

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 2022 (“Effective Date”) by and between Town of Munster, Indiana Town Council, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and DLZ Indiana, LLC (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2101132

Project Description: Main Street, Phase 1 – Columbia/Sheffield Avenue to Hart Ditch – The design of the proposed complete street reconstruction from the east edge of Columbia/Sheffield Avenue to the west approach to the bridge over Hart Ditch.

### 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 October 30, 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 **\$751,840.00**.

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

Town of Munster  
Mr. Dustin Anderson, Town Manager  
1005 Ridge Road  
Munster, IN 46321

Notices to the CONSULTANT shall be sent to:

Anthony Kenning, DLZ Indiana, LLC  
900 Ridge Road, Suite L  
Munster, IN 46321

With a copy to:  
Barry Lubow Vice President/Legal Counsel  
DLZ Corporation  
6121 Huntley Road  
Columbus, OH 43229

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:
- Dustin Anderson, Town of Munster  
1005 Ridge Road  
Munster, IN 46321
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.

**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.**

[Remainder of Page Intentionally Left Blank]

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  
DLZ INDIANA, LLC**

**LOCAL PUBLIC AGENCY  
TOWN OF MUNSTER, IN  
TOWN COUNCIL**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Joseph C. Zwierzynski, PE  
Chief Operations Officer

Attest:

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Anthony Kenning, PE  
Division Manager

\_\_\_\_\_  
Signature and Date

Ken Schoon  
Ward 1

\_\_\_\_\_  
Signature and Date

Lee Ann Mellon  
Ward 2

\_\_\_\_\_  
Signature and Date

Chuck Gardiner  
Ward 3

\_\_\_\_\_  
Signature and Date

Steven Tulowitzki  
Ward 4

\_\_\_\_\_  
Signature and Date

Andy Koultourides  
Ward 5

\_\_\_\_\_  
ATTEST:  
Signature and Date

Wendy Mis  
Clerk-Treasurer

**APPENDIX A  
SCOPE OF WORK**

SERVICES TO BE FURNISHED BY CONSULTANT:

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

**I. DESCRIPTION OF THE CORRIDOR**

The Town of Munster endeavors to complete the construction of Main Street between Columbia/Sheffield Avenue and US 41 in the Town of Munster, Lake County, Indiana. The design and construction of the Main Street project will be completed in phases, as funding is available.

The assumed phases of the project include federal and state subsidized projects as follows:

Des. Nos.	Limits	Approximate Centerline Distance, ft	FY Construction Funding Available	Funding Source
2101132	Columbia/Sheffield Avenue to Hart Ditch – Phase 1	4,000	2025	STBG
TBD	Hart Ditch to White Oak Avenue – N/C	3,950	TBD	TBD
TBD	White Oak Avenue to US 41 – N/C	4,300	TBD	TBD

N/C – Not in Contract

The first phases of work are scheduled for construction on or before the Spring of 2025, with the project described herein, and is expected to continue in the order listed above in subsequent construction seasons, as federal funding for the roadway project is available through Northwestern Indiana Regional Planning Commission (NIRPC).

**II. DESCRIPTION OF THIS PROJECT**

This agreement encompasses the design of the proposed roadway, multi-use trail and/or sidewalk(s), and drainage work necessary to complete Des. No. 2101132 Main Street from east edge of pavement of Columbia/Sheffield Avenue to the west bridge approach to the bridge over Hart Ditch as shown in **Exhibit A**.

Due to the limited change in elevation throughout the corridor, conveyance of drainage for the majority of the project may include roadside ditches with possible curb turnouts directly discharging into roadside ditches. Existing drainage patterns will be perpetuated where feasible and the overall stormwater management plan will incorporate stormwater best management practices where feasible. However, storm sewer may be required in some locations. Proposed ditches will be evaluated and bioswales and plantings may be proposed.

The project will discharge to the Hart Ditch, a Lake County regulated drain. Additionally, the ditch along the north and south side of Main Street just west of Hart Ditch are included on the FEMA flood maps as a floodplain.

A Waters of the US Determination Report services for surface waters and wetlands will be provided for the project. The Waters of the US Determination will be based on DLZ's best judgment based on the guidelines set forth by the US Army Corps of Engineers for determining the jurisdictional status of surface waters and wetlands. If wetlands are identified, a routine wetland delineation will be performed.

Main Street will follow the existing roadway alignment within these project limits, a centerline distance of 4,000 feet. The design speed of Main Street will be 35 mph. The design criteria used for Main Street for this project will be partial 4R, Minor Arterial. It is intended that Main Street will be a complete street with a minimum two-lane roadway. Depending upon the outcome of the roadway configuration study and public outreach meeting, the corridor may include a combination of pedestrian sidewalks, a bike lane, and/or a separate multi-use path. A raised, concrete median island may be placed with gaps at roadway approaches.

If a multi-use path is selected during the roadway configuration study and public outreach meeting, a new 8-foot wide concrete multi-use path with 2-foot wide aggregate shoulders will be designed along the north or side of Main Street within the project limits.

New asphalt approaches with concrete curb and gutter will be proposed at the "S-Lines" of Fillmore Avenue, Wellington Drive, and Cobblestone Road. The length of construction along each of the "S-Lines" is anticipated to be 75-feet or less along each centerline from the edge of Main Street pavement.

Other project features include:

1. Installation of culverts to convey stormwater under roadway approaches, driveways, and between roadside ditches on each side of Main Street.
2. Installation of ADA curb ramps at the intersections of:
  1. The northeast corner, only, of Columbia/Sheffield Avenue at Main Street
  2. Calumet Avenue at Main Street
  3. Fillmore Avenue at Main Street
  4. Wellington Drive at Main Street
  5. Cobblestone Road at Main Street
3. Replace existing driveway approaches with concrete driveway approaches and grade transitions for sidewalks.
4. Traffic signal counts and timing analysis for:
  1. Columbia/Sheffield Avenue at Main Street
  2. Calumet Avenue at Main Street
5. Traffic signal designs with intersection lighting at:
  1. Columbia/Sheffield Avenue at Main Street – pedestrian pedestal in northeast and northwest corner only.
  2. Calumet Avenue at Main Street
6. New permanent pavement markings and regulatory signs/posts for the roadways and multi-use trail.

7. Coordinate with NICTD and NICTC/TOD’s Consultant MKSK on the NICTD intersection improvement project at Columbia/Sheffield Avenue at Main Street for the purposes of geometric design and maintenance of traffic planning.

The CONSULTANT shall be responsible for completing the following activities:

<b>Summary of Tasks and Activities</b>			
<b>Task</b>	<b>Description</b>	<b>Task</b>	<b>Description</b>
1	Roadway Configuration Study	13	Custom Signing
2	Aesthetic Design Report	14	Pavement Design
3	Project Management	15	IDEM Rule 5 Permit
4	Topographic Survey Data Collection	16	USACE Section 404 Permit
5	Location Control Route Survey Plat	17	IDEM Section 401 Permit
6	Environmental Document Preparation (NEPA)	18	IDNR Construction in a Floodway Permit, As Required
7	Water of the US Determination Report	19	Lake County Drainage Board Application, As Required
8	Routine Wetland Delineation, As Required	20	Utility Coordination Services
9	Geotechnical Services	21	Public Hearing, As Required
10	Road Design and Plan Development	22	Right of Way Services <ul style="list-style-type: none"> <li>• Title Research</li> <li>• R/W Engineering</li> <li>• R/W Staking</li> <li>• Early Assessment/Right of Way Cost Estimate</li> </ul> Appraisal Problem Analysis
11	Planting Design	23	Bid and Construction Phase Services
12	Pedestrian Lighting Design		

**A. Task 1 Roadway Configuration Study**

The CONSULTANT shall prepare preliminary the following typical sections and roll plot exhibits of plan view for LPA review:

1. Roadway with bike lane and sidewalks
  - a. With Median
  - b. Without Median
2. Roadway with multi-use path and sidewalk
  - a. With Median
  - b. Without Median

The CONSULTANT shall prepare a list of challenges and benefits related to utilities, safety, aesthetics, and other pertinent project related information.

**3. Deliverables:**

- a. Four (4) Roll plot exhibits detailing proposed edges of pavement, shoulder/curb, multi-use path, sidewalk(s), pavement markings, and approximate ditch centerline.
- b. Four (4) Typical Section exhibits detailing proposed edges of pavement, shoulder/curb, multi-use path, sidewalk(s), and approximate ditch centerline.

- c. Four (4) Engineer's Opinion of Probable Construction Cost Estimates.

**B. Task 2 Aesthetic Design Report**

Prior to beginning Stage 1 plan development, the CONSULTANT shall prepare an Aesthetic Design Report. The report will contain up to three options for discussion relating to lighting, signs, furnishings, plantings, and other potential streetscape features to support a heightened project aesthetic. The report will include:

1. Images/renderings of proposed material options and feature designs.
2. Material cut sheets.
3. Narrative to support images.
4. Conceptual level cost implications of each proposed option.
5. **Deliverable:**
  - a. The CONSULTANT shall submit an electronic deliverable to LPA.

