintenance of Traffic will be completed in two primary phases with each phase requiring up to one sub-phase
 - Phase 1 is anticipated to include "off-line" construction and provide temporary access at Grand Valley Boulevard
 - Phase 2 is anticipated to include all remaining construction
- Contract 2 Maintenance of Traffic will be completed in three primary phases with each phase requiring up to two sub-phases
 - Phase 1 is anticipated to include "off-line" construction
 - Phase 2 is anticipated to include construction of half of SR 37 mainline
 - Phase 3 is anticipated to include construction of half of SR 37 mainline not constructed in Phase 2
- Maximum of two total Public Involvement Meetings will be attended
- No level 1 documentation will be provided for Preliminary Maintenance of Traffic Plans
- No level 1 or level 2 design exceptions for MOT will be prepared
- Temporary drainage shall be shown in Maintenance of Traffic Plans and will not be a standalone plan set
- Existing traffic volumes and turning counts shall be provided by INDOT
- Temporary signals, if required, shall be included in Section 2.5 Signals
- Temporary lighting, if required, shall be included in Section 2.4 Lighting
- Temporary pavement design, if required shall be included in Section 2.12 Pavement Design
- Design reviews by INDOT will be completed in two weeks

2.7 TRAFFIC MANAGEMENT PLAN

Objective

The objective of this task is to provide a Traffic Management Plan (TMP) for I-69 through Martinsville. The plan will be developed per IDM Chapter 81.

Results/Deliverables

The products of this task are:

- Traffic Management Plan

Activity

The CONSULTANT will perform the following activities:

- Attend Bi-weekly meetings with INDOT District Traffic staff for 6 months
- Attend up to two meetings with Morgan County
- Attend up to two meetings with Indiana State Police Department
- Attend up to two meetings with the Martinsville Police Department
- Attend up to two meetings with the Martinsville Fire Department
- Attend up to two meetings with the Martinsville School District
- Attend up to two meetings with the IU Health Morgan Hospital
- Attend up to two meetings with the City of Martinsville
- Collect vehicle turning counts at up to four intersections
- Identify up to two designated alternate routes and other expected traffic diversion routes
- Analyze expected traffic impacts and geometric constraints along alternate routes and significant diversion routes, including cost effectiveness evaluation of options
- Recommend Improvements for Diversion and Alternate Routes
- Develop up to three construction phasing options
- Run SR 37 queueing analysis for up to three construction phasing options using INDOT approved software
- Develop conceptual/schematic graphics for proposed construction phasing options
- Prepare and submit a Traffic Management Plan

Assumptions

- Existing I-69 Section 6 corridor travel demand model to be provided from I-69 Section 6 EIS team
- Existing traffic data to be provided by INDOT
- Traffic impacts at up to six intersections along alternate/diversion routes will be analyzed for three construction phasing options.
- Design reviews by INDOT will be completed in two weeks

2.8 RELINQUISHMENT ASSISTANCE

Objective

The objective of this task is to assist the INDOT with relinquishment activities.

Results/Deliverables

The products of this task are:

- Plan view exhibits by jurisdiction highlighting the relinquished roadway segments.
- A table for each jurisdiction which lists each relinquished road segment, a description of the limits (shown in both engineering language and plain English), associated pavement design, associated typical cross section, and associated page number from the plan exhibit.

- Exhibit of the typical cross section drawings of relinquished roads indicating widths and side slope rates. Travel lanes, curbs, underdrains, sidewalks, and bike lanes will be shown.
- Exhibit listing pavement designs used on the relinquished roads
- Review of technical aspects of the legal relinquishment documents

Activity

The CONSULTANT will perform the following activities:

- Assist INDOT with the preparation of relinquishment agreements by providing exhibits, by jurisdiction, which will be used as attachments to the agreements.
- Assess proposals presented by the jurisdictions.
- Verify legal relinquishment documents.

Assumptions

- There are two jurisdictions – Martinsville and Morgan County.
- There are six roads in Morgan County and ten roads in the City of Martinsville which will be relinquished.
- Plan view exhibits will be 8.5" x 11" at approximately 1" = 0.25 miles with aerial backgrounds.
- Three proposals will be presented for review.
- INDOT will complete all legal documents.

2.9 PERMITS

Objective

The objective of this task is to prepare two IDEM Rule 5 permits in accordance with 327 IAC 15-5. The work will be accomplished following appropriate Indiana Department of Environmental Management (IDEM), INDOT, FHWA, City of Martinsville, and Morgan County requirements.

Results/Deliverables

The products of this task are:

- Rule 5 Permit Application and attachments for Contract 1.
- Rule 5 Permit Application and attachments for Contract 2.

