

**DELAWARE COUNTY COMMISSIONER'S MEETING**  
**Thursday, May 23rd, 2024 @ 9:00 A.M.**  
**In the Commissioners' Courtroom at:**  
**100 W. Main St. Room 309A**  
**Meetings will also be live streamed via the**  
**Delaware County, Indiana Government Facebook Page**  
**[Comments may be made to the Commissioners via their email at**  
**[commissioners@co.delaware.in.us](mailto:commissioners@co.delaware.in.us) ]**

**ORDER OF BUSINESS**

**CALL TO ORDER:**  
**PLEDGE TO FLAG:**  
**ROLL CALL:**

Mr. Shannon Henry  
Ms. Sherry Riggin  
Mr. James King  
Mr. Andy Barchet  
Ms. Keeta Edsall

**APPOINTMENT(S):**

Del Brinson – Delaware County Soil and Water Conservation District  
Commissioner Riggin swore in Mr. Del Brinson to become the supervisor for Delaware County Soil and Water Conservation District.

**TABLED BUSINESS:**

Board of Zoning Appeals Appointment

MOTION: Commissioner Henry made a motion to remove Board of Zoning from the table

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to appoint Matt Billington to the Board of Zoning Appeals

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**APPROVAL OF MINUTES:**

Commissioners Meeting May 6th, 2024

MOTION: Commissioner Henry made a motion to approve May 6<sup>th</sup>, 2024 minutes

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**PRESENTATIONS:**

DESTINATION: MUNCIE, Delaware County, Indiana – LaShanta Vaughn

Ms. LaShanta Vaughn stated this week is National Travel and Tourism Week. Ms. LaShanta Vaughn is originally from Indianapolis but her heart and soul is in Delaware County. She started in hotel management and worked her way up to CEO executive director of destination.

**CONTRACTS OR AGREEMENTS FOR APPROVAL:**

Bid Opening – Andy Barchet

First bid was from E&B Paving for various roads for \$1,951,571.75. Second bid was E&B Paving also for all roads in Southwind Village for \$264,738.00. The last bid was from Brooks Construction for various roads for \$1,974,531.90.

MOTION: Commissioner Henry made a motion to take the bids under advisement for Ms. Angie Moyer to look over.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

United Consulting – Supplemental #1- Angie Moyer

Ms. Angie Moyer stated they have been reviewing and following the High Street Dam removal project. They are asking to increase it an additional \$2,500 for a not to exceed amount of \$10,000 due to more time is needed.

MOTION: Commissioner Riggin made a motion to approve

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

IDEM – Waste Tire Grant Agreement- Angie Moyer

Ms. Angie Moyer stated the county was awarded \$10,000 from the IDEM for disposal of our tires that are found on the roadways. She needs approval for this grant

MOTION: Commissioner Henry made a motion to approve the IDEM grant of \$10,000.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

LPA – Consulting Contract- Angie Moyer

Ms. Angie Moyer stated this contract is for the bridge 112 located on 600 south at Williams Creek.

This contract is for the land acquisition services for not to exceed the amount of \$23,415.

MOTION: Commissioner Henry made a motion to approve the LPA contract.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Park One Second Entrance – Andy Barchet

MOTION: Commissioner Henry made a motion to approve the Park One Second Entrance.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**DEPARTMENT HEADS AND ELECTED OFFICIALS:**

Mr. John Coutinho EMA stated this week is National EMS Week. There will be an open house at station 4 in Albany on May 25<sup>th</sup> from 11-2pm

**WEEKLY, MONTHLY AND QUARTERLY REPORTS:**

Weights & Measures Monthly Report

**PAYMENT OF CLAIMS: \$2,337,470.53**

MOTION: Commissioner Henry made a motion to approve payment of claims in the amount of \$2,337,470.53

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggan, President King

**PAYMENT OF ARP CLAIMS: \$191,083.20**

MOTION: Commissioner Henry made a motion to approve payment of ARP claims in the amount of \$191,083.20

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

**PAYMENT OF PAYROLL FOR 5/6/2024: \$960,610.48**

MOTION: Commissioner Henry made a motion to approve payment of payroll in the amount of \$960,610.48.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

***[COMMENTS MAY BE MADE TO THE COMMISSIONERS VIA THEIR EMAIL AT [commissioners@co.delaware.in.us](mailto:commissioners@co.delaware.in.us)***

**RECESS:**

MOTION: Commissioner Riggan made a motion to recess

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

**The next Commissioner's meeting will be Monday June 3rd, 2024, starting at 9:00 am. To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than NOON on the Thursday prior to the scheduled meeting.**

**[https://www.youtube.com/watch?v=XoI\\_zHlSc54](https://www.youtube.com/watch?v=XoI_zHlSc54)**



April 29, 2024

ENGINEERING  
ENVIRONMENTAL  
INSPECTION  
LAND SURVEYING  
LAND ACQUISITION  
PLANNING  
WATER & WASTEWATER  
SINCE 1965