**C. Task 3 Project Management**

The CONSULTANT shall provide Project Management services including the following:

1. The CONSULTANT will follow the INDOT Local Public Agency (LPA) Guidance Document, and procedures therein.
2. The CONSULTANT shall manage the activities described in Appendix "A" (Scope of Work) among the project team members. The CONSULTANT's project manager (PM) will be in charge of overall project management in addition to being the LPA's direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between Professional and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget.
3. The CONSULTANT shall coordinate and attend meetings with the LPA as appropriate to facilitate the management and development of project design elements. Meetings will be held to discuss plan progress and technical issues requiring action by the LPA and other third parties. Meetings will be held with the LPA on an as-needed basis to facilitate the acquisition of the necessary project right-of-way parcels.
4. The CONSULTANT shall coordinate and assist in the preparation INDOT LPA Quarterly forms for review by the LPA prior to submittal to NIRPC and INDOT and attend quarterly meetings.
5. Coordination to incorporate the NICTD design team's public outreach findings, for geometric design, maintenance of traffic phasing, and durations between the CONSULTANT and intersection project at Columbia/Sheffield Avenue and Main Street for the NICTD Rail Station project. Town of Munster shall make available to the CONSULTANT the proposed horizontal and vertical alignments, plan linework, typical sections, and proposed schedule for construction of the intersection improvements at Main Street at Columbia/Sheffield Avenue for the NICTD Rail Station project and the CONSULTANT will incorporate the proposed geometry and schedule into the plans and maintenance of traffic plan for this project.
6. The CONSULTANT shall implement quality management procedures to satisfy the project requirements. The CONSULTANT shall coordinate these procedures with the SUBCONSULTANTS at each plan submittal stage for continuity of design standards and plans throughout the project limits.

7. The CONSULTANT shall implement quality assurance and control procedures to ensure the CONSULTANT’s work satisfies the project requirements. The CONSULTANT shall coordinate these procedures with the SUBCONSULTANTS at each plan submittal state to ensure continuity of design standards and plans throughout the project limits.
8. **Deliverables:**
  - a. Provide assistance in drafting the Local Quarterly Reports through the LTAP or RTIP reporting system.
  - b. Attend Local Quarterly meetings with LPA, Northwestern Indiana Regional Planning Commission, and INDOT.

**D. Task 4 Topographic Survey Data Collection**

1. Establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Coordinate System of 1983, West zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
2. Provide topographic mapping for approximately:

Roadway	Approx. Length, ft
Main Street	4,100

within the limits indicated in **Exhibit A**. The mapping will include features such as curbs, sidewalks, edge of pavement, edge of shoulder, signage, traffic poles, fences, outline of landscape areas, outline of wooded areas, and trees over 6” in diameter.

3. Locate and provide rim elevations for found castings (manholes, catch basins and curb inlets) within the project limits, including those just beyond the curb line.
4. Detail known existing sanitary and storm structures to determine invert elevations, flow direction, type and size of pipes.
5. Known subsurface utilities will be depicted based on the field survey of surface markings provided by Indiana Underground Plant Protection Service.
6. Create topographic base map from the survey data. DLZ will combine newly collected data with survey data collected, by others, for the NICTD Columbia/Sheffield Avenue at Main Street intersection improvement project. DLZ will verify benchmarks, control points, and datum and merge topographic information into one drawing file.
7. Right of way/property lines based on available field investigation and recorded subdivision plats, apparent right of way will be shown for any areas lying outside of a subdivision. Lot lines will be depicted per the recorded subdivision plats or GIS information.
8. **Deliverables:**
  - a. The CONSULTANT shall maintain for review by LPA, at their discretion, all survey information relative to the project, as specified in the Indiana Department of Transportation Design Manual (IDM). This includes all required electronic survey files as defined in the IDM.
  - b. The CONSULTANT shall obtain recorded and readily available deeds of record, subdivision plats, survey plats, section corner location information and section or auditor plats for all properties within the project limits for subsequent review by LPA at their discretion.

**E. Task 5 Location Control Route Survey Plat**

1. DLZ will prepare a Location Control Route Survey Plat for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat will provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions.

The plat will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. DLZ will record this plat in the Lake County Recorder's Office.

2. **Deliverables:**
  - a. Recorded Location Control Route Survey plat.

**F. Task 6 Environmental Document Preparation (NEPA)**

The CONSULTANT shall perform the following base services to complete a Level 2 Categorical Exclusion Environmental Study (CE) to satisfy State and Federal environmental documentation requirements. The environmental compliance services shall consist of the following work elements:

1. Project Management: This task includes all file management, subconsultant management, review of project budget, and general project management activities associated with the preparation of the CE document.
2. Perform field reconnaissance to verify that the INDOT Level 2 CE impact criteria and thresholds would not be exceeded by the project, and to collect information on resources within the project area.
3. Prepare preliminary resource information about the project and project area including supporting maps and photographs (aerial and ground).
4. Prepare a Red Flag Investigation using the current INDOT template, including IDEM Virtual File Cabinet Data review.
5. Perform Early Coordination with state and federal natural resource and regulatory agencies.
6. Complete USFWS IPaC programmatic consultation.
7. Perform environmental studies, including Environmental Justice Analysis, among others.
8. Prepare a Draft CE, using the appropriate current INDOT document template, for INDOT review/comment.
9. Revise the Draft CE, as necessary, and submit to INDOT for release for public involvement.
10. Assist in the disposition of public comments relating to environmental issues.
11. Finalize the CE after INDOT certification of the public involvement process. Submit the Final CE to INDOT for approval.
12. Prepare requested duplicate copies of approved CE distribution and the LPA's files.
13. Complete and upload the Environmental Commitments Database Spreadsheet.

The above-described environmental compliance services shall be performed in accordance with the Procedural Manual for Preparing Environmental Documents (INDOT, 2008), the Indiana Categorical Exclusion Manual (INDOT/FHWA-IN, 2021), the Indiana Cultural Resource Manual (2014) and other guidance and/or procedures for compliance issued by INDOT and FHWA.

14. **Deliverables:**
  - a. A pdf copy of the environmental document and/or other studies will be transmitted to INDOT for review/approval.
  - b. A pdf copy and two copies of all hard-copy and electronic correspondence related to the project if specifically requested to do so by LPA. Otherwise, the CONSULTANT shall maintain a full record of such correspondence for subsequent review by LPA at their discretion.

**G. Task 7 Waters of the US Determination Report**

The CONSULTANT shall provide Waters of the US Determination Report services for surface waters and

wetlands for the project. The Waters of the US Determination will be based on DLZ's best judgment based on the guidelines set forth by the US Army Corps of Engineers for determining the jurisdictional status of surface waters and wetlands. The final determination of jurisdictional waters is ultimately made by the US Army Corps of Engineers. The services required for the Waters of the US Determination Report include:

1. Gather available secondary source data including, but not limited to, topographic and/or USGS quadrangle maps, National Wetland Inventory Maps, NRCS soil surveys, aerial photographs, and FEMA flood maps and various documents and maps that may be available from State, county or local public agencies.
2. Perform an on-site reconnaissance to collect supplemental information about the general characteristics of identified drainage features and wetlands including vegetation, soils and site hydrology. Review the collected data and determine whether the vegetation, soils and hydrology characteristics indicate the presence of jurisdictional wetland(s).
3. Conduct field flagging of the ordinary high-water mark (OHWM) of any potentially jurisdictional the ditch/surface waters for survey location.
4. Prepare a brief report of the Waters of the US Determination findings including a location map and study boundary shown on a site drawing or aerial photograph.
5. Complete a Preliminary Jurisdictional Determination Form for inclusion in the report.
6. **Deliverables:**
  - a. A .pdf copy of the Waters of the US Determination Report will be furnished to the LPA.
  - a. A .pdf copy of the PJD form will be furnished to the LPA.

#### **H. Task 8 Routine Wetland Delineation, If Required**

If wetlands are identified during the preparation of the Waters of the US Determination Report, the CONSULTANT shall perform Routine Wetland Delineation services for the LPA for the in accordance with the *Corps of Engineers 1987 Wetland Delineation Manual (Department of the Army Technical Report Y-87-1)*. The results of the wetland delineation will be incorporated into the Waters of the US Determination Report. The services required for the Routine Wetland Delineation services include:

1. Establish observation points for each representative aquatic and upland community by either the site traverse or transect techniques and collect vegetation, hydrology and soil data from each observation point for use in determining jurisdictional wetland locations and for delineating the wetland/upland boundaries. Paired data sheets will be prepared for each wetland identified describing typical wetland and upland conditions.
2. Delineate wetland/upland boundaries and mark boundaries in the field by survey flagging tapes for survey location.
3. Update the Waters of the US Determination Report to include the delineation results and findings and a wetland delineation drawing/map showing the surveyed boundary. An appendix containing data sheets and photographs of the wetland areas will also be included.
4. Review the findings with the Client.
5. Conduct on-site delineation verification meeting with the US Army Corps of Engineers if needed.