Activity

The CONSULTANT will perform the following activities:

- Perform up to four field visits of the project site to verify the results of stormwater/drainage data collection efforts and identify potential erosion control issues.
- Coordinate with the City of Martinsville, Morgan County, and IDEM to gather input on current local and state requirements.
- Design of erosion control measures. This will include appropriate sizing and layout of BMPS.
- Erosion control drafting
- One person to attend Preliminary Field Check (PFC) and Final Field Check (FFC) meetings.
- Preparation of Storm Water Pollution Prevention Plan (SWPPP) - Review stormwater, drainage and BMP plans to integrate information to support the Rule 5 permit application. This will include erosion control plans for two phases of construction, each with its own contract.

- Prepare the Rule 5 permit application, and associated attachments for submittal to INDOT for review.
- Quality Assurance and Quality Control
- Address INDOT Comments, upon revision of the application, INDOT will submit it to IDEM for approval.
- Address IDEM Comments.

Assumptions

- This scope assumes that the project will be divided into two separate contracts and a separate Rule 5 permit will be required for each contract for a total of two Rule 5 Permit Applications.
- Erosion control measures for off-site waste or borrow areas and for building demolition are not included.
- The Contract 1 will include erosion control for tree clearing activities for the entire project.
- Coordination with IDEM Martinsville and Morgan County will be via e-mails and phone calls. No specific meeting beyond PFC and FFC.
- INDOT will submit the NOI package to IDEM and publish the public notice in the local paper
- This scope assumes one round of comments from INDOT and one round of comments from IDEM on the SWPPP.
- Erosion control measures for building demolition.

2.10 NOISE

Objective

The objective of this task is to conduct a re-evaluation of the noise analysis conducted during the environmental phase of the project. The re-evaluation of reasonableness will include the consideration and obtaining the view of residents and property owners in accordance with the 2017 INDOT Traffic Noise Analysis Procedure.

Results/Deliverables

The products of this task are:

- Determine if changed conditions have made noise abatement no longer feasible and reasonable
- Revise the barrier design to accommodate revisions made to the vertical or horizontal geometry of the roadway and provide a final acoustical profile for use in the design of the barrier
 - Noise analysis technical documentation including final TNM files
- Survey each benefited resident to determine whether the residents are for or against the recommended barrier
- Conduct one public meeting to facilitate collection of survey responses from benefitted residents.
- Prepare an Addendum to the Noise Technical Report documenting the results of the public outreach and final barrier design.
- Construction plans, specifications, and engineer's estimate for noise walls as depicted in the Engineer's Report.

Activity

The CONSULTANT will perform the following activities:

- Attend internal meetings / conference calls
- Analyze impacts at each noise barrier location based on final design and survey results
- Determine noise barrier heights and proposed locations
- Document analysis results

- Send invitations for noise wall public meeting
- Conduct noise wall specific public meeting
- Prepare construction plans, specifications, and engineer's estimate for noise walls as in the Engineer's Report.

Assumptions

- Four noise barriers will be confirmed to be feasible and reasonable
- Two modeling iterations per noise barrier – one iteration for design and one iteration for benefited receptor survey results
- Communication with the public regarding the potential for noise abatement will be by INDOT's Office of Public Involvement
- Two surveys of benefitted receptors
- INDOT will procure venues for public meeting
- INDOT will post legal notices advertising the public meeting
- There will be no more than one noise wall public meeting
- No additional ambient noise measurements will be required

2.11 INTELLIGENT TRANSPORTATION SYSTEMS

Objective

The objective of this task is to prepare ITS plans, special provisions, and engineer's estimates to install conduit and handholes along the I-69 Section 6 Refined Preferred Alternative (RPA) through the City of Martinsville. The limit of the conduit and handhole installation is as defined in the Project and Scope Description section of this document.

Results/Deliverables

The products of this task are:

- ITS Plans developed in accordance the INDOT Design Manual.
- Quantity Calculations.
- Construction Cost Estimate.

Activity

The CONSULTANT will perform the following activities:

- Attend kick-off meeting with the INDOT Traffic Management Center (TMC) staff.
- Conduct a field review to identify physical constraints for the placement of proposed conduit and handholes.
- Prepare ITS plans to place ITS conduit and handholes in accordance with INDOT Design Manual.
- Compile ITS special provisions and details.
- Prepare construction cost estimate for ITS conduit and handholes.
- Submit ITS plans, special provisions, and cost estimate at Stage 1, Stage 2, Stage 3, and final tracings milestones as part of Contract 2.
- Attend Preliminary Field Check (PFC) and Final Field Check (FFC) meetings.
- Address comments from reviews.

Assumptions

- Conduit and handholes will be placed in accordance with the INDOT Design Manual.
- Meeting with TMC to finalize the following design requirements:
 - Number, size, and type of conduits.
 - Maximum distance between handholes (future splice points).
 - Identify potential future locations for ITS devices to locate handholes.
- Design reviews by INDOT will be completed in two weeks

2.12 PAVEMENT DESIGN – NOT INCLUDED

2.13 AESTHETICS

Objective

The objective of this task is to develop concept alternatives for corridor aesthetic elements and corridor landscaping and after preferred concepts are selected, advance these designs through the phases of design. Design will be coordinated through input from INDOT staff, City of Martinsville and other stakeholders as determined by INDOT.