Ms. Angela Moyer  
Project Director/Administrator  
Delaware County Highway Department  
7700 E. Jackson Street  
Muncie, IN 47302

RE: **Delaware County Task Order No. 2  
Supplement No. 1**  
Review of High Street Dam Modification Study

OFFICERS  
Steven W. Jones  
Christopher R. Pope, PE  
B. Kelvin Bryant, PE  
Michael A. Rowe, PE  
Jon E. Clodfelter, PE  
Paul D. Grotzbach, PE

Dear Ms. Moyer:

We are transmitting herewith an electronic copy of a Supplement No. 1 for Task Order No. 2 for the referenced project, dated January 31, 2022. This supplement is needed to attend a Public Information Meeting organized by Flatland Resources, and to provide additional review for the referenced project, as described in email correspondence dated March 14, 2024.

PROFESSIONAL STAFF  
Andrew T. Wolka, PE  
Devin L. Stettler, AICP  
Michael S. Oliphant, AICP  
Timothy J. Coomes, PLS  
Steven R. Passey, PE  
Brian J. Pierson, PE  
Christopher L. Hammond, PE  
Brian S. Frederick, PE  
Jay N. Ridens, PE  
Christopher J. Dyer, PE  
Jeromy A. Richardson, PE  
Heather E. Kilgour, PE  
Adam J. Greulich, PLS  
Caleb C. Ross, PE  
Dann C. Barrett, PE  
Scott G. Minnich, PE  
Michael D. Farrell, CPA  
Kelton S. Cunningham, PE  
Braun S. Rodgers, PE  
Chris J. Andrzejewski, PE  
Eric S. Hamad, PE  
Andrew J. Allison, PE  
Abigail I. Godsey, PE  
Gretchen A. Meyer, PE  
Brian S. Haefliger, PE  
Ricardo J. Parades Anisocho, PE  
Corbin A. Schwabert, PE  
Tim B. Leemhuis, PE  
Hogan W. Sells, PE  
Jeffrey E. Lazzell, PE  
Kyle D. Kent, PE  
Bradley Salpietro, PE  
Steven Zehr, PE  
John D. SanGiorgio, PE  
Troy A. Casey, PE  
Mitchell D. Lankford, PE  
Joy L. Bosse, PE  
Melissa A. Stone, PE  
Tony Fadiou, PE

www.uciindy.com  
(317) 895-2585  
8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250

Please review this agreement and return one fully executed copy for our files.

If you have any questions or comments, please contact me any time. My mobile number is: 317-796-5947.

Sincerely,  
**UNITED CONSULTING** *Sec*

Jay N. Ridens, PE  
Bridge Department Manager

enclosures

c: File 17-220-02  
Jeff Larrison - UNITED

Task Order #2 – Supplemental No. 1  
Review of Washington Street Dam Modification Study

A. Services by UNITED CONSULTING:

UNITED CONSULTING shall provide the following Engineering Services for Delaware County (CLIENT):

1. ENGINEERING ASSESSMENT

- a. UNITED CONSULTING shall review information provided in a Dam Modification Study by Flatland Resources, LLC to CLIENT.
  - i. The location of the dam is approximately 400' downstream of Delaware County Bridge No. 512 – High Street over White River.
  - ii. Review of the Dam Modification Study will include:
    1. Evaluate information provided by Flatland Resources to determine if sufficient investigation / design has been completed to identify risk to the integrity of the foundations at Delaware County Bridge No. 512 after the dam modification construction has been completed.
    2. Evaluate information provided by Flatland Resources to determine if sufficient mitigation measures have been identified based on any potential risk identified in the study to the integrity of the foundations of Delaware County Bridge No. 512.
    3. Provide recommendations to the CLIENT on additional analysis or testing that should be performed based on the proposed work identified in the Dam Modification Study.
    4. Provide a written summary of review findings to CLIENT.
- b. UNITED CONSULTING shall attend public meetings and meetings with the CLIENT and/or Flatland Resources as required.

B. Services by Client

1. Assist UNITED CONSULTING in obtaining any other pertinent information necessary to perform work under this Agreement.
2. Guarantee access to enter upon public and private lands as required for UNITED to perform work under this Agreement.
3. Communication with area residents as needed.
4. All written views pertinent to the project that are received by the CLIENT.

C. Schedule:

1. Written summary of review findings shall be submitted to CLIENT within 21 calendar days from receipt of Dam Modification Study information.

D. Compensation:

1. UNITED CONSULTING shall receive as payment for the work performed under this Task Order on the basis of actual hours of work performed by essential personnel working exclusively on this project at the billing rates as set forth in the Professional Services Agreement, executed on December 18, 2017, as a Not-To-Exceed amount of ~~\$7,500~~ \$10,000.