6. **Deliverable:**
  - a. A .pdf copy of the updated Waters of the US Determination Report will be furnished to the LPA.

**I. Task 9 Geotechnical Services**

The CONSULTANT shall make or cause to be made, a complete roadway geotechnical investigation to be in accordance with the Geotechnical Manual, 2019 Edition, of which a copy is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made a part hereof. The Geotechnical Investigation shall include the following:

1. Prior to making the borings, the CONSULTANT shall submit boring specifications and boring locations and sketches for approval by the LPA. The CONSULTANT shall backfill bore hole or cause to be backfilled in accordance with Aquifer Protection Guidelines, dated October 30, 1996. A copy of the document is on file with the Indiana Department of Transportation, Division of Materials and Tests, Geotechnical Section.
2. The CONSULTANT will provide equipment, labor, and associated materials to drill and sample seven (7) soil borings to a depth of fifteen (15) feet each and four (4) pavement cores along Main Street and two (2) boring to a depth of twenty-five (25) feet for traffic signal supports at Calumet Avenue and Main Street.
3. Split-spoon samples will be obtained at two and one-half (2 ½) ft interval to a depth of 15 ft. Standard Penetration Tests (SPT) values will be recorded for each split spoon samples.
4. In addition, a total of six (6) hand sounding will be completed along the proposed multi-use trail to a depth of six (6) ft to eight (8) ft below the existing grade, if possible. Borings and cores as summarized below:

Roadway	Approx. Length, ft	No. of Soil Borings@ Depth	No. of Pavement Cores	Hand Soundings
Main Street	4,000	7@15' 2@25'	4	-
Total Roadway	4,000	7@15' 2@25'	4	-
<b>Trail</b>				
Multi-use Trail	4,000	-	-	6
Total Trail	4,000	-	-	6

5. Groundwater observations will be made during and immediately after completion of the drilling. In addition, at least 24 hours groundwater observations will be made in selection test locations.
6. The soils-testing program will include natural moisture content, visual soil classification, unconfined compressive strength using a hand penetrometer, Plasticity Index, grain size analysis, water soluble sulphate and pH tests will be performed on select samples. One (1) Standard Proctors and resilient modulus (on cohesive soils only) tests will be performed on bulk soil samples obtained from the site, resilient modulus of existing subgrade, resilient modulus of proposed subgrade determination, and subgrade treatment type recommendations.
7. The geotechnical report will include a detailed description of the project, field and laboratory testing procedures, a characterization of the soil and groundwater conditions, and recommendations for the design and improvements of Main Street and the multi-use trail. The report will also contain a site location map, a summary of laboratory test results, and recommendations for preliminary pavement design roadway subgrade treatment, underdrain

and storm sewer design considerations and dewatering (if necessary). The boring locations and soil profiles will be presented on the Plan and Profile Drawings.

8. Perform a geotechnical review of the Final Check Prints.
9. **Deliverables:**
  - a. A .pdf copy of the final approved Geotechnical Report shall be furnished to the LPA.
  - b. After the report is accepted the CONSULTANT shall review and sign the Final Check Prints form to verify the compliance with the geotechnical recommendations.

**I. Task 10 Road Design and Plan Development**

The CONSULTANT shall prepare preliminary plans, which shall be in accordance with the accepted standards for such work and in accordance with the Indiana Manual on Uniform Traffic control Devices (IMUTCD), INDOT Standard Specifications, INDOT Standard Drawings, INDOT Recurring Special Provisions and Plan Details, INDOT Special Provision Technical Advisories, Design Memorandums and the IDM and Town of Munster Standards.

1. The CONSULTANT shall prepare Unique Special Provisions as described in IDM Chapter 14 & 19.
2. Following approval of the hearing plans, approval of the Environmental Document, completion of the Public Hearing requirements, and any AI documents, to be completed under a separate contract, the CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications and final cost estimates for the construction of the project.
3. The statement of probable construction costs and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.
4. Develop a Traffic Control Plan that will coordinate with the construction of NICTD intersection reconstruction project of Main Street at Columbia/Sheffield Avenue, if necessary.
5. Coordinate the design with the design of adjacent projects to ensure construction compatibility and continuity.
6. The CONSULTANT shall arrange and attend such conferences with officials of INDOT and other interested agencies, as required. The CONSULTANT shall prepare presentation materials for the following meetings:
  - a. Field Check – The CONSULTANT shall arrange and attend the preliminary field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.
  - b. NICTD Coordination Meeting – The CONSULTANT shall review plans provided by the Town of Munster for the sole purpose for coordination of the horizontal and vertical geometry and the Maintenance of Traffic Plan prior to the Stage 1 submittal and again prior to Stage 3 submittal and incorporate timeframes given by the Town of Munster for NICTD closures of Main Street at Columbia/Sheffield Avenue for intersection reconstruction.
  - c. A public involvement plan or public meeting outside of the public hearing is not anticipated nor included in these scopes of services.
7. The CONSULTANT shall perform hydraulic calculations in accordance with the Indiana Design Manual Chapter 203.
  - a. The CONSULTANT shall utilize calculation methods acceptable to INDOT to design the roadside ditches and/or storm sewers for conveyance, detention and/or water quality. The CONSULTANT will design stormwater detention (if required) to detain runoff and release it

at the required release rates. If applicable, the stormwater management system will also incorporate water quality features that promote particulate settling / removal.

- b. The CONSULTANT shall use contour data generated from 2013 LiDAR data to delineate watersheds outside the R/W tributary to the proposed roadway. Additional runoff to be conveyed by the proposed roadway inlet and roadside / trailside ditch management system will be estimated from the delineated watersheds for impact on the proposed stormwater management system.
- c. The CONSULTANT shall prepare inlet casting capacity and gutter spread calculations in compliance with INDOT requirements.
- d. Where required, the CONSULTANT shall provide storm sewer calculations in compliance with INDOT requirements.
- e. Where curb turnouts are feasible, the CONSULTANT shall prepare calculations for curb cut spacing and width in accordance with INDOT requirements.

8. Complete turning movement counts from 7 am to 7 pm on a Tuesday, Wednesday or Thursday and traffic signal timing analysis and recommendations at the following intersections:

Columbia/Sheffield Avenue at Main Street  
Calumet Avenue at Main Street

The findings of the turning movement counts and signal timing analysis will be summarized in a short memo outlining the turning movement counts, signal timing analysis, and findings.

9. The CONSULTANT shall design and develop Plans and Specifications for the construction of new fully actuated traffic signals, with pedestrian indications (symbolic, with pedestrian count-down timer), at the intersections of:

Columbia/Sheffield Avenue at Main Street  
Calumet Avenue at Main Street\*

\*Pedestrian actuation for east-west crossing of north leg of the intersection

Vehicle detection will be provided; pedestrian actuation will be by push-buttons mounted on the traffic signal poles. All traffic signal indications will be LED. Intersection lighting will also be provided by using a mast arm signal poles. Wireless interconnect between these two (2) signals will also be designed with a master controller being added to the traffic signal cabinet at Calumet Avenue at Main Street.

- 10. If the project Geotechnical Report specifies that underdrains should be used on a specified section or sections of the project, the CONSULTANT shall evaluate providing underdrain system and detail this design in the plans, provided that the water table and the necessary gradient for underdrains to function properly can be provided without modifying the profile grades.
- 11. The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.
- 12. The CONSULTANT shall include the removal of existing trees and their roots in the construction contract documents.
- 13. The CONSULTANT shall review the contract bid package and coordinate necessary corrections with the INDOT Contracts Administration Division.
- 14. **Deliverables:**
  - a. The CONSULTANT shall submit electronic deliverables to the LPA and INDOT in accordance with the Indiana Design Manual and Appendix C - Schedule.

**J. Task 11 Planting Design**

The CONSULTANT shall prepare landscape plans and details. Landscape design shall include:

1. Prepare a preliminary Field Check landscape plan identifying locations for street trees, bioswale plantings, and other ornamental plantings.
2. Prepare Stage 3 and Final Tracing plans indicating location and species of all proposed street trees, bioswale plantings, and other ornamental plantings. Plans will include planting details and a plant schedule.
3. Prepare planting special provisions including proposed soil modification specifications.
4. A statement of probable construction costs and unit prices for planting and planting soil modifications shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work
5. **Deliverable:**
  - a. The CONSULTANT shall submit electronic deliverables to LPA and INDOT in accordance with the INDOT Design Manual and Appendix C – Schedule

The CONSULTANT shall submit an electronic image file of proposed artwork to the Contractor for use in sign fabrication

**K. Task 12 Pedestrian Lighting Design**

The CONSULTANT shall design and prepare ornamental pedestrian trail lighting plans along the multi-use trail and/or sidewalk(s). Lighting will be used to illuminate the multi-use trail and/or sidewalk(s) within the project limits, an approximate length of 4,000 feet. The fixture type to be determined by the LPA through the Aesthetic Design Report and Public Outreach process (by others). Services include:

1. Perform lighting level calculations using Visual software.
2. Coordinate with the electric utility to verify the service point location.
3. Perform voltage drop calculations.
4. Prepare proprietary material requests for ornamental light pole and fixture selected by the LPA, if required.
5. Street lighting is not planned for adjacent streets.
6. **Deliverable:**
  - a. The CONSULTANT shall submit electronic deliverables to LPA and INDOT in accordance with INDOT Design Manual and Appendix C – Schedule.

