

**INDIANA DEPARTMENT OF TRANSPORTATION - COUNTY  
BRIDGE INSPECTION AGREEMENT**

**EDS No: A249-20-L200026**

**Des. No.: 1500261**

**CFDA No.: 20.205**

THIS AGREEMENT, made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as ("INDOT"), and the **County of Warren**, Indiana, acting by and through the **Board of Commissioners of Warren**, hereinafter referred to as the ("COUNTY") and collectively referred to as the PARTIES.

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding Agreement provisions shall be sent to:

Office of Local Public Agency Programs  
Attention: Director of Local Public Agency Programs  
100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, IGCN 758  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to:

Brenda E. Fox  
Indiana Department of Transportation  
100 North Senate Avenue, Room N955-LPA  
Indianapolis, Indiana 46204

- C. Notices to the COUNTY shall be sent to:

Ms. Jenny Hobaugh  
425 West Washington Street  
Williamsport, Indiana 47993

**RECITALS**

WHEREAS, through the cooperation of the COUNTY, INDOT and the Federal Highway Administration, hereinafter referred to as "FHWA", the following Project has been approved by the FHWA, namely **Countywide Bridge Inspection and Inventory Program for Cycle Years 2020 through 2023, Des. No. 1500261**, providing for the inspection of all bridges owned and/or maintained by the COUNTY, a list of the bridges involved is attached as Appendix "A" and made an integral part of this Agreement; and

WHEREAS, the COUNTY desires to participate in this project using federal aid funds allocated and made available to INDOT; and

WHEREAS, INDOT is willing to delegate its responsibility under federal law (including 23 U.S.C. 151 and 23 C.F.R. Part 650) for inspection of bridges in **Warren County** to the COUNTY, subject to approval of the FHWA;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES hereto mutually covenant and agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Agreement.

1. The COUNTY will comply with the applicable conditions set forth (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto and (3) the policies and procedures promulgated by INDOT and FHWA relative to the project.
2. The COUNTY may engage a competent and qualified CONSULTANT to perform the engineering for the COUNTY. The COUNTY'S procedures for selection of CONSULTANTS shall be in accordance with applicable FHWA requirements and INDOT guidelines. Furthermore, proposed Agreements will be submitted for INDOT approval prior to execution.
3. All work performed under this Agreement will be subject to review and approval of INDOT and the FHWA. The COUNTY understands and agrees that that if the COUNTY and/or its consultant fail to complete the work under this Agreement in accordance with applicable state and federal law, regulations and guidance (including 23 U.S.C. §§151 and 302, 23 C.F.R. Part 650, and the National Bridge Inspection Standards), INDOT shall have the right and responsibility to cause such work to be redone in accordance with the National Bridge Inspection Standards and to bill the COUNTY to recover costs of such work.

The COUNTY agrees that should the results of inspection work under this Agreement indicate that the closure of any bridge or the placement of load or other use restrictions on any bridge is needed under the National Bridge Inspection Standards, the COUNTY shall promptly take all action necessary to affect such closure or post and enforce any load restrictions. Moreover, the COUNTY understands and agrees that INDOT has the authority and the responsibility under I.C. §8-23-2-6(a)(9) and federal law to order closure of or load restrictions on any COUNTY bridge found through inspection to be deficient, should the COUNTY fail to do so promptly, in order to ensure the safety of the traveling public on all bridges within the state.

4. The COUNTY'S share of the cost of engineering will be the total amount of the entire cost of the project, less the amount contributed by the federal government through federal aid. The maximum federal share of eligible costs is \$ **216,182.35**, equal to **80%** of the eligible Project costs. If for any reason INDOT is required to repay to the FHWA the sum of sums of federal funds paid to the

COUNTY through INDOT under the terms of this Agreement, then the COUNTY will repay INDOT such sum or sums upon receipt of a billing from INDOT. Billings to the COUNTY for repayment of any ineligible project costs shall be due and payable thirty (30) days from date of billing by INDOT. If the COUNTY has not paid the full amount due within sixty (60) days past the due date, INDOT shall be authorized to proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY'S allocation of the Motor Vehicle Highway Account to INDOT's account. Payment for any and all costs incurred by the COUNTY which are not eligible for federal funding will be the sole obligation of the COUNTY.