Task Order #2 – Supplemental No. 1  
Review of Washington Street Dam Modification Study

AGREED TO:

UNITED CONSULTING

BY: Michael Rowe  
Michael Rowe, PE  
President

BY: Jon Clodfelter  
Jon Clodfelter, PE  
Vice President

Date: April 26, 2024

DELAWARE COUNTY (CLIENT)

BY: [Signature]  
Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

BY: [Signature]

BY: [Signature]

[Signature]

[Signature]  
5/23/24



**DELAWARE  
COUNTY  
COMMISSIONERS**

**James King**  
District #1

**Sherry K. Riffin**  
District #2

**Shannon Henry**  
District #3

Sara Hodges  
Executive Administrator

100 West Main Street  
Room 309 County Building  
Muncie, Indiana 47305  
Telephone 765.747.7730  
Fax 765.747.7899  
[www.co.delaware.in.us](http://www.co.delaware.in.us)

*An Equal Opportunity Employer*

*For the proposed new second entrance into the Park One development on SR 332, the project engineer and Delaware County hereby agree as part of the property right-of-way acquisition to provide right-in-right-out access consistent with the highlighted sections on Exhibit A, attached hereto and incorporated by reference, consisting of 200' on both sides of the newly proposed roadway.*

James King, President of the Delaware County Commissioners





ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-02 ROAD PAVING PROJECT					
ALL ROADS IN SOUTHWIND VILLAGE					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
<b>DELAWARE DRIVE</b>					
1	CLEAN & PREP	1,560.00	SYS		
2	FABRIC	1,560.00	SYS		
3	BUTT JOINTS	1.00	EACH		
4	JOINT ADHESIVE	1,180.00	LFT		
5	M.O.T.	1.00	LS		
6	DRAG & PAVE	380.00	TON		
7	MILL 2 INCH	1,870.00	SYS		
8	CONCRETE PATCHING	87.00	SYS		
9	INLET REPAIRS	1.00	SYS		
				TOTAL COST	
<b>ARUBA WAY</b>					
1	CLEAN & PREP	1,240.00	SYS		
2	FABRIC	1,240.00	SYS		
3	BUTT JOINTS	2.00	EACH		
4	JOINT ADHESIVE	390.00	LFT		
5	M.O.T.	1.00	LS		
6	DRAG & PAVE	135	TON		
				TOTAL COST	
<b>MONTEGO WAY</b>					
1	CLEAN & PREP	2,930.00	SYS		
2	FABRIC	2,930.00	SYS		
3	BUTT JOINTS	2.00	EACH		
4	JOINT ADHESIVE	750.00	LFT		

ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-02 ROAD PAVING PROJECT					
ALL ROADS IN SOUTHWIND VILLAGE					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
5	M.O.T.	1.00	LS		
6	DRAG & PAVE	300.00	TON		
7	CONCRETE PATCHING	13.00	SYS		
				TOTAL COST	
JAMAICA DRIVE					
1	CLEAN & PREP	2,500.00	SYS		
2	FABRIC	2,500.00	SYS		
3	BUTT JOINTS	2.00	EACH		
4	JOINT ADHESIVE	730.00	TON		
5	MOT	1.00	LS		
6	DRAG & PAVE	260.00	TON		
7	CONCRETE PATCHING	58.00	SYS		
				TOTAL COST	
BONAIRE AVENUE					
1	CLEAN & PREP	1,270.00	SYS		
2	FABRIC	1,270.00	SYS		
3	BUTT JOINTS	2.00	EACH		
4	JOINT ADHESIVE	1,260.00	LFT		
5	M.O.T.	1.00	LS		
6	DRAG & PAVE	400.00	TON		
7	MILL 2 INCH	2,330.00	SYS		
				TOTAL COST	

TOTAL PROJECT COST \$
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ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-03 ROAD PAVING PROJECTS					
VARIOUS ROADS IN DELAWARE COUNTY, INDIANA					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
<b>WHEELING AVENUE BETWEEN AIRWAY ROAD TO JUST SOUTH OF SR 28</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	MILL 2 INCHES	44,400.00	SYS		
3	HMA TYPE B SURFACE 2 IN 9.5 MM	4,900.00	TON		
4	HMA TYPE B APPROACHES 9.5 MM	85.00	TON		
5	PAINT, SOLID WHITE 4 IN	30,000.00	LF		
6	PAINT, SOLID YELLOW 4 IN	7,000.00	LF		
7	PAINT, SOLID WITH BROKEN YELLOW 4 IN	6,000.00	LF		
8	PAINT, BROKEN YELLOW 4 IN	2,000.00	LF		
9	PAINT, 24 IN PIANO KEYS	60.00	LF		
10	PAINT, STOP BAR WHITE 24 IN	80.00	LF		
11	PAINT, TURN ARROW WHITE	2.00	EA		
12	MOT	1.00	LS		
13	SHOULDER #53 STONE	300.00	TON		
14	ASPHALT FOR TACK COAT	20.00	TON		
15	VRAM	15,500.00	LF		
				TOTAL COST	\$
<b>COWAN ROAD BETWEEN CR 400 SOUTH AND CR 600 SOUTH</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	CLEAN AND PREP	29,680.00	SYS		
3	APPROACH TRANSITION BUTT MILLING	256.00	SYS		
4	HMA TYPE B 9.5 MM WEDGE AND LEVEL 1.5 IN	2,455.00	TON		
5	HMA TYPE B 9.5 MM SURFACE 1.5 IN	2,455.00	TON		
6	HMA TYPE B APPROACHES 9.5 MM	70.00	TON		
7	PAINT, SOLID WHITE 4 IN	21,300.00	LF		

ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-03 ROAD PAVING PROJECTS					
VARIOUS ROADS IN DELAWARE COUNTY, INDIANA					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
8	PAINT, SOLID YELLOW 4 IN	1,000.00	LF		
9	PAINT, SOLID WITH BROKEN YELLOW 4 IN	4,300.00	LF		
10	PAINT, BROKEN YELLOW 4 IN	1,500.00	LF		
11	PAINT, STOP BAR WHITE 24 IN	60.00	LF		
12	RISER RING	2.00	EA		
13	MOT	1.00	LS		
14	SHOULDER #53 STONE	550.00	TON		
15	ASPHALT FOR TACK COAT	25.00	TON		
16	VRAM	10,800.00	LF		
				TOTAL COST	\$
<b>COWAN ROAD BETWEEN SR 67/MUNCIE BYPASS AND CR 400 SOUTH</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	CLEAN AND PREP	5,320.00	SYS		
3	APPROACH TRANSITION BUTT MILLING	115.00	SYS		
4	HMA TYPE B 9.5 MM WEDGE AND LEVEL 1.5 IN	445.00	TON		
5	HMA TYPE B 9.5 MM SURFACE 1.5 IN	445.00	TON		
6	HMA TYPE B APPROACHES 9.5 MM	20.00	TON		
7	PAINT, SOLID WHITE 4 IN	3,900.00	LF		
8	PAINT, SOLID YELLOW 4 IN	500.00	LF		
9	PAINT, SOLID WITH BROKEN YELLOW 4 IN	800.00	LF		
10	PAINT, BROKEN YELLOW 4 IN	500.00	LF		
11	PAINT, STOP BAR WHITE 24 IN	60.00	LF		
12	MOT	1.00	LS		
13	SHOULDER #53 STONE	100.00	TON		
14	ASPHALT FOR TACK COAT	5.00	TON		
15	VRAM	2,200.00	LF		

ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-03 ROAD PAVING PROJECTS					
VARIOUS ROADS IN DELAWARE COUNTY, INDIANA					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
				TOTAL COST	\$
<b>HOYT AVENUE BETWEEN FUSON ROAD/OLD 67 TO CITY OF MUNCIE CORPORATION BOUNDARY</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	MILL 1.5 INCHES	35,000.00	SYS		
3	HMA TYPE B SURFACE 1.5 IN 9.5 MM	2,950.00	TON		
4	SHOULDER #53 STONE	500.00	TON		
5	PAINT, YELLOW 4 IN	21,325.00	LF		
6	PAINT, WHITE 4 IN	24,500.00	LF		
7	PAINT, 24 IN WHITE STOP BARS	78.00	LF		
8	PAINT, 24 IN WHITE PIANO KEYS	120.00	LF		
9	VRAM	13,500.00	LF		
10	MOT	1.00	LS		
				TOTAL COST	\$
<b>CR 850 N BETWEEN GASTON TOWN LIMITS TO WHEELING AVENUE</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	CLEAN AND PREP	24,500.00	SYS		
3	APPROACH TRANSITION BUTT MILLING	340.00	SYS		
4	HMA TYPE B 9.5 MM WEDGE AND LEVEL 1.5 IN	2,000.00	TON		
5	HMA TYPE B 9.5 MM SURFACE 1.5 IN	2,000.00	TON		
6	HMA TYPE B APPROACHES 9.5 MM	80.00	TON		
7	PAINT, SOLID WHITE 4 IN	20,000.00	LF		
8	PAINT, BROKEN YELLOW 4 IN	2,000.00	LF		
9	PAINT, SOLID WITH BROKEN YELLOW 4 IN	3,600.00	LF		
10	PAINT, STOP BAR WHITE 24 IN	40.00	LF		
11	MOT	1.00	LS		
12	SHOULDER #53 STONE	500.00	TON		