**L. Task 13 Custom Signing**

The CONSULTANT shall design one (1) unique gateway monument sign.

2. The gateway monument sign will be character defining. The CONSULTANT shall develop final construction sign details based on the discussions and decisions made following the completion of the Aesthetic Design Report.
3. **Deliverable:**
  - a. The CONSULTANT shall submit electronic deliverables to LPA and INDOT in accordance with the INDOT Design Manual and Appendix C – Schedule
  - b. The CONSULTANT shall submit an electronic image file of proposed artwork to the Contractor for use in sign fabrication.

#### **M. Task 14 Pavement Design**

The CONSULTANT shall prepare a pavement design for review and approval by the LPA. Pavement design activity shall include the following:

1. Review of Geotechnical Report and pavement core logs.
2. Design a full-depth asphalt pavement section. Pavement design will be performed using AASHTOWare Software, given the pavement thickness information from pavement cores, age of pavement, and subgrade moduli.
3. Prepare and submit one pavement design approval request package for submittal to LPA with plan submittals for informational purposes, consisting of:
  - a. One pavement design (HMA) for permanent mainline pavement on Main Street and permanent S-line pavement on Calumet Avenue, Filmore Avenue, Wellington Drive, and Cobblestone Road.
4. Respond to pavement design questions from LPA and incorporate minor pavement design modifications requested by INDOT.
5. **Deliverables:**
  - a. One pavement design package stamped and signed by a licensed, registered Engineer in the State of Indiana in conformance with IDM Chapter 601.

#### **N. Task 15 IDEM Rule 5 Permit**

1. Prepare a Project Location Map.
2. Prepare Plan and Profile Sheets and Erosion Control Plans to show existing vegetation, drainage patterns, adjacent land use, storm water discharge locations, ultimate receiving waters, the proposed storm water system, construction details of outlet protection below the storm water outlets and watercourses on and adjacent to the project site.
3. The erosion control plan will show the location, dimensions and construction details for the initial perimeter protection. The plan shall also show the location, dimensions and construction details of all Temporary Erosion Control Measures.
4. Provide a plan showing the location, dimensions, and construction details of all Permanent Erosion Control Measures.
5. Provide the specifications and Details for proposed Storm Inlet Protection, Stable construction entrances and erosion and sediment control on individual lots, as required.
6. Provide maps showing the Floodplains, Floodways, and Floodway Fringes.
7. Determine soil types within the project area.
8. Provide a schedule when disturbed areas will be stabilized and specifications for permanent seeding.
9. Delineate the disturbed and preserved areas and proposed locations of soil stockpiles and borrow areas.
10. Complete permit application form.
11. **Deliverables:**
  - a. Erosion Control Plan Sheets, Details, and Quantity Table, as necessary.
  - b. Permanent Erosion Control plan showing the location, dimensions, and construction details.
  - c. Erosion Control Report including project area maps, floodplain/floodway maps, soil type map and necessary project descriptions.

- d. Permit application form and monitor progress once permit is submitted to Lake County Soil and Water Conservation District and IDEM and provide additional information that may be required to secure permit.

**O. Task 16 USACE Section 404 Permit**

1. The CONSULTANT shall identify the permits required and supply permit application forms with documentation necessary to obtain the permits.
2. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits.
3. Upon LPA approval of the permit application forms, the CONSULTANT shall submit the permit application to the permitting agency.
4. The CONSULTANT shall track the status of permits and permit expiration dates to ensure that valid permits will be available for the current project construction schedule.
5. **Deliverables:**
  - a. Permit application form and monitor progress once permit is submitted to USACE and provide additional information that may be required to secure permit.

**P. Task 17 IDEM Section 401 Permit**

1. The CONSULTANT shall identify the permits required and supply permit application forms with documentation necessary to obtain the permits.
2. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits.
3. Upon LPA approval of the permit application forms, the CONSULTANT shall submit the permit application to the permitting agency.
4. The CONSULTANT shall track the status of permits and permit expiration dates to ensure that valid permits will be available for the current project construction schedule.
5. **Deliverables:**
  - a. Permit application form and monitor progress once permit is submitted to IDEM and provide additional information that may be required to secure permit.

**Q. Task 18 IDNR Construction in a Floodway (CiaF) Permit, As Required**

1. The CONSULTANT shall identify the CiaF permits required for Hart Ditch and supply permit application forms with documentation necessary to obtain the permits. It is assumed that there will be one permit required on each Ditch.
2. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits.
3. Upon LPA approval of the permit application forms, the CONSULTANT shall submit the permit application to the permitting agency.
4. The CONSULTANT shall track the status of permits and permit expiration dates to ensure that valid permits will be available for the current project construction schedule.
5. **Deliverables:**
  - a. Permit application form and monitor progress once permit is submitted to IDNR and provide additional information that may be required to secure permit.

**R. Task 19 Lake County Drainage Board Application – 1 Application, As Required**

1. The CONSULTANT shall identify the applications required for each legal drain impact and supply completed application forms with documentation necessary to obtain the application approval.
2. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required applications.
3. Upon LPA approval of the application form, the CONSULTANT shall submit the application to the Lake County Drainage Board.
4. The CONSULTANT shall attend one (1) Lake County Drainage Board meeting, if required.
5. The CONSULTANT shall track the status of the application to ensure that valid permits will be available for the current project construction schedule.
6. **Deliverables:**
7. Permit application form and monitor progress once application is submitted to the Lake County Drainage Board and provide additional information that may be required to secure permit.

**S. Task 20 Utility Coordination Services**

DLZ shall perform utility coordination services in accordance with Indiana Design Manual, Chapter 104 (“IDM”) and 105 IAC 13. If a conflict exists between the IDM and any other INDOT training, the IDM shall govern.

1. DLZ shall have an INDOT Certified Utility Coordinator as part of the project team.
2. At the start of a project, CONSULTANT shall identify project limits and develop a schedule of utility coordination tasks to be done on the project. CONSULTANT will be responsible for initial utility identification, sending the letters required by the IDM, coordinating with the utility throughout the project, and completing the utility coordination certification and special provision 107-R-169.
3. CONSULTANT shall perform other utility coordination services from time to time.
4. CONSULTANT’s utility coordination services under this section do not include contractor constructability or safety reviews. CONSULTANT will notify LPA if, in the process of performing its utility coordination services, it becomes aware of any existing utilities that it believes create a Constructability Conflict, as described in IDM Section 104-3.05(01).
5. **Deliverables:**
  - a. Letters, notices, and completed utility certification form.

**T. Task 21 Public Hearing, As Required**

The CONSULTANT shall assist the LPA in one Design Hearing, if required. The CONSULTANT shall provide the following services as required for the meeting:

1. Prepare meeting materials for the meeting, including displays and handouts.
2. Prepare a Power Point presentation to present at the meeting.
3. Attend the meeting to facilitate the meeting, present the project and answer questions from the public concerning the project.
4. Prepare legal notices for publication concerning hearing location, date, etc.
5. It is envisioned the public meeting will be help in an open house format.
6. **Deliverables:**
  - a. Prepare the Hearing transcript and recommended responses to comments received at the Design Hearing.