5. The term for this Agreement shall commence from the date this Agreement is approved as to form and legality by the Office of the Attorney General until **July 31, 2024**.
6. The COUNTY will receive payment of the federal contribution, through federal aid, for the eligible costs incurred under this Agreement as follows:
  - A. The COUNTY will submit one (1) invoice per month to the INDOT Central Office during the progress of the work, for payment on that portion of the work completed during the period in question.
  - B. When submitting invoices for costs for work which was performed by a CONSULTANT the COUNTY will certify by its responsible Officer and/or Engineer that those costs represented by the CONSULTANT represent work physically completed by the CONSULTANT. The submission shall be accompanied by a copy of the CONSULTANTS invoice for work completed.
  - C. Upon approval of invoices by INDOT, INDOT will request federal aid funds from the FHWA for the amount of the subject invoice claim.
  - D. Upon receipt of federal aid funds, INDOT will make payment to the COUNTY.
  - E. Prior to final payment pursuant to this Agreement, a final audit of the COUNTY and CONSULTANTS records may be made by INDOT, and upon approval thereof by INDOT, then payment will be made in accordance with the procedure set out above. Obligation of federal aid funds extends only to project costs incurred by the COUNTY after INDOT authorization to proceed with the project.
7. Upon completion of the work described in this report, the COUNTY shall deliver or cause to be delivered one (1) hard copy of the final bridge inventory report to the Indiana State Library at the following address:

State Documents Coordinator  
Indiana State Library  
315 West Ohio Street  
Indianapolis, Indiana 46202

## **II. GENERAL PROVISIONS**

1. **Access to Records.** The COUNTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of

this Agreement, for inspection or audit by INDOT, or its authorized designees. Copies shall be furnished at no cost to INDOT if requested.

2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Agreement, the COUNTY assigns to the State all right, title and interest in and to any claims the COUNTY now has, or may acquire, under state or federal antitrust laws relating to the products of services which are the subject of this Agreement.
3. **Audits.** The COUNTY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with I.C. §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the COUNTY to be a "subrecipient" under 2 CFR 200.300 for purposes of this Agreement. However, if it is determined that the COUNTY is a "subrecipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), the COUNTY shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq.*
4. **Authority to Bind COUNTY.** The signatory for the COUNTY represents that he/she has been duly authorized to execute this Agreement on behalf of the COUNTY, and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the COUNTY when his/her signature is affixed and accepted by the INDOT.
5. **Certification for Federal Aid Agreements Lobbying Activities.** The COUNTY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the COUNTY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
  - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, 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 agreements, 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 agreement, grant, loan, or cooperative agreement.
  - B. 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 such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - C. The COUNTY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including 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. **Compliance with Laws.**
  - A. The LPA shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or

federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the LPA to determine whether the provisions of this Agreement require formal modification.

- B. The COUNTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. §4-2-6, *et seq.*, I.C. §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the COUNTY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in I.C. §4-2-6-1, has a financial interest in the Agreement, the COUNTY shall ensure compliance with the disclosure requirements in I.C. §4-2-6-10.5 prior to the execution of this Agreement.** If the COUNTY is not familiar with these ethical requirements, the COUNTY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the COUNTY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under I.C. §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The COUNTY warrants that the COUNTY and its contractors shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
- D. As required by I.C. §5-22-3-7:
- (1) the COUNTY and any principals of the COUNTY certify that:
    - (A) the COUNTY, except for de minimis and nonsystematic violations, has not violated the terms of :
      - i. I.C. §24-4.7 [Telephone Solicitation of Consumers];
      - ii. I.C. §24-5-12 [Telephone Solicitations]; or
      - iii. I.C. §24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if I.C. §24-4.7 is preempted by federal law; and
    - (B) the COUNTY will not violate the terms of I.C. §24-4.7 for the duration of the Agreement, even if I.C. §24-4.7 is preempted by federal law.
  - (2) The COUNTY and any principals of the COUNTY certify that an affiliate or principal of the COUNTY and any agent acting on behalf of the COUNTY or on behalf of an affiliate or principal of the COUNTY, except for de minimis and nonsystematic violations.
    - (A) has not violated the terms of I.C. §24-4.7 in the previous three hundred sixty five (365) days, even if I.C. §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of I.C. §24-4.7 for the duration of the Agreement, even if I.C. §24-4.7 is preempted by federal law.