ITEMIZED PROPOSAL					
DELAWARE COUNTY - 2024-03 ROAD PAVING PROJECTS					
VARIOUS ROADS IN DELAWARE COUNTY, INDIANA					
Item	Item Description	Plan Quantity	Units	Unit Price	Amount
13	ASPHALT FOR TACK COAT	22.00	TON		
14	VRAM	10,000.00	LF		
				TOTAL COST	\$
<b>CR 700 S BETWEEN MADISON/DELAWARE COUNTY LINE (LOCAL RD CR 1000 W) TO CR 950 WEST</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	CLEAN AND PREP	4,950.00	SYS		
3	TRANSITION MILLING	70.00	SYS		
4	HMA TYPE B 9.5 MM SURFACE WEDGE AND LEVEL 1.5 IN	425.00	TON		
5	HMA TYPE B 9.5 MM SURFACE 1.5 IN	425.00	TON		
6	SHOULDER #53 STONE	120.00	TON		
7	MOT	1.00	LS		
				TOTAL COST	\$
<b>CR 875 WEST BETWEEN CORNER ROAD TO HENRY COUNTY LINE</b>					
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
2	CLEAN AND PREP	2,700.00	SYS		
3	TRANSITION MILLING	50.00	SYS		
4	HMA TYPE B 9.5 MM SURFACE WEDGE AND LEVEL 1.5 IN	250.00	TON		
5	HMA TYPE B 9.5 MM SURFACE 1.5 IN	250.00	TON		
6	SHOULDER #53 STONE	80.00	TON		
7	MOT	1.00	LS		
				TOTAL COST	\$
				<b>TOTAL PROJECT COST</b>	<b>\$</b>

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of April 19, 2024 ("Effective Date") by and between Delaware County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and ROAW Corporation ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana].

Des. No.: 2003023

Project Description: Bridge Replacement for CR 600S over Williams Creek, County Bridge No. 112 – Land Acquisition

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2026. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$23,415.

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

**SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



- entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
  - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
    - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
    - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. **Confidentiality of LPA Information.**

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

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

11. **DBE Requirements**

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

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

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

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

12. **Non-Discrimination.**

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

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

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

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

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



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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

1. Contractual Liability coverage shall be included.
  2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
  3. The CONSULTANT shall name the LPA as an additional insured.
- IV. Watercraft Liability (When Applicable)
1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
  2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
    - a. United States Longshoremen & Harbor workers
    - b. Maritime Coverage - Jones Act
  3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
  4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.
- V. Aircraft Liability (When Applicable)
1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
  2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
  3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.
22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Angela Moyer  
7700 East Jackson Street  
Muncie, IN 47302

Notices to the CONSULTANT shall be sent to:

Troy Woodruff, President  
RQAW Corporation  
8770 North Street, Suite 110  
Fishers, IN 46038

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Angela Moyer  
7700 East Jackson Street  
Muncie, IN 47302
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery

upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

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

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

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

**CONSULTANT  
RQAW Corporation**

Randall Brooks  
Randall Brooks

**LOCAL PUBLIC AGENCY  
Delaware Co Board of Commissioners**

[Signature]  
James King

[Signature]  
Sherry Riggan

[Signature]  
Shannon Henry

Attest: [Signature]  
Edward E. Carroll, Jr., Auditor

5/23/24

**APPENDIX "A"****SERVICES TO BE FURNISHED BY CONSULTANT:**

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

The CONSULTANT shall be responsible for performing the following activities:

**Task 1 Appraising Services**

1. The CONSULTANT is to provide real estate appraisals and prepare appraisal reports in accordance with the INDOT Real Estate Division Manual.
2. The CONSULTANT agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (compact disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.
3. The Appraiser agrees to furnish appraisals in an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner.
4. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in the INDOT Real Estate Division Manual (.pdf file format is available on the INDOT website) and/or conferences between the parties.
5. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the CONSULTANT shall inform LPA/INDOT, in writing, of any such defect, error, or omission which cannot be resolved without altering the design.
6. The CONSULTANT agrees to update reports at the request of LPA/INDOT and/or testify on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.
7. The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

**Task 2 Review Appraisal Services**

1. The CONSULTANT agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (compact disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.
2. The CONSULTANT agrees to furnish reviews in an original plus three copies, an electronic file (compact disc media) and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.