**U. Task 22 Right of Way Services**

The CONSULTANT shall perform the following right of way activities for an approximately twenty-seven (27) parcels in accordance with INDOT's and FHWA's procedures as outlined in the Right of Way Acquisition Procedure Manual for Local Public Agencies by INDOT, October 11, 2007. Right of Way activities shall include:

1. **Title Research**
  - a. Obtain the Title and Encumbrance Report for affected right of way parcels.
  - b. Obtain the Title and Encumbrance Report updates for affected right of way parcels, if required.
2. **R/W Engineering**
  - a. Verify existing right of way, for LPA to certify.
  - b. Calculation and placement of existing parcel lines and encumbrances from title reports.
  - c. Provide legal descriptions and transfer documents for each parcel. The descriptions shall be prepared and certified by a land surveyor registered in the State of Indiana.
3. **R/W Staking**
  - a. Perform right of way staking, in accordance with INDOT's and FHWA's procedures as outlined in the Right of Way Acquisition Manual for Local Public Agencies by INDOT, October 11, 2007. After receipt of the Design/Environmental document Approval and the Public Hearing, the CONSULTANT shall:
    - i. When the appraiser (by separate agreement with the LPA) advises that he requires the right of way taking to be staked so that the appraisal process can proceed, the CONSULTANT will mark the point where the new right of way line crosses each property line and will make each property corner within the proposed taking.
    - ii. When directed, the CONSULTANT will stake the approximate location of the existing right of way lines to assist the property owner to visualize the amount of proposed property to be acquired. Points will be marked by survey stake. The right of way staking is based on completing all parcels once (one time).
4. **Early Assessment Right of Way Cost Estimate**
  - a. Prepare an Early Assessment Real Estate Cost Estimate that includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cot to cures and improvements acquired, and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The CONSULTANT will be responsible for completing all LRS data entry associated with the cost estimate assignment.
5. **Appraisal Problem Analysis**
  - a. Prepare an Appraisal Problem Analysis. CONSULTANT may utilize a member of CONSULTANT's staff for this purpose or may engage a subcontractor.
6. **Deliverables:**
  - a. Provide title and encumbrance reports for affected parcels.

- b. Provide title and encumbrance report updates for affected parcels, if required.
- c. Provide a INDOT Real Estate Cost Estimate Spreadsheet.
- d. Provide a separate folder for each parcel including legal descriptions, transfer documents, plats for parcels requiring permanent taking certified by a land surveyor registered in the State of Indiana, and an applicable plan sheet.
- e. Provide appraisal problem analysis report for affected parcels.

**U. Task 23 Bid and Construction Phase Services**

1. Bidding phase services shall include:
  - a. Address questions from INDOT to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the CONSULTANT.
  - b. Review the final construction documents distributed by INDOT, construction information book (CIB), for bidding purposes for conformance with the CONSULTANT's final tracing submittal.
  - c. Following approval of the tracings and the bidding process administered by the Indiana Department of Transportation, the CONSULTANT will be responsible for attending the Pre-Construction Meeting.
2. The CONSULTANT shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and directed by the LPA.
  - a. Following the award of the construction Contract, the CONSULTANT shall be responsible for attending the pre-construction meeting.
  - b. The CONSULTANT will meet at the project site with the LPA or Resident Project Engineer, as required and as directed by the LPA, to assist in matters that may arise during the construction of the project for the duration of construction.
  - c. The CONSULTANT will attend construction progress meetings during the construction of the project.
  - d. The CONSULTANT will make his services available to the LPA during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
  - e. The CONSULTANT shall review shop drawings for conformance with the plan documents and preparation of responses to Requests for Information (RFI's). Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the contract. Reviews shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. Approval of specific item shall not indicate approval of an assembly of which the item is a component.
  - f. Provide post-letting utility coordination services, including attending those project construction meetings, as required, until all utilities are cleared, and as directed by the LPA.

**V. Design Standards**

The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:

1. Town of Munster and Lake County Standards and Specifications
2. INDOT LPA Guidance Document
3. *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway and Transportation Officials.
4. *Guide for the Development of Bike Facilities*, American Association of State Highway and Transportation Officials (AASHTO).
5. *Roadside Design Guide*, American Association of State Highway and Transportation Officials.
6. *Standard Specifications*, Indiana Department of Transportation.
7. *Road and Bridge Memoranda*, Indiana Department of Transportation
8. *Design Manuals – Parts 1, 2, 3, 4 and 5*, Indiana Department of Transportation
9. *United States Access Board “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way”*, July 26, 2011.
10. *Indiana Manual on Uniform Traffic Control Devices for Streets and Highways*, Indiana Department of Transportation

Where conflicts exist between the different standards or specifications, the CONSULTANT shall coordinate with the LPA, as to which standard or specification to apply to the project.

**W. Assumptions**

DLZ has prepared this scope of work based upon the following assumptions:

1. DLZ will have unencumbered access to the site.
2. DLZ will not have to remobilize to complete any of the additional tasks in the scope of work.
3. It is DLZ’s understanding that the CLIENT intends to mitigate project wetland and stream impacts through an in-leu fee program or wetland bank.
4. Excessive agency review periods for permits and Environmental Documentation are not controllable by DLZ, and DLZ makes no assurance of agency approval periods.
5. The CLIENT will remove any trees necessary to complete the geotechnical investigation.
6. The CLIENT may remove trees greater than 3-inch diameter breast height (dbh) prior between October 1<sup>st</sup> and April 1<sup>st</sup> under a separate contract. The documents necessary for a separate tree removal contract are not included in this agreement.
7. The CONSULTANT’s attendance at Town Council and other Town Board meetings is not necessary.
8. Wetland Determination services require making observations of vegetation and soil characteristics that cannot be performed when the ground is snow covered, frozen, or flooded. The USACE reserves the right to reject wetland field work conducted outside the growing season. Therefore, it is recommended that services are conducted between April 15 and October 15.
9. Manufactured water quality best management practices will not be necessary to complete the project.
10. Any additional detention required for the project will be available within the existing right of way in the proposed ditches to allow for additional roadway runoff.
11. A separate submittal of the boring locations and/or the geotechnical report to INDOT will for their review will not be required.

12. The LPA will secure a site with necessary audio/visual capabilities to present a Power Point presentation and provide microphones and any accommodations requested by the public for the Public Hearing, if required.
13. Lake County will approve the application for legal drain impacts and require only one meeting to grant those approvals.
14. Hydraulic calculations will not be reviewed by INDOT as this project does not outlet to INDOT right of way and INDOT right of way does not drain to this project.
15. Driveway culvert will not require an individual analysis for sizing of the culvert.
16. Street lighting for vehicles, other than intersection lighting at traffic signals, watermain, sanitary sewer, and curb ramps at driveway approaches will not be necessary to complete the project.
17. The horizontal and vertical alignments, typical cross sections, and plan view layout for the NICTD Columbia/Sheffield Avenue at Main Street intersection project will be given to the CONSULTANT with the Notice to Proceed.
18. Modeling is not required for Hart Ditch as there will be no floodway fill (obstruction) for this portion of the project.
19. A separate pavement design submittal to INDOT for review, comment, and approval will not be required by INDOT or requested by the LPA.
20. The schedule for construction of the NICTD Columbia/Sheffield Avenue at Main Street intersection project will be given to the CONSULTANT prior to the CONSULTANT beginning work on Stage 3 plans. This includes maintenance of traffic details and timeframes for staging traffic.
21. Construction of the NICTD Columbia/Sheffield Avenue at Main Street intersection project will be prior to the letting for this project or concurrent with the construction of this project.
22. Mainline Main Street pavement sections will be used for Fillmore Avenue, Wellington Drive, and Cobblestone Road and additional pavement designs will not be required by INDOT.
23. INDOT standard pavement sections for trails will be used for the multi-use path for the project and additional pavement designs will not be required by INDOT.
24. Life Cycle Pavement Cost Analysis and associated design considerations of PCCP will not be required.
25. No more than one (1) pavement design revision will be required.
26. The 401 and 404 permits are anticipated to be a Regional General Permits rather than Individual Permits.
27. The LPA will self-fund the right of way acquisition services for Appraisal, Review Appraisal, Buying, Buying Review and Right of Way Management under a separate agreement, so FMIS approval will not be necessary and these tasks, with the exception of Buying and Buying Review, can occur prior to the NEPA approval.
28. The LPA will complete the necessary condemnation and/or right of way negotiations at least one month prior to the scheduled Ready For Contracts (RFC) for the scheduled letting.
29. Utility relocations can be completed prior to the scheduled letting.

## **APPENDIX "B"**

### INFORMATION AND SERVICES TO BE FURNISHED BY LPA:

LPA shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- A. Designate in writing a person to act as LPA's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define LPA's policies and decisions with respect to the CONSULTANT's services for the Project.
- B. Provide all criteria and full information as to LPA's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Provide all existing topographic survey, design criteria, horizontal and vertical control information, horizontal and vertical alignments, typical cross sections, plan view layout, drainage calculations, utility relocation plans, and letting documents, for the NICTD intersection improvements.
- D. Provide all plans which might cover the area of survey.
- E. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
- F. Assist the CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including, but not limited to, the following:
  - 1. Previous reports and any other data relative to design or construction of the project.
  - 2. Available data from the transportation planning process.
  - 3. Utility plans available to the LPA.
- G. Furnish to CONSULTANT, as required for performance of LPA Basic Services (except to the extent provided otherwise in Appendix "A") the following:
  - 1. Data prepared by or services of others and appropriate professional interpretations of such.
  - 2. All written views pertinent to the location and environmental studies that are received by the LPA.
  - 3. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
  - 4. Existing water quality data.
  - 5. Ambient noise measurements and computer noise analyses if deemed necessary.
  - 6. Traffic volumes, traffic assignments and projections, except as noted in Appendix 'A'.
- H. Arrange for access to and make all provisions for CONSULTANT and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.