Results/Deliverables

The products of this task are:

- Aesthetic Element Alternatives
 - Bridge Elements
 - Center Piers (3)
 - Parapets and Barriers (3)
 - Pedestrian Fencing (3)
 - Ornamental Lighting (3)
 - Abutment and Wing Wall Rustication (3)
 - Color Alternatives for All Elements (3)
 - Retaining Wall Rustication (3)
 - Sound Walls (3)
 - City Entrance Monument and Landscaping (3)
- Landscaping Alternatives
 - Interchanges and Significant Crossings (extend to limits of construction)
 - Ohio Street
 - Hospital Drive
 - Reuben Drive
 - Grand Valley Boulevard
 - Mainline Landscaping (3 typical plan views with sections)

Activity

The Consultant will perform the following activities:

- AESTHETIC ELEMENT ALTERNATIVES - Develop up to three Preliminary Aesthetic Element Alternatives for presentation to City of Martinsville and Stakeholders
 - Prior to development of concepts, discuss Aesthetics task with City Representatives to understand their values and identity to develop meaningful solutions. Meet in person and tour city.
 - Concepts (with preliminary costs) will be sent to INDOT for review and comment prior to distributing to the City and public.
 - After City has selected design preferences, the preferred concepts will be refined and advanced into final design documents. Consultant's structural engineers will develop final plans and details with review and input from landscape architects. Landscape architects will also assist with cost estimating and development of special provisions.
- LANDSCAPE ALTERNATIVES - Develop Preliminary Landscape Concepts for interchanges and mainline landscaping for presentation to City of Martinsville and Stakeholders
 - Concepts (with preliminary costs) will be sent to INDOT for review and comment prior to distributing to the City and public.

- After review and comment, concepts will be refined and presented to INDOT for review and comment prior to developing contract documents. Note: INDOT maintenance staff will also be engaged to review design concepts.

Assumptions

- Work to commence in December 2017. Contract 1 to be completed October 2018 and Contract 2 to be completed in May 2019.
- Plan sheets and reference layers will be cut and provided by consultant roadway group. Landscape architects will produce landscape plans.

2.14 EIS RE-EVALUATION

Objective

The objective of this task is to review each construction contract for compliance with the approved Final Environmental Impact Statement and Record of Decision (FEIS/ROD) and, if necessary, prepare a re-evaluation document which would quantify the changes in the design from the Refined Preferred Alternative as approved in the FEIS/ROD and the preliminary design. Changes in total right of way, displacements, wetlands, streams, floodway, and forest impacts could be possible due to refinements made during final design.

Results/Deliverables

The products of this task are:

- Re-evaluation document for Contract 1 including all coordination and supporting documentation including re-evaluation of archaeological resources.
- Re-evaluation document for Contract 2 including all coordination and supporting documentation including re-evaluation of archaeological resources.

Activity

The CONSULTANT will perform the following activities for each Contract:

- Determination of additional right of way acres by land use type and relocations
- Field investigation of additional right of way acres including any necessary updates to wetland identification, stream identification or archaeological investigation. Updates will be prepared in Memorandum format.
- Re-coordination with resource agencies as necessary
- Section 106 re-evaluation to show there is not a potential change in effect finding for any historic properties including coordination with SHPO and Consulting Parties as necessary.
- Determination of changes in impact calculations from the FEIS/ROD including wetlands, streams, archaeological resources, right of way and relocations.
- Preparation of appropriate documentation and mapping for the re-evaluation documentation
- Additional Legal Notice
- Coordination and Task Management

Assumptions

- One re-evaluation document will be prepared for each construction contract. No more than five acres of new right of way will be re-evaluated as part of Contract 1 and no more than 20 acres will be re-evaluated as part of Contract 2. Areas included in the re-evaluation will be contiguous with the approved project in the FEIS/ROD.
- Re-evaluation will not result in a change in the Section 106 Finding of Effect, will not result in a Section 4(f) impact, will not exceed take thresholds in the Section 7 Biological Opinion, or result in significant impacts.

- Re-evaluation will not require more than one day of additional field investigation.
- Re-evaluation will require only minimal consultation with SHPO and other consulting parties. No additional consulting party meetings are included.

Items Specifically Not Included

- This scope of services assumes that any design changes are within the previously established aboveground Area of Potential Effects and the Historic Property Report prepared for the FEIS/ROD is sufficient and no additional evaluation of aboveground structures will be required.
- Public hearing or public information meetings

BRIDGE DESIGN AND PLAN DEVELOPMENT

3.1 I-69 BRIDGES OVER INDIAN CREEK

Objective

The objective of this task is to develop bridge designs and plans for the I-69 NB & SB over Indian Creek bridges.