3. The Consultant agrees to make the Review Appraisal Report of each and every parcel.
4. The Review Appraisal Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in the INDOT Real Estate Division Manual (.pdf file format is available on the INDOT website) and/or conferences between the parties.
5. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the CONSULTANT shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
6. The CONSULTANT agrees to updating reports at the request of LPA/INDOT and/or testify in court on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.
7. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

### **Task 3 Negotiation Services**

1. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously.
2. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by LPA/INDOT as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
  - a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
  - b. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by INDOT.
4. A revised offer and summary statement of just compensation shall be provided the owner if:
  - a. The extent of the taking is revised, or
  - b. The approved estimate of just compensation is revised by the Review Buyer, or
  - c. If the purchase of excess land requires a new or revised SJC.
5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:

- a. The date and place of contact,
  - b. The parties of interest contacted,
  - c. The offer made,
  - d. The counter offer or reasons offer was not accepted,
  - e. The signature of the CONSULTANT, date, and initials of the person contacted.
6. The property owner must be given a copy of the report on each contact.
  7. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the INDOT Real Estate Division Manual, this "Appendix "A", and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
  8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
    - a. The written agreement secured, embodies all considerations agreed to by the property owner;
    - b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
    - c. The agreement was reached without coercion of any type.
  9. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to INDOT:
    - a. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement,
    - b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
  10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
  11. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

#### **Task 4 Right-of-Way Management**

The CONSULTANT shall coordinate all of the right of services related activities and make sure to complete all of the activities complete within the established schedule by LPA/INDOT.

The CONSULTANT shall provide weekly progress reports for all activities related to right-of-way services to LPA/INDOT.

The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. LPA/INDOT, consistent with its requirements, shall furnish the CONSULTANT a description of the property or properties to be appraised. LPA/INDOT will also furnish the CONSULTANT a legal description of the Right-of-Way to be taken on each parcel and a certificate or an abstract of title on each parcel, together with Right-of-Way plans for said parcel.
2. In the event additional Appraisal Report/Appraisal Problem Analysis Reports are necessary for any parcels not herein designated that later may be necessary to be made under this project, an additional fee estimate sheet will be submitted covering the additional parcels, with the fee being determined by the method used on similar properties, and a supplemental agreement entered into.
3. Should the quality or progress of the Review Appraisal Report be unsatisfactory, LPA may terminate the services of the CONSULTANT. The CONSULTANT will be compensated on a pro rata basis for the amount of work completed in relationship to the overall quoted fee and such work as completed shall then be the sole property of LPA.
4. The needed forms and brochures to secure and/or condemn the parcel.
5. Access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
6. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the Project.
7. Designate an LPA representative with decision making authority regarding the Project
8. Utility plans available to INDOT/LPA, including the location of signals and underground conduits throughout the affected areas
9. The LPA shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the LPA's needs and interests.

**APPENDIX "C"**

**SCHEDULE:**

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

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

Right-of-way services-related activities are to be completed 30 calendar days before Tracings Submittal (estimated June 16, 2025).


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

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$23,415**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the services performed under this Agreement on a unit cost basis in accordance with the INDOT Real Estate Services Fee Schedule in effect at the time that the Notice to Proceed is issued for right-of-way acquisition services.
3. Three (3) parcels are assumed, and INDOT's January 2023 right-of-way acquisition rates have been used in calculating the not-to-exceed fee (see Appendix D-1). Should the actual number or type of parcels differ, or if the applicable rates change, CONSULTANT's fee will be adjusted accordingly.
4. The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to develop this project.
5. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

**B. Method of Payment**

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice vouchers shall represent the value, to LPA, of the partially complete work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each task in Section A.2 of this Appendix, including percentage completed and prior payments.
2. LPA, for and in consideration of the rendering of the services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. For each task, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
  - b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
3. The CONSULTANT shall only bill for work completed on the above tasks. If any task is eliminated, then no additional billing will be allowed. If a portion of work is completed for a task then the CONSULTANT shall bill for the services completed.
4. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice

voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Agreement or the CONSULTANT's last known address.

	PROJECT:	Delaware Co. Bridge 112
	DES. NO.:	N/A
	STRUCTURE:	Delaware 112
	DATE:	April 15, 2024
<b>LAND ACQUISITION SERVICES</b>		