- I. Complete removals of trees and other vegetation to allow for the completion of the topographic survey and geotechnical investigation.
- J. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by LPA at time of submission of said applications.
- K. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of attorney, insurance counselor and other consultants as LPA deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- L. Furnish all legal services as may be required for the development of the project.
- M. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
- N. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Appendix "A" of this Agreement or other services as required.
- O. Provide recorded documentation of existing right of way or legal opinion by City attorney to support determination of apparent right of way per INDOT requirements.
- P. Provide legal services for Condemnation proceedings, if required.
- Q. Provide a location to conduct the meetings.

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## APPENDIX "C"

### SCHEDULE:

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

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LPA as described below, exclusive of LPA's review.

For the purpose of contract control, the work will be submitted by the CONSULTANT to the LPA for review and approval within the following approximate time periods:

- A. Topographic Survey to be completed within 65 days after Notice to Proceed (NTP).
- B. Roadway Design and Plans
  - 1. Stage 1/Preliminary Field Check (PFC) Plans within 97 days after completion of Topographic Survey and a minimum of 90 days after completion of the Roadway Configuration Study.
  - 2. Stage 2 Plans within 101 days after the Preliminary Field Check.
  - 3. Stage 3 Plans within 152 days prior to Ready For Contracts (RFC).
  - 4. Final Tracings within 30 days prior to RFC Date.
- C. Geotechnical Investigation and Reports
  - 1. Draft submitted to LPA approximately 55 days after the Preliminary Field Check.
- D. Right of Way
  - 1. Title Work obtained within 62 days after the Preliminary Field Check.
  - 2. R/W engineering, plats and legal descriptions begins 26 days after Title Work begins and is completed within 26 days after Stage 2 Plans.
  - 3. APA within 16 calendar days after R/W Engineering.
- E. The Letting date for this project is anticipated to be in September 2024 based on a notice to proceed on May 9, 2022. The schedule is shown graphically as well as **Exhibit B**.

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**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 \$751,840.00 unless a modification of this agreement is approved in writing by the LPA.
  
2. The CONSULTANT will be paid for the work performed under Appendix “A” of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

<b>TASK</b>	<b>Design Phase Items</b>	<b>Estimated Amounts</b>
a.	Roadway Configuration Study	\$11,300.00
b.	Aesthetic Design Report	\$22,870.00
c.	Project Management	\$32,500.00
d.	Topographic Survey Data Collection	\$43,900.00
e.	Location Control Route Survey Plat	\$7,500.00
f.	Environmental Document Preparation (NEPA)	\$30,100.00
g.	Waters of the US Determination Report	\$6,700.00
h.	Routine Wetland Delineation, As Required	\$4,900.00
i.	Geotechnical Services	\$20,100.00
j.	Roadway Design and Plan Development and includes Traffic Signal Design and Plan Development (\$29,100.00)	\$267,800.00
k.	Planting Design	\$17,300.00
l.	Pedestrian Lighting Design	\$22,600.00
m.	Custom Signing	\$8,500.00
n.	Pavement Design	\$9,500.00
o.	IDEM Rule 5 Permit	\$5,500.00
p.	USACE Section 404 Permit	\$12,200.00
q.	IDEM Section 401 Permit	\$12,500.00
r.	IDNR Construction in a Floodway Permit, As Required	\$4,000.00
s.	Lake County Drainage Board Application, As Required	\$2,500.00
t.	Utility Coordination Services	\$21,700.00
u.	Public Hearing, Hourly Rate, As Required*	\$17,200.00
	<b>Sub Total</b>	<b>\$581,170.00</b>

	<b>Right of Way Phase Items</b>	<b>Estimated Amount</b>
v.	Right of Way Services	\$135,670.00
1.	Title Research (27 parcels @ est. \$450.00/parcel=\$12,150.00)*, As Required	
2.	Title Research Update (27 parcels @ est. \$233.00/parcel=\$6,291.00)*, As Required	
3.	R/W Engineering (27 parcels @ \$3,050.00/parcel=\$82,350.00), As Required	
4.	R/W Staking (27 parcels @ \$450.00/parcel=\$12,150.00), As Required	
5.	Early Assessment Right of Way Cost Estimate (Est. 27 parcels @ \$130.00/parcel=\$3,510.00), As Required	
6.	Appraisal Problem Analysis (Est. 27 parcels @ \$255.00/parcel=\$6,885.00)*, As Required	
7.	As Required, including cost-to-cure estimates, rate schedule changes, changes to appraisal type, etc.= \$12,334.00 (Approximately 10%)	
	<b>Sub Total</b>	<b>\$135,670.00</b>

	<b>Bid and Construction Phase Items</b>	<b>Estimated Amount</b>
w.	Bid Phase Services, Pre-Construction Conference, Construction Phase Office Services and Utility Coordination during project construction, Hourly Rate *	\$35,000.00
	<b>Sub Total</b>	<b>\$35,000.00</b>

	<b>Total</b>	<b>\$751,840.00</b>
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\* Items A.2.u., and A.2.w. will be invoiced on an hourly rate basis, as defined below, and/or as reimbursable/Subconsultant Items. Items A.2.v.1.-A.2.v.7. will be invoiced on a unit cost basis. The amounts are estimated only, and the final amount shall not exceed their respective amounts, without prior written approval from the LPA, in accordance with Section VI, paragraph 6 of this Agreement and/or a subsequent approved amendment to the Agreement.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D".

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

3. For those services performed by the CONSULTANT which are included in the itemized costs, as shown herein in Appendix "D", Section A.2 as an "Hourly Rate", the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit C**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
4. The CONSULTANT shall receive as payment from the LPA for the Additional Services rendered under Appendix "A", Section W of this Agreement as follows:
  - a. For Additional Services of CONSULTANT's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with the CONSULTANT's fee structure attached as **Exhibit C** to this Agreement and made an integral part hereof.
  - b. For services and Reimbursable expenses of independent professional associates and consultants employed by CONSULTANT to render Additional Services, the amount billed to CONSULTANT shall be paid an administrative fee in an amount not to exceed 20% of the amount of the invoice.
  - c. For services rendered by CONSULTANT's principals and employees to appear as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding, except for time spent in preparing to appear in any such litigation, arbitration or proceeding, at the rate of \$2,500.00 per principal or employee per day or any portion thereof.
  - d. The hourly rates, which are attached as **Exhibit C** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
  - e. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, flow meter batteries, and similar project related items in addition to

those required under Appendix "A"; and, if authorized in advance by the LPA, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.
  
2. The LPA, for and in consideration of the rendering of the engineering 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. The amount invoiced based upon percent complete or the contract unit price, except that:
    - i. The maximum payment for roadway design and plans shall be in accordance with the following schedule:

a)	Stage 1/Preliminary Field Check Plans	40%
b)	Stage 2	55%
c)	Stage 3	95%
d)	Tracings	100%
  
    - ii. The maximum payment for the geotechnical investigation shall be in accordance with the following schedule:

a)	Field Investigation (borings)	80%
b)	Final Report	100%
  
    - iii. The maximum payment for utility coordination services shall be in accordance with the following schedule:

a)	Notices Sent Out	25%
b)	Preliminary Coordination at PFC	50%
c)	Final Coordination	95%
d)	Changes Incorporated in Plans	100%
  
    - iv. Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
  
3. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the LPA.

4. The LPA for and in consideration of the rendering of the additional services provided in Appendix "A", Section W, agrees to pay the CONSULTANT for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the LPA.
5. If design changes are required during construction due to design errors in the final plans or specifications, the CONSULTANT will make such necessary design changes without additional cost to the LPA. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the CONSULTANT prior to construction, the CONSULTANT will be paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with the CONSULTANT 's fee structure attached as **Exhibit C** to this Agreement.
6. If LPA fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT 's statement therefor, the amounts due CONSULTANT shall be increased at the rate of 1% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven (7) days' written notice to LPA, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and changes.
7. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 6 of this Agreement.