Preliminary recommendations for both bridges were determined during the NEPA phase of the project. Final recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on hydraulic analysis and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Receive final hydraulic recommendation and perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare draft Fish and Wildlife Review Form, attend meeting with District Environmental Services. Send out final Fish and Wildlife Review Form
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, perform Bat Inspection and complete Bat Data Sheet, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Perform asbestos inspection of the existing structures and prepare report

- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Profile in the area of the existing Indian Creek Overflow bridges to be raised in order to provide sufficient serviceability and freeboard.
- Project scope includes full bridge replacement and will provide 2' minimum freeboard.
- Replacement structures will be three spans, approximately 82.5', 110', 82.5' in length.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridges will have integral abutments with spill slopes and wall piers.
- All substructures will be supported on H-piles.
- The southbound structure will carry two lanes of traffic.
- The northbound structure will carry two lanes of traffic.
- Select plan sheets were completed as part of the NEPA contract and submitted with the permit applications. Sheets include Erosion Control Details, Layout, General Plan, Bridge Typical Section. Details included on these sheets are conservative and require revision for the Stage 1 Plan submission.
- One meeting with Seymour District Environmental Scoping Section and INDOT Office of Environmental Services will take place, after which the Final Fish and Wildlife Review Form will be distributed. Meeting will take place prior to the Preliminary Field Check.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- Construction of each bridge will be phased and construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- Bridge deck drains and a deck drain system will be required.
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - The crossing of I-69 over Indian Creek is a standalone plan set.
 - Project is part of the Contract 2 on the July 2019 letting.
 - Asbestos will not be found in the existing structures.
 - Design reviews by INDOT will be completed in two weeks

3.2 I-69 BRIDGES OVER INDIAN CREEK OVERFLOW – NOT INCLUDED

3.3 I-69 BRIDGES OVER SR 39

Objective

The objective of this task is to develop bridge designs and plans for the I-69 NB & SB over SR 39 bridges. This task is also to develop wall plans, as part of the bridge plans, for the MSE walls at the bridge abutments.

Recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on roadway geometry and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes the new I-69 NB and SB bridges over SR 39.
- The bridge will be designed to accommodate the intersections depicted in the Refined Preferred Alternative.
- The new structures will be two-spans, approximately 115' in length with an approximate 15° skew.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridges will have integral abutments with MSE walls and concrete wall piers.
- All substructures will be supported on H-piles.
- The southbound structure will carry two lanes of traffic.
- The northbound structure will carry two thru lanes and a gore separated ramp lane.
- SR 39 will have two lanes of traffic at the location of the bridges.
- Full Clear Zone will be provided from the SR 39 edge of travel lanes.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- Phase construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- No bridge deck drains will be required.

- No Level 1 or Level 2 Design Exceptions will be required for this location.
- Geotechnical Investigation to be performed by INDOT.
- Non-destructive testing and results shall be provided by INDOT, if needed.
- Bridge Load Rating shall be completed by INDOT.
- Stage 2 plans are not required.
- The crossing of I-69 over SR 39 is a standalone plan set.
- Project is part of the Contract 2 on the July 2019 letting.
- Asbestos will not be found in the existing structures.
- Design reviews by INDOT will be completed in two weeks

3.4 I-69 BRIDGES OVER OHIO STREET

Objective

The objective of this task is to develop bridge designs and plans for the I-69 over Ohio Street bridges. This task is also to develop wall plans, as part of the bridge plans, for the MSE walls at the bridge abutments.

Preliminary recommendations for the bridges were determined during the NEPA phase of the project. Final recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on roadway geometry, hydraulic analysis and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes the new I-69 NB and SB bridges over Ohio Street.
- The interchange at Ohio Street will not include roundabout ramp terminal intersections.
- The new structures will be three spans, approximately 180' in length overall.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.

- Proposed bridge will have integral abutments with MSE walls and a multi-column piers.
- All substructures will be supported on H-piles.
- Each structure will carry two lanes of traffic.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- Phase construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- No bridge deck drains will be required.
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - The I-69 NB and SB bridges over Ohio Street is a standalone plan set.
 - Project is part of the Contract 2 on the July 2019 letting.
 - Design reviews by INDOT will be completed in two weeks

3.5 I-69 BRIDGES OVER SARTOR DITCH

Objective

The objective of this task is to develop bridge designs and plans for the I-69 NB and SB over Sartor Ditch bridges.