Task Description	Quantity*	Unit		Total
		Price**	Task	
<b>Project Management for Land Acquisition</b>	3	\$ 1,310	\$	3,930
<b>Appraisal Services</b>				
Waiver Valuation: Any Property Type (Improved or Unimproved)		\$ 725	\$	-
Value Finding: Any Property Type (Improved or Unimproved)	3	\$ 2,055	\$	6,165
Short Form: Any Property Type (Improved or Unimproved)		\$ 3,015	\$	-
Short Form: Residential / Ag (with affected improvements of total take)		\$ 3,375	\$	-
Short Form: Commercial / Industrial / Multi-family / Special/Billboard (with affected improvements or total take)		\$ 4,710	\$	-
Long Form: Any Property Type (Unimproved)		\$ 3,625	\$	-
Long Form: Residential / Ag (Improved)		\$ 4,815	\$	-
Long Form: Commercial/Industrial/Multi-Family/Special (Improved)		\$ 12,050	\$	-
Excess Land		\$ 695	\$	-
		<i>Subtotal Appraisal Services</i>		\$ 6,165
<b>Review Appraisal Services</b>				
Appraisal Problem Analysis (APA)		\$ 270	\$	-
Waiver Valuation: Any Property Type (Improved or Unimproved)		\$ 435	\$	-
Value Finding: Any Property Type (Improved or Unimproved)		\$ 1,035	\$	-
Short Form: Any Property Type (Improved or Unimproved)		\$ 1,445	\$	-
Short Form: Residential / Ag (with affected improvements of total take)		\$ 1,630	\$	-
Short Form: Commercial/Industrial/Multi-family / Special / Billboard (with affected improvements or total take)		\$ 2,300	\$	-
Long Form: Any Property Type (Unimproved)		\$ 1,725	\$	-
Long Form: Residential / Ag (Improved)	3	\$ 2,280	\$	6,840
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)		\$ 5,550	\$	-
		<i>Subtotal Review Appraisal Services</i>		\$ 6,840
<b>Buying Services</b>				
Total / Partial Acquisition	3	\$ 2,160	\$	6,480
Temporary / Access Rights		\$ 1,800	\$	-
MAP 21 Offer - Total/Partial Acquisition		\$ 2,705	\$	-
MAP 21 Offer - Temporary / Access Rights		\$ 2,345	\$	-
Buying Review		\$ 360	\$	-
		<i>Subtotal Buying Services</i>		\$ 6,480
<b>Relocation Services</b>				
Residential Owner / Tenant		\$ 4,332	\$	-
Business Owner / Tenant		\$ 4,332	\$	-
Personal Property Only		\$ 1,815	\$	-
Residential and Business Review		\$ 1,205	\$	-
Personal Property Move Only Review		\$ 460	\$	-
		<i>Subtotal Relocation Services</i>		\$ -
		<b>Total</b>		<b>\$23,415.00</b>
		<b>Use for Land Acquisition</b>		<b>\$23,415.00</b>

\* Quantities shown hereon are assumed based on a preliminary review of the project. Invoiced quantities will be based on the actual quantity required to complete each task.

\*\* The unit price shown is based on the current INDOT Real Estate Fee schedule. Actual invoiced unit price will be based on the current INDOT Real Estate Fee schedule at time the task is completed.

## GRANT AGREEMENT

Contract #000000000000000000084115

This Grant Agreement (“Grant Agreement”), entered into by and between the Indiana Department of Environmental Management (the “State”) and Delaware County Highway Department (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$10,000.00 (the “Grant”) to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibit A, Scope of Work and Budget** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**FUNDING SOURCE:** Program Title – Waste Tire Management Fund 35310

**2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as 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 Grantee.

**3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the state written progress reports and a written final report. The Grantee shall submit the progress reports at nine (9) months and eighteen (18) months after execution of the agreement. The Grantee shall submit the final report a minimum of ten (10) business days prior to expiration of the agreement.

**4. Term.** This Grant Agreement commences on the date of the last signatory and shall remain in effect for eighteen (18) months. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.



**5. Grant Funding.**

A. The State shall fund this Grant in the amount of \$10,000.00. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within sixty (60) calendar days following any purchase(s) or completion of work performed on or for the Project. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following any purchase(s) or work provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days

after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B, Annual Financial Report for Non-Governmental Entities**.

**9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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 Grantee 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 Grant, the**

**Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that neither it nor its subcontractors has any current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on

behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

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

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

**10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor 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 subcontractor for work to be performed under this Grant Agreement.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a

violation occurring in the workplace no later than five (5) days after such conviction;  
and

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) 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
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

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

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility

Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Janet Arnold  
100 N. Senate Avenue  
Indianapolis, IN 46201  
[Wastetiregrants@idem.IN.gov](mailto:Wastetiregrants@idem.IN.gov)

B. Notices to the Grantee shall be sent to:

Angela Moyer  
7700 East Jackson Street  
Muncie, IN 47302  
[amoyer@co.delaware.in.us](mailto:amoyer@co.delaware.in.us)

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

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Grantee acknowledges that the State will not treat this Grant as containing confidential information and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local, and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit(s)** (not applicable to this Grant) and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:**

**"Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**26. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

**3. Implementation of and Reporting on the Project** – Modified by agreement of the Parties to indicate timing of Reports

**6. Payment of Claims** – Modified by agreement of the Parties

**9. Compliance with Laws** – Modified by agreement of the Parties

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**Non-Collusion, Acceptance**

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

**Agreement to Use Electronic Signatures**

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

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

Delaware County Highway Department

Indiana Department of Environmental Management

By: *James King*  
392C1DF81E1248C

By: *Parmonay Stover-00495*  
512B04FD23C3463...