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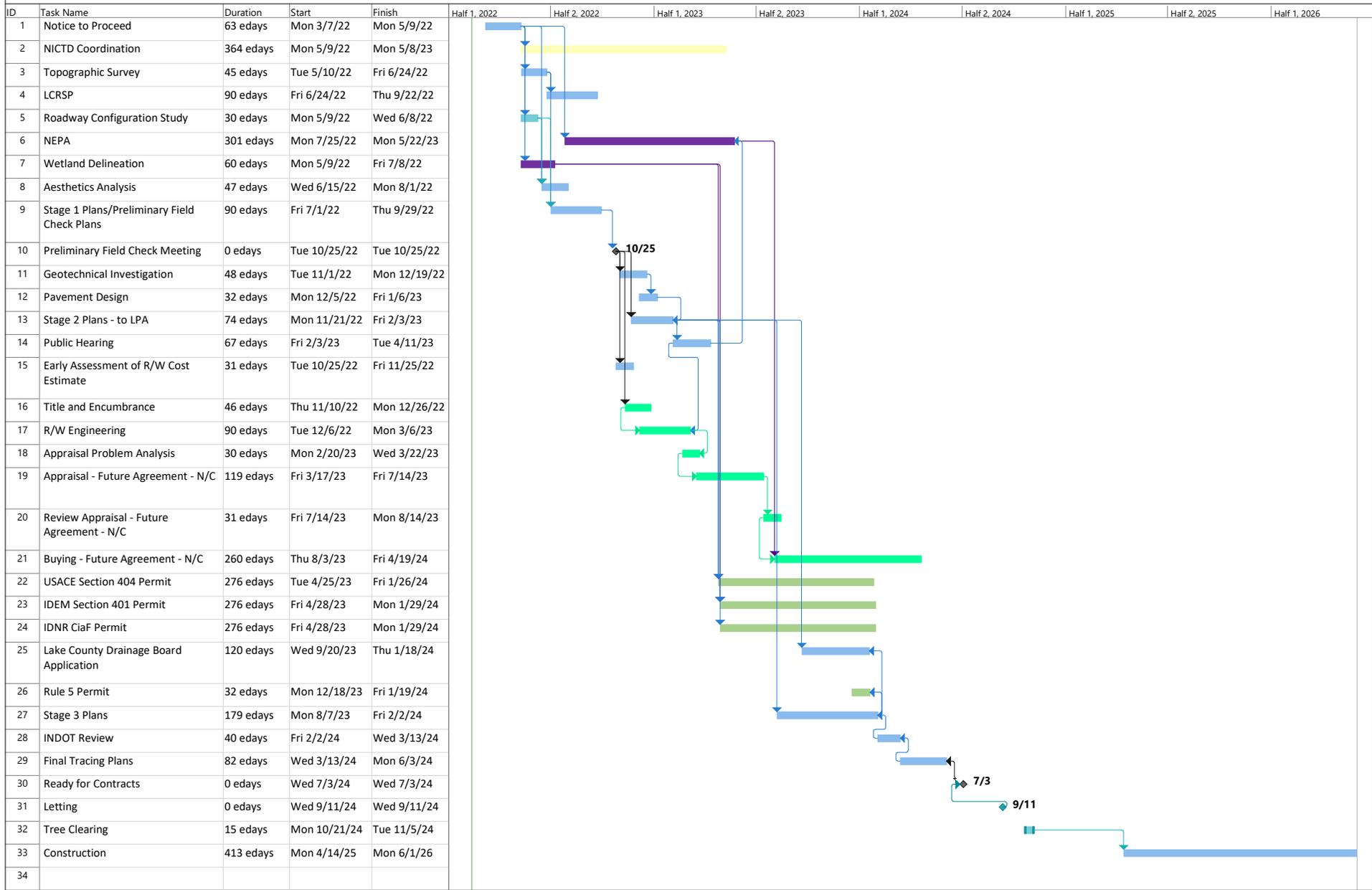
# Exhibit A



- NICTD Main Street Extension - By Others
- Main Street Project - 4,000 lft



Exhibit B  
Main Street, Phase 1 - Columbia/Sheffield Avenue to Hart Ditch Project Schedule



Project: Munster Main St Sched  
Date: Fri 2/11/22

Task	Project Summary	Manual Task	Start-only	Deadline	Progress
Split	Inactive Task	Duration-only	Finish-only	Manual Progress	Manual Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	Manual Progress