Preliminary recommendations for these bridges were determined during the NEPA phase of the project. Final recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on hydraulic analysis and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Receive final hydraulic recommendation and perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare draft Fish and Wildlife Review Form, attend meeting with District Environmental Services. Send out final Fish and Wildlife Review Form
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge and bridge replacement design
- Prepare and submit Stage 3 Plans

- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, perform Bat Inspection and complete Bat Data Sheet, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes design and plans for two total bridges – the replacement of the existing crossing over Sartor Ditch, which includes crossing I-69 mainline and ramps. It is assumed the crossing location will be north of the where the ramps develop.
- One plan set will be required.
- The new structures will be single span, approximately 50' and will provide 2' minimum freeboard.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridges will have integral abutments with spill slopes.
- All substructures will be supported on H-piles.
- The bridges will carry two lanes of northbound and two lanes of southbound traffic.
- Select plan sheets were completed as part of the NEPA contract and submitted with the permit applications. Sheets include Erosion Control Details, Layout, General Plan, Bridge Typical Section. Details included on these sheets are conservative and require revision for the Stage 1 Plan submission.
- One meeting with Seymour District Environmental Scoping Section and INDOT Office of Environmental Services will take place, after which the Final Fish and Wildlife Review Form will be distributed. Meeting will take place prior to the Preliminary Field Check.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- Construction of the mainline crossing will be phased and construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - Project is part of Contract 2 on the July 2019 letting.
 - Design reviews by INDOT will be completed in two weeks

3.6 GRAND VALLEY BOULEVARD BRIDGE OVER I-69 AND BRIDGE OVER SARTOR DITCH Objective

The objective of this task is to develop bridge designs and plans for the Grand Valley Blvd over I-69 NB & SB bridge. This task is also to develop wall plans, as part of the bridge plans, for the MSE walls at the bridge abutments.

This task is also to develop the bridge design and plans for the Grand Valley Blvd over Sartor Ditch bridge.

Recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on a hydraulic analysis, roadway geometry and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare draft Fish and Wildlife Review Form, attend meeting with District Environmental Services. Send out final Fish and Wildlife Review Form
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, perform Bat Inspection and complete Bat Data Sheet, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes the new Grand Valley Blvd bridge over I-69 NB and SB, and MSE walls at both bridge abutments.
- Project scope includes the new Grand Valley Blvd bridge over Sartor ditch. Bridge will be a three-sided precast concrete structure under fill with an approximate span of 30' with no skew. The structure will carry two lanes of traffic.
- MSE wall beyond the end of the east reinforced concrete approach slab to be included in the Road Plans.
- The new structure will be two spans, approximately 114' and 114' in length with an approximate 38 degree skew.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridge will have integral abutments with MSE walls and a multi-column pier.
- All substructures will be supported on H-piles.
- The structure will carry two lanes of traffic, and sidewalk along each side of the bridge.

- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- No phase construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- No bridge deck drains will be required.
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - The crossing of Grand Valley Blvd over I-69 is a standalone plan set.
 - The crossing of Grand Valley Blvd over Sartor Ditch is a standalone plan set.
 - Projects are part of Contract 1 on the December 2018 letting.
 - Design reviews by INDOT will be completed in two weeks

3.7 I-69 BRIDGES OVER SR 252

Objective

The objective of this task is to develop bridge designs and plans for the I-69 NB & SB over SR 252 bridges. This task is also to develop wall plans, as part of the bridge plans, for the MSE walls at the bridge abutments.

Recommendations for the proposed bridges will be made in the Abbreviated Engineering Assessment based on roadway geometry and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans
- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, distribute minutes

- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes the new I-69 NB and SB bridges over SR 252.
- The bridges will be designed to accommodate the intersections depicted in the Refined Preferred Alternative.
- The new structures will be single span, approximately 99' in length with no skew.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridges will have integral abutments with MSE walls.
- All substructures will be supported on H-piles.
- The southbound structure will carry two lanes of traffic.
- The northbound structure will carry two lanes of traffic.
- SR 252 will have four lanes of traffic at the location of the bridges.
- Full Clear Zone will be provided from the SR 252 edge of travel lanes.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- Phase construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- No bridge deck drains will be required.
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - The crossing of I-69 over SR 252 is a standalone plan set.
 - Project is part of Contract 2 on the July 2019 letting.
 - Design reviews by INDOT will be completed in two weeks

3.8 SR 44 / REUBEN DRIVE BRIDGE OVER I-69

Objective

The objective of this task is to develop bridge designs and plans for the SR 44 / Reuben Drive over I-69 NB & SB bridge. This task is also to develop wall plans, as part of the bridge plans, for the MSE walls at the bridge abutments.

Recommendations for the proposed bridge will be made in the Abbreviated Engineering Assessment based on roadway geometry and a superstructure type analysis.