Title: Commissioner

Title: chief of staff

Date: 6/3/2024 | 16:03 EDT

Date: 6/6/2024 | 16:25 EDT

Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Joseph M. Habig, Acting State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E Rokita, Attorney General



**EXHIBIT A  
SCOPE OF WORK AND BUDGET**

Delaware County Highway Department will receive a Waste Tire Grant of up to \$10,000.00 towards one or more waste tire events and/or clean-ups aimed to reduce the amount of waste tires in Delaware County, Indiana. The Grantee will not provide a cash match for this Grant.

The Grantee will not expend any moneys listed below until this Grant Agreement is fully executed. Furthermore, the Grantee agrees not to seek reimbursement under this Grant Agreement for tangible property, supplies, services and/or equipment purchased outside the term of this Grant Agreement. Signing this Grant Agreement indicates that the Fiscal Officer for the Grantee has been notified and understands that purchases made prior to the commencement date set out in Section 4. Term are not, under any conditions, eligible for reimbursement. The purchase date is defined as the date on the original invoice.

**Approved Project Budget**

Project Purchase	Grant Award Amount
Collection and management of waste tires including an advertisement budget of no more than \$500.00	\$10,000.00
<b>TOTAL</b>	<b>\$10,000.00</b>

If the cost of any item above is more than the amount indicated, the Grantee shall pay the additional cost.

After the Grant Agreement is fully signed and executed, the State will reimburse the Grantee the State's obligation of each properly documented invoice, as determined by the Indiana Department of Environmental Management, for items in the Approved Project Budget. All payment obligations are subject to the encumbrance of monies and shall be made in accordance with Indiana law and State fiscal policies and procedures.

**Grant Payment Claim Process**

Payment of the Grant funds to the Grantee will be made in arrears (on a reimbursement basis) when conditions set forth below herein are met.

The Grantee must submit to the State a grant expenditure report detailing and documenting disbursements of state, local and/or private funds. The report must include a summary of the grant dollars expended and cash match expended for each item noted in the Approved Project Budget. All expenditures must be allocated to the budget categories of the Approved Project Budget and must be documented as specified below. An expenditure report form is available upon request.

The Grantee must submit to the State invoices or receipts (originals or copies) and one of the proofs of payment listed below in (a) and (b) for all expenditures of grant funds:

- (a) Copies of the front and back of canceled checks spending grant funds, or a bank statement demonstrating payment of check; or
- (b) Copies of an original invoice or statement from the vendor, which shows the description, itemized price and total price of the item(s) purchased and a zero balance for the item(s) purchased.

The Grantee must submit to the State: manifests (if using a waste tire transporter), bill of lading, weigh scale tickets, contract/agreement with waste tire facility or solid waste processing facility, invoice proof of payment.

**Special Conditions**

All claims for reimbursement must be received by the State within thirty (30) days of the termination date of this Grant Agreement as set out in Section 4. Term. Grant amounts left unclaimed or not expended at the expiration of the Grant Agreement will remain with the State.

The Grantee shall submit to the State a final report a minimum of ten (10) business days before the expiration of the Grant Agreement. The final report must include the number of actual jobs created and the amount of material recycled in tons during the grant term. Reimbursement of funds on the final claim will not be released until all Grant Agreement conditions are satisfied and found acceptable by the State.

The Grantee understands and agrees that any tangible property purchased of value over \$1,000 under the terms of this Grant Agreement shall be owned and utilized by the Grantee for the purpose consistent with the intent of this Grant Agreement for the useful life of the equipment. In addition, the State shall maintain an interest in any tangible property purchased under the terms of this Grant Agreement to the extent of the State's contribution.

The Grantee shall be responsible for maintaining the tangible property and the purchase of any insurance for the tangible property shall be the Grantee's sole responsibility.

For tangible property of value over \$1,000, property records must be maintained by the Grantee that include a description of the property, a serial number or other identification number, the source of property, who holds title, the purchase date, and cost of the property, percentage of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Grantee shall provide this information to State upon request. Failure to comply with the above use shall result in forfeiture of grant money used to purchase the tangible property.

Upon award of a Waste Tire Grant, the Grantee is responsible for recognizing the funder (IDEM) on any print materials and signage and to include IDEM representation in any celebratory event(s) relating to the project.

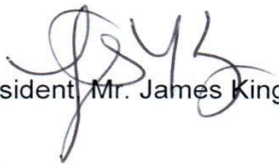
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**EXHIBIT B**  
**ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES**

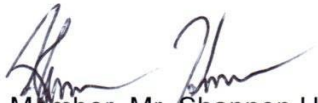
Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

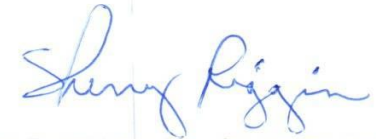
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President, Mr. James King



Member, Mr. Shannon Henry



Vice President, Ms. Sherry Riggin



Auditor, Mr. Ed Carroll