Exhibit C  
NEGOTIATED HOURLY BILLING RATES  
DLZ - 2022 INDOT

payroll: 1/14/2022

eff mult: 3.052325

Activity Code	CLASSIFICATION	2022 AVERAGE HOURLY LABOR RATE	2022 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @ 164.85%	2022 AVERAGE HOURLY LABOR RATE + OH	2022 AVERAGE HOURLY LABOR RATE x PROFIT @ 15.00%	2022 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @ 1.00%	2022 HOURLY BILLING RATE thru 6/30/2022
1A/1	Principal / Officer **	\$ 73.13	\$ 120.34	\$ 193.47	\$ 29.02	\$ 0.73	\$ 223.22
49D	Director	\$ 71.53	\$ 117.70	\$ 189.24	\$ 28.39	\$ 0.72	\$ 218.34
B01	Principal Architect **	\$ 73.13	\$ 120.34	\$ 193.47	\$ 29.02	\$ 0.73	\$ 223.22
49	Division Manager	\$ 69.40	\$ 114.19	\$ 183.59	\$ 27.54	\$ 0.69	\$ 211.82
50	Department Manager	\$ 64.36	\$ 105.90	\$ 170.25	\$ 25.54	\$ 0.64	\$ 196.43
237	Group Manager	\$ 56.85	\$ 93.55	\$ 150.40	\$ 22.56	\$ 0.57	\$ 173.52
90	Sr. Project Manager	\$ 67.37	\$ 110.86	\$ 178.22	\$ 26.73	\$ 0.67	\$ 205.63
208	Sr Project Manager PT	\$ 62.76	\$ 103.26	\$ 166.02	\$ 24.90	\$ 0.63	\$ 191.55
207	Project Manager III	\$ 58.82	\$ 96.79	\$ 155.60	\$ 23.34	\$ 0.59	\$ 179.53
217	Project Manager II	\$ 58.95	\$ 97.00	\$ 155.95	\$ 23.39	\$ 0.59	\$ 179.93
216	Project Manager I	\$ 50.80	\$ 83.59	\$ 134.39	\$ 20.16	\$ 0.51	\$ 155.05
21	Project Manager	\$ 42.58	\$ 70.07	\$ 112.65	\$ 16.90	\$ 0.43	\$ 129.97
209	Project Manager PT **	\$ 73.13	\$ 120.34	\$ 193.47	\$ 29.02	\$ 0.73	\$ 223.22
145A	Resident Project Engineer	\$ 63.02	\$ 103.69	\$ 166.71	\$ 25.01	\$ 0.63	\$ 192.35
564	Architect IV	\$ 47.37	\$ 77.94	\$ 125.31	\$ 18.80	\$ 0.47	\$ 144.58
58	Architect III	\$ 40.96	\$ 67.39	\$ 108.35	\$ 16.25	\$ 0.41	\$ 125.01
57	Architect II	\$ 37.50	\$ 61.71	\$ 99.21	\$ 14.88	\$ 0.38	\$ 114.46
570	Architectural Associate II	\$ 35.61	\$ 58.60	\$ 94.21	\$ 14.13	\$ 0.36	\$ 108.69
569	Architectural Associate I	\$ 28.96	\$ 47.65	\$ 76.61	\$ 11.49	\$ 0.29	\$ 88.39
488	Landscape Architect IV	\$ 39.15	\$ 64.42	\$ 103.57	\$ 15.54	\$ 0.39	\$ 119.50
482	Landscape Architect II	\$ 30.60	\$ 50.35	\$ 80.95	\$ 12.14	\$ 0.31	\$ 93.40
483	Landscape Architect I	\$ 30.28	\$ 49.82	\$ 80.09	\$ 12.01	\$ 0.30	\$ 92.41
557	Structural Engineer VI	\$ 69.45	\$ 114.28	\$ 183.73	\$ 27.56	\$ 0.69	\$ 211.98
559	Structural Engineer V	\$ 66.94	\$ 110.15	\$ 177.09	\$ 26.56	\$ 0.67	\$ 204.32
558	Structural Engineer IV	\$ 56.39	\$ 92.79	\$ 149.17	\$ 22.38	\$ 0.56	\$ 172.11
553	Structural Engineer III	\$ 41.79	\$ 68.77	\$ 110.56	\$ 16.58	\$ 0.42	\$ 127.57
552	Structural Engineer II	\$ 39.50	\$ 65.00	\$ 104.50	\$ 15.67	\$ 0.40	\$ 120.57
551	Structural Engineer I	\$ 32.40	\$ 53.31	\$ 85.71	\$ 12.86	\$ 0.32	\$ 98.90
313E	Civil Engineer VI	\$ 52.45	\$ 86.31	\$ 138.76	\$ 20.81	\$ 0.52	\$ 160.09
313D	Civil Engineer V	\$ 58.45	\$ 96.18	\$ 154.63	\$ 23.19	\$ 0.58	\$ 178.41
313C	Civil Engineer IV	\$ 55.61	\$ 91.51	\$ 147.13	\$ 22.07	\$ 0.56	\$ 169.75
313A	Civil Engineer III	\$ 42.86	\$ 70.53	\$ 113.39	\$ 17.01	\$ 0.43	\$ 130.83
313B	Civil Engineer II	\$ 38.60	\$ 63.52	\$ 102.12	\$ 15.32	\$ 0.39	\$ 117.82
313	Civil Engineer I	\$ 31.35	\$ 51.59	\$ 82.95	\$ 12.44	\$ 0.31	\$ 95.70
298A	Geotechnical Laboratory Supervisor	\$ 38.15	\$ 62.78	\$ 100.93	\$ 15.14	\$ 0.38	\$ 116.45
345	Geotechnical Engineer IV	\$ 56.20	\$ 92.48	\$ 148.68	\$ 22.30	\$ 0.56	\$ 171.54
343	Geotechnical Engineer II	\$ 41.58	\$ 68.43	\$ 110.01	\$ 16.50	\$ 0.42	\$ 126.93
342	Geotechnical Engineer I	\$ 32.33	\$ 53.19	\$ 85.52	\$ 12.83	\$ 0.32	\$ 98.67
GIS	GIS Specialist	\$ 30.03	\$ 49.42	\$ 79.45	\$ 11.92	\$ 0.30	\$ 91.67
214	Surveyor V	\$ 49.55	\$ 81.53	\$ 131.08	\$ 19.66	\$ 0.50	\$ 151.24
102	Surveyor IV	\$ 57.29	\$ 94.27	\$ 151.56	\$ 22.73	\$ 0.57	\$ 174.87
218	Surveyor III	\$ 43.38	\$ 71.37	\$ 114.75	\$ 17.21	\$ 0.43	\$ 132.39
31	Surveyor	\$ 41.55	\$ 68.37	\$ 109.92	\$ 16.49	\$ 0.42	\$ 126.82
4	Survey Coordinator	\$ 45.25	\$ 74.46	\$ 119.71	\$ 17.96	\$ 0.45	\$ 138.12
A4	Survey Apprentice Trainee 1	\$ 15.00	\$ 24.68	\$ 39.68	\$ 5.95	\$ 0.15	\$ 45.78
94	Survey/Mapping Assistant	\$ 26.43	\$ 43.48	\$ 69.91	\$ 10.49	\$ 0.26	\$ 80.66
127	Party Chief / Foreman / Journeyman	\$ 41.83	\$ 68.84	\$ 110.67	\$ 16.60	\$ 0.42	\$ 127.69
248	Instrument Person	\$ 34.49	\$ 56.75	\$ 91.24	\$ 13.69	\$ 0.34	\$ 105.27
13	Rodman	\$ 27.46	\$ 45.18	\$ 72.64	\$ 10.90	\$ 0.27	\$ 83.81
238	Right of Way Agent II	\$ 26.70	\$ 43.93	\$ 70.63	\$ 10.60	\$ 0.27	\$ 81.50
232	Utility Coordinator	\$ 39.55	\$ 65.08	\$ 104.63	\$ 15.69	\$ 0.40	\$ 120.72
138	Environmental Engineer/ Geo/Scientist IV	\$ 44.35	\$ 72.98	\$ 117.33	\$ 17.60	\$ 0.44	\$ 135.37
223	Environmental Scientist III	\$ 38.25	\$ 62.94	\$ 101.19	\$ 15.18	\$ 0.38	\$ 116.75
222	Environmental Scientist II	\$ 30.00	\$ 49.37	\$ 79.37	\$ 11.90	\$ 0.30	\$ 91.57
137	Environmental Geo/Scientist I	\$ 28.00	\$ 46.07	\$ 74.07	\$ 11.11	\$ 0.28	\$ 85.47
168	Drilling Geologist I	\$ 27.35	\$ 45.00	\$ 72.35	\$ 10.85	\$ 0.27	\$ 83.48
165	Drilling Geologist I	\$ 22.00	\$ 36.20	\$ 58.20	\$ 8.73	\$ 0.22	\$ 67.15
8609	Driller II	\$ 36.26	\$ 59.67	\$ 95.93	\$ 14.39	\$ 0.36	\$ 110.68
8601	Driller I	\$ 25.75	\$ 42.37	\$ 68.12	\$ 10.22	\$ 0.26	\$ 78.60
8602	Drillers Helper I	\$ 23.50	\$ 38.67	\$ 62.17	\$ 9.33	\$ 0.24	\$ 71.73
170	Field Geotechnician II	\$ 22.53	\$ 37.07	\$ 59.60	\$ 8.94	\$ 0.23	\$ 68.77
169	Field Geotechnician I	\$ 21.70	\$ 35.71	\$ 57.41	\$ 8.61	\$ 0.22	\$ 66.24
349	Mechanical Engineer IV	\$ 60.60	\$ 99.72	\$ 160.32	\$ 24.05	\$ 0.61	\$ 184.97
326	Mechanical Engineer III	\$ 48.02	\$ 79.02	\$ 127.04	\$ 19.06	\$ 0.48	\$ 146.57
327	Mechanical Engineer II	\$ 37.60	\$ 61.87	\$ 99.47	\$ 14.92	\$ 0.38	\$ 114.77
337	Mechanical Engineer I	\$ 35.17	\$ 57.87	\$ 93.03	\$ 13.96	\$ 0.35	\$ 107.34
322	Electrical Engineer III	\$ 54.95	\$ 90.42	\$ 145.37	\$ 21.81	\$ 0.55	\$ 167.73
338	Electrical Engineer II	\$ 41.70	\$ 68.62	\$ 110.32	\$ 16.55	\$ 0.42	\$ 127.28
323	Electrical Engineer I	\$ 31.35	\$ 51.59	\$ 82.94	\$ 12.44	\$ 0.31	\$ 95.69
126	Construction Observer Mgr / Op Lv E/F	\$ 40.39	\$ 66.46	\$ 106.85	\$ 16.03	\$ 0.40	\$ 123.28
152	Construction Observer / Op Lv B/C/D	\$ 29.76	\$ 48.97	\$ 78.73	\$ 11.81	\$ 0.30	\$ 90.83
476	Designer V	\$ 53.45	\$ 87.95	\$ 141.40	\$ 21.21	\$ 0.53	\$ 163.15
474	Designer IV	\$ 41.81	\$ 68.79	\$ 110.60	\$ 16.59	\$ 0.42	\$ 127.60
473	Designer III	\$ 36.79	\$ 60.53	\$ 97.32	\$ 14.60	\$ 0.37	\$ 112.29
472	Designer II	\$ 33.85	\$ 55.70	\$ 89.55	\$ 13.43	\$ 0.34	\$ 103.32
28	Designer I	\$ 33.93	\$ 55.83	\$ 89.76	\$ 13.46	\$ 0.34	\$ 103.57
9930	Lab Geotechnician III	\$ 26.35	\$ 43.36	\$ 69.71	\$ 10.46	\$ 0.26	\$ 80.43
9932	Lab Technician/Geotechnician I	\$ 18.35	\$ 30.19	\$ 48.54	\$ 7.28	\$ 0.18	\$ 56.01
544	Technician IV	\$ 30.43	\$ 50.06	\$ 80.49	\$ 12.07	\$ 0.30	\$ 92.87
543	Technician III	\$ 27.11	\$ 44.80	\$ 71.71	\$ 10.78	\$ 0.27	\$ 82.74
542	Technician II	\$ 27.14	\$ 44.86	\$ 71.90	\$ 10.77	\$ 0.27	\$ 82.85
29	Technician I	\$ 19.85	\$ 32.66	\$ 52.51	\$ 7.88	\$ 0.20	\$ 60.59
391	Asbestos Technician I	\$ 22.50	\$ 37.02	\$ 59.52	\$ 8.93	\$ 0.23	\$ 68.68
61M	Materials Testing Tech 4a	\$ 34.06	\$ 56.05	\$ 90.11	\$ 13.52	\$ 0.34	\$ 103.96
430	Office Services / Project Controls Specialist	\$ 34.19	\$ 56.26	\$ 90.44	\$ 13.57	\$ 0.34	\$ 104.35
023	Software Developer	\$ 37.75	\$ 62.12	\$ 99.87	\$ 14.98	\$ 0.38	\$ 115.23
43	Clerical I/II / Receptionist / Adm Assist	\$ 24.05	\$ 39.58	\$ 63.63	\$ 9.54	\$ 0.24	\$ 73.41
06	College Interns	\$ 18.53	\$ 30.50	\$ 49.03	\$ 7.35	\$ 0.19	\$ 56.57
139	Planner V	\$ 59.35	\$ 97.66	\$ 157.01	\$ 23.55	\$ 0.59	\$ 181.16
491	Planner IV	\$ 48.40	\$ 79.64	\$ 128.04	\$ 19.21	\$ 0.48	\$ 147.73
55	Safety Coordinator / Sr.	\$ 37.75	\$ 62.12	\$ 99.87	\$ 14.98	\$ 0.38	\$ 115.23
A5	Apprentice 5	\$ 38.95	\$ 64.09	\$ 103.04	\$ 15.46	\$ 0.39	\$ 118.89
A8	Apprentice 2	\$ 24.95	\$ 41.06	\$ 66.01	\$ 9.90	\$ 0.25	\$ 76.16