Results/Deliverables

The deliverables shall be in accordance with the INDOT Design Manual Chapter 14. The products of this task are:

- Abbreviated Engineering Assessment
- Stage 1 Plans

- Stage 3 Plans
- Final Tracings

Activity

The CONSULTANT will perform the following activities:

- Perform a Superstructure Type Analysis
- Prepare and submit Abbreviated Engineering Assessment
- Prepare and submit Stage 1 Plans
- Respond to Stage 1 review and Constructability review comments
- Prepare for Preliminary Field Check (PFC)
- Attend PFC and distribute minutes
- Develop bridge replacement design
- Prepare and submit Stage 3 Plans
- Respond to Stage 3 review and Constructability review comments
- Prepare for Final Field Check (FFC)
- Attend FFC, distribute minutes
- Prepare and submit Final Tracings, special provisions, cost estimate and contract documents
- Coordinate with INDOT Office of Geotechnical Services, Pavement Design Section, Office of Environmental Services, and Asset Management as needed.

Assumptions

- Project scope includes the new SR 44 / Reuben Drive bridge over I-69 NB and SB.
- The bridge will be designed to accommodate the intersections depicted in the Refined Preferred Alternative.
- The new structure will be two spans, approximately 125' and 125' in length with an approximate 19 degree skew.
- Superstructure will be continuous composite prestressed concrete hybrid bulb-tee beams.
- Proposed bridge will have integral abutments with MSE walls and a multi-column pier.
- All substructures will be supported on H-piles.
- The structure will carry two thru lanes and one turn lane, in addition to bike lanes along both sides of the bridge.
- Preliminary and Final Field Checks will take place.
- A Design Public Hearing will not be required.
- INDOT will perform a Constructability Review and provide comments after the Stage 1 and Stage 3 plan submissions.
- Bridge plans will include Maintenance of Traffic (MOT) schematics consisting of bridge typical section views. For other MOT details such as plan view schematics, quantities and details, the bridge plans will reference the overall, separate MOT plans.
- No phase construction joints will be present.
- Bridge Plans will reference Right-of-Way plans for Plat sheets and Location Control Route Survey (LCRS).
- No bridge deck drains will be required.
 - No Level 1 or Level 2 Design Exceptions will be required for this location.
 - Geotechnical Investigation to be performed by INDOT.
 - Non-destructive testing and results shall be provided by INDOT, if needed.
 - Bridge Load Rating shall be completed by INDOT.
 - Stage 2 plans are not required.
 - The crossing of SR 44 / Reuben Drive over I-69 NB and SB is a standalone plan set.
 - Project is part of Contract 2 on the July 2019 letting.
 - Design reviews by INDOT will be completed in two weeks

UTILITY COORDINATION SERVICES

Objective

The objective of this task is to perform utility coordination activities in accordance with the INDOT Utility Accommodation Policy, INDOT Design Manual Chapter 104, Federal guidelines, and 105 IAC 13 from the verification phase through the work plan development phase.

Results/Deliverables

The products of this task are:

- Conflict analysis / review letters for each affected utility company.
- Work plan request letters for each affected utility company.
- Approved preliminary agreement for each utility within the project limits.
- Approved work plan for each affected utility.
- Approved reimbursement agreements for each reimbursable relocation.

Activity

The CONSULTANT will perform the following activities:

- Develop preliminary engineering agreements for each utility company involved.
- Review existing utilities for conflict with proposed roadway project.
- Send Stage 3 Plans to affected utility companies.
- Develop and distribute work plan request letters for each affected utility company.
- Coordinate with design staff and utility representatives to evaluate design alternatives for resolution to utility conflicts with proposed roadway improvements.
- Review work plans for completeness and compliance with proposed roadway plans.
- Coordinate with Prince of Peace Lutheran Church to facilitate cost to cure relocation of their sewer.
- Coordinate with utility companies and INDOT utility staff to develop standard utility agreements.

Assumptions

- Preliminary utility coordination tasks associated with 105 IAC 13 through verification are included in previous contract scope.
- There will be up to 13 separate utility entities exist within the project limits.
- There will be 42 relocation packages developed between the 13 utility companies.
- Utilities existing within the limited access right of way line will require relocation.
- Relocations will be reimbursable based on the interstate designation of the project.
- Design, construction, and construction inspection will be performed by others.

CONSTRUCTION PHASE SERVICES

Objective

The objective of this task is to provide construction phase services for the Project for the two contract packages, in order to obtain consistent contractor bids and provide effective communication during the construction process.