## 7. Debarment and Suspension.

- A. The COUNTY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency

or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, 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 COUNTY.

- B. The COUNTY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The COUNTY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

- 8. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the COUNTY 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the COUNTY:

The COUNTY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the COUNTY 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.

As part of the COUNTY'S equal opportunity affirmative action program, it is required that the COUNTY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise, vendors or suppliers.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000, the COUNTY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the COUNTY'S workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the COUNTY'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;
  - C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the COUNTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
  - E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
  - F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.
10. **Employment Eligibility Verification.** The COUNTY affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The COUNTY further agrees that:
- A. The COUNTY shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The COUNTY is not required to participate should the E-Verify program cease to exist. Additionally, the COUNTY is not required to participate if the COUNTY is self-employed and do not employ any employees.
  - B. The COUNTY shall not knowingly employ or contract with an unauthorized alien. The COUNTY shall not retain an employee or contract with a person that the COUNTY subsequently learns is an unauthorized alien.
  - C. The COUNTY shall require its subcontractors, who perform work under this Agreement, to certify to the COUNTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The COUNTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

11. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume

performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

12. **Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and I.C. §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
13. **Governing Laws.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought to the State of Indiana.
14. **Indemnification.** The COUNTY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT and its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the COUNTY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the COUNTY. The COUNTY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the COUNTY shall default under the provisions of this Section.

The COUNTY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the COUNTY shall default under the provisions of this Section.

15. **Merger & Modification.** This Agreement constitutes the entire Agreement between the PARTIES. No understandings, Agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written Agreement signed by all necessary Parties.
16. **Non-Discrimination.**
  - A. Pursuant to the Indiana Civil Rights Law, specifically including I.C. §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the COUNTY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The COUNTY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination

based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.

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

The COUNTY agrees that if the COUNTY employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the COUNTY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The COUNTY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. During the performance of this Agreement, the COUNTY, for itself, its assignees and successors in interest (hereinafter referred to as the "COUNTY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The COUNTY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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 Agreement.
  2. Nondiscrimination: The COUNTY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNTY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
  3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under

this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The COUNTY 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses furnish this information, the COUNTY shall so certify to the INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Agreement, the INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the COUNTY under the Agreement until the COUNTY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The COUNTY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The COUNTY shall take such action with respect to any subcontract or procurement as the INDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY may request the INDOT to enter into such litigation to protect the interests of the INDOT and, in addition, the COUNTY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

17. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by I.C. §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by I.C. §4-13-2-20.
18. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. §5-17-5, I.C. §34-54-8, and I.C. §34-13-1.

Notwithstanding the provisions contained in I.C. §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

19. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.
20. **Status of Claims.** The COUNTY will be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services performed under this Agreement. The COUNTY shall send notice of claims related to work under this Agreement to:

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

21. **Termination for Convenience.** This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the COUNTY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.
22. **General.** This Agreement represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State Agencies or parties). Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the COUNTY without the prior written consent of INDOT. This Agreement will be binding upon the PARTIES and their permitted successors or assigns. Failure of either PARTY to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of the Agreement.