Results/Deliverables

The products of this task are:

- Signed Contract Bid Package review forms
- Responses to bidder questions
- Responses to contractor inquiries
- Shop drawing reviews for MSE walls, noise walls, and small structures or culverts

Activity

The CONSULTANT shall perform the following activities:

- Review the contract bid package(s) prior to letting and coordinate revisions with INDOT
- Attend pre-bid meeting(s)
- Respond to reasonable inquiries through the official INDOT process concerning accuracy and intent of plans during advertisement and bidding
- Attend preconstruction conference(s)
- Respond to reasonable inquiries through the official INDOT process concerning accuracy and intent of plans during construction
- Provide shop drawing reviews for MSE walls, noise walls, small structures and culverts

Assumptions

- The project will have two construction packages, resulting in two CIB reviews, two pre-bid meetings, and two pre-con meetings.
- Pre-bid and Pre-construction meeting attendees to include Project Manager, Deputy Project Manager, Lead for Public Involvement, Road, Drainage, Bridge, MOT, Utilities, plus 2 junior staff for notes and presentation assistance.
- Shop drawing reviews will be needed for 17 MSE walls along roadways of approximately 14,000 linear feet, and 10 MSE walls wrapping around 5 bridge locations.
- Shop drawing reviews will be needed for four noise walls totaling approximately 9,000 feet.
- Shop drawing reviews will be needed for up to 50 small structures and culverts.
- Shop drawings for other elements will be performed by INDOT.
- No more than one resubmission per shop drawing review.

PUBLIC INVOLVEMENT

Objective

The objective of this task is to continue the proactive public involvement program that was developed and implemented during the NEPA phase of work. The task will include maintaining and building public trust, establishing communication protocol, and providing updated information to community stakeholders.

Results/Deliverables

The products of this task are:

- Roundabout education displays
- Stakeholder meeting minutes
- Social media content
- Annual meeting presentation and displays

Activity

The CONSULTANT will perform the following activities:

- Conduct up to three stakeholder meetings focusing on potential aesthetic design treatments for design elements such as MSE walls, bridge piers, and soft spaces.
- Conduct an annual public meeting on status of design, MOT, and construction phasing
- Prepare and conduct stakeholder meetings (elected officials, business owners, community organizations)
- Provide information/graphics for social media activities (website, twitter, Facebook)
- Attend and prepare up to six roundabout education/outreach meetings

Assumptions

- Two annual public meetings will be required
- Public comments will not be taken at the public meetings
- Thirty stakeholder meetings are anticipated
- Four updates to the website will be required
- INDOT will host and maintain the project social media (Facebook, twitter, website)
- Content for up to 24 social media posts will be provided
- A project office will not be maintained or staffed
- The project phone number 317-881-6408 will be maintained
- INDOT will respond to calls received on the project phone numb

APPENDIX "B"

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

1. Traffic Data
2. Geotechnical Engineering Services
3. Existing bridge and/or road plans
4. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
5. Standard specifications and standard drawings applicable to the project
6. Pavement design analysis
7. Any necessary permit forms and permit processing required by other State and/or Federal agencies (such as US Army Corps of Engineers, US Coast Guard, Indiana Department of Environmental Management and/or Indiana Department of Natural Resources)
8. Design reviews by INDOT will be completed in two weeks
9. INDOT will complete all legal documents for relinquishments
10. Communication with the public regarding the potential for noise abatement will be by INDOT's Office of Public Involvement
11. Procure venues for public meeting
12. Post legal notices advertising the public meeting
13. Constructability Review for the bridges and provide comments after the Stage 1 and Stage 3 plan submissions
14. Non-destructive bridge testing and results, if needed.
15. Bridge Load Ratings
16. Shop drawings for other elements besides those for MSE walls, noise walls, small structures and culverts
17. INDOT will host and maintain the project social media (Facebook, twitter, website)
18. INDOT will respond to calls received on the project phone number

APPENDIX "C"

Schedule:

Effective date of contract is 11/20/2017 or the date of FMIS approval, whichever is later.

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.

(See the beginning of Appendix "A" for descriptions of "Contract 1" and "Contract 2".)

	<u>Contract 1</u>	<u>Contract 2</u>
Stage 1/PFC Plans	02/08/2018 Road & Traffic 03/12/2018 Bridge	07/09/2018
Stage 2 Plans	05/09/2018	10/08/2018
Stage 3 Plans	07/20/2018	02/15/2019
Final Tracings	09/03/2018	04/01/2019
Anticipated RFC	12/18/2018	05/01/2019

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.

APPENDIX "D"

Compensation

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$11,640,300.00, (Section A.2 - \$1,093,200.00; Section A.3 - \$10,203,700.00; Section A.4 - \$343,400.00).

2. The CONSULTANT will be paid for the services on a lump sum basis in accordance with the following fee schedule:

a. Survey	\$111,100.00
b. Signing & Pavement Marking	\$390,000.00
c. Lighting	\$158,100.00
d. Signals	\$ 59,800.00
e. Traffic Management Plan	\$225,100.00
f. Relinquishment	\$ 18,600.00
g. Permits	\$ 76,700.00
h. ITS	\$ 53,800.00

For each 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 on a cost plus fixed fee basis. The maximum contract amount available for these services is \$10,203,700.00. The fixed fees are as follows:

a. Project Management	\$168,360.00
b. Roadway Design	\$346,560.00
c. Hydraulics	\$ 51,700.00
d. Maintenance of Traffic	\$101,170.00
e. Sound Barrier Design	\$7,770.00
f. Aesthetics	\$ 15,820.00
g. Bridge Design	\$230,000.00
h. Utility Coordination	\$ 47,460.00
i. Public Involvement	\$ 22,240.00

The CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee PLUS a provisional overhead rate thereof of 146.23 percent and a facilities capital cost of money rate of 0.14 percent, PLUS direct non-salary costs as approved by INDOT, PLUS a fixed fee. The actual and allowable costs of such direct non-salary costs directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

Each employee's reimbursable direct charge rate will be limited to the INDOT maximum allowable direct labor rate for the applicable period of services. The maximum allowable rate is available on the INDOT website. Upon receipt of a newly approved overhead rate from INDOT's Financial Auditing Section the CONSULTANT shall incorporate into the following invoice an adjustment for the previous year's billings to the actual overhead rate applicable at the time of work and also proceed with use of the new rate as the provisional rate. Work completed during the last year of the agreement will be compensated based on the most recent overhead additive rate deemed allowable by the agency. The overhead rate shall be determined by INDOT's Division of Cost Accounting and Audits in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

4. The CONSULTANT will be paid for EIS Re-evaluation (not to exceed \$129,500.00) and Construction Phase Services (not to exceed \$213,900.00) on the basis of the actual hours of work performed by essential personnel exclusively working on this Contract at the direct salary and wages of each employee multiplied by the labor rate multiplier of 2.75 plus direct non-salary costs as approved by INDOT. Each employee's reimbursable direct charge rate will be limited to the INDOT maximum allowable direct labor rate for the applicable period of services. The maximum allowable rate is available on the INDOT website. The CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
5. The CONSULTANT may submit one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to the address shown on the Purchase Order.

The invoices shall represent the value (determined in accordance with section A of this Appendix), to INDOT, of the partially completed work as of the date of the invoice. The CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract, classification, and hourly rate.

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.

6. If a DBE goal is established for this contract, show separate DBE costs on invoices including a cumulative total to show DBE goal attainment.
7. The CONSULTANT shall submit to INDOT a list of personnel, along with job classification and salary, the firm is planning to use on work covered by this Contract. No additions in personnel or changes in personnel salaries shall be effective for purposes of this Contract until approved by INDOT.
8. Labor rate cap waivers have been approved for Johann Aakre, Theodore Behrens, Paul Carr, Patrick Cashin, Josh Cook, Jennifer Goins, Omar H. Kanoun, James Kinder, Burleigh Law, Adin McCann, David McDougall, Tim Miller, John Myers, Robert Page, Mark Salzman, Seth Schickel, Dan Thatcher, Kurt Vonderheide, Marc Whitmore and Mark D. Young.
9. Overtime premium wages are allowed. Overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy. Neither overhead additive nor negotiated labor rate multiplier will be applied to the overtime premium portion of direct salary and wages.

The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

APPENDIX "F"

INDIANA DEPARTMENT OF TRANSPORTATION
CONSULTANT CONFLICT OF INTEREST POLICY

The Indiana Department of Transportation (INDOT) Consultant Conflict of Interest Policy (the "Policy") is as follows:

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. The consultant (and any Subconsultant), not INDOT, shall reasonably and in good faith anticipate, identify, and disclose to INDOT any actual or potential Conflict.
5. 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.
6. 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.
7. 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 suggestions or protocol to remedy the Conflict prior to (as applicable):
 - a. The completion of any INDOT Consultant selection process;
 - b. Any consultant engaging any Subconsultant on an INDOT contract; or
 - c. The consultant or Subconsultant accepting any work from an entity other than INDOT.
8. INDOT's Consultant Selection Committee will consider the consultant's or Subconsultant's notification of a potential Conflict with consultation from the Project Manager and agency Ethics Officer. 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.
9. 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.

10. INDOT shall issue its decision with respect to any notification provided under Paragraph (7) above, within 10 (ten) business days of receipt of said notification.

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Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	K299186	Lowes,Kristine E	02/16/2018 2:34:29PM	Agency Fiscal Approval
2	T232391	Grogg,Tim Allen	02/16/2018 2:36:46PM	IDOA Legal Approval
3	C292947	Sharp,Cara Alycia	02/16/2018 2:54:49PM	SBA Approval
4	O277119	Egunyomi,Olusola	02/25/2018 6:56:21PM	SBA Approval
5	Z220413	Jackson,Zachary Q	02/26/2018 9:16:32AM	SBA Approval
6	M338811	Skarbeck,Molly H	02/26/2018 9:19:12AM	Attorney General Approval
7	S210690	Gard,Susan W	02/26/2018 10:28:25AM	Attorney General Approval
8	R218861	Bramer,Richard M	02/26/2018 1:03:44PM	Attorney General Approval