**The remainder of this page intentionally left blank**

**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that he/she is the COUNTY, or that he/she is the properly authorized representative, agent, member or officer of the COUNTY, that he/she has not, nor has any other member, employee, representative, agent or officer of the COUNTY, 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 Agreement other than that which appears upon the face of this Agreement. **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 Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, COUNTY and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The PARTIES having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**WARREN COUNTY**

W. Brian Jordan  
Print or type name and title

WB Jordan 2-3-2020  
Signature and date

Adam Hartshorn Commissioner  
Print or type name and title

Adam Hartshorn 2/3/2020  
Signature and date

Clay Andrews Commissioner  
Print or type name and title

Clay Andrews 2/3/2020  
Signature and date

**DUNS Number**

922122274

Attest:  
Robert W. Weston III  
Auditor

Date: 2-3-20

This instrument prepared by:

Brenda E. Fox  
January 24, 2020

**STATE OF INDIANA  
Department of Transportation**

**Recommended for approval by:**

Steven Duncan, Director  
Agreement Administration Division

Date: \_\_\_\_\_

**Executed by:**

\_\_\_\_\_  
(FOR)  
Joseph McGuinness, Commissioner

Date: \_\_\_\_\_

**Department of Administration**

Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

**State Budget Agency**

Zachary Q. Jackson, Director

Date: \_\_\_\_\_

**Approved as to Form and Legality:**

\_\_\_\_\_  
(FOR)  
Curtis T. Hill, Jr., Attorney General of Indiana

Date: \_\_\_\_\_

## Appendix "A"

BRIDGE NO.	NBI NO.	FEATURE INTERSECTED	FACILITY CARRIED	ROUTINE FREQ.	FRAC- TURE CRITICAL FREQ.	UNDER- WATER FREQ.	SPECIAL FREQ.
86-00001	8600115	BRANCH OF REDWOOD CREEK	CR 600 WEST	24			
86-00002	8600001	GOPHER CREEK	CR 800 WEST	12			
86-00004	8600002	GOPHER CREEK	CR 1100 SOUTH	24			
86-00005	8600003	OPOSSUM RUN	BROWN'S HILL ROAD	24			
86-00006	8600004	POSSUM RUN	POSSUM RUN ROAD	24			
86-00007	8600005	KITCHEN CREEK	POSSUM RUN ROAD	24			
86-00010	8600007	COAL RUN CREEK	COAL HOLLOW ROAD	24			
86-00013	8600010	BRANCH OF KICKAPOO CREEK	CR 250 NORTH	24			
86-00014 B	8600121	WEST BRANCH KICKAPOO CREEK	MOUNTZ ROAD	24			
86-00015	8600012	BRANCH OF KICKAPOO CREEK	WINTHROP ROAD	12			
86-00017	8600014	REDWOOD CREEK	CR 775 WEST	24			
86-00018	8600015	REDWOOD CREEK	CR 675 WEST	24			
86-00019	8600016	POSSUM RUN	CR 450 SOUTH	24			
86-00020	8600017	OPOSSUM RUN	CR 600 SOUTH	24			
86-00021	8600114	REDWOOD CREEK	CR 550 WEST	24	24		
86-00022	8600019	REDWOOD CREEK	SHANKLIN HILL ROAD	24			
86-00023 B	8600117	REDWOOD CREEK	CR 350 SOUTH	24			
86-00024	8600021	REDWOOD CREEK	CR 550 WEST	24			
86-00025	8600022	ROCK CREEK	TOWER ROAD	24			
86-00027	8600023	ROCK CREEK	CR 575 SOUTH	24	24		
86-00028	8600024	DRY BRANCH	CR 575 SOUTH	24			
86-00029	8600025	ROCK CREEK	CR 400 SOUTH	24			
86-00030	8600026	ROCK CREEK	CR 125 SOUTH	24			
86-00031	8600027	DRY BRANCH	RIVER ROAD	24			
86-00033	8600028	FALL BRANCH	RIVER ROAD	24			
86-00036	8600029	WABASH RIVER	CR 100 EAST	24	24	48	
86-00038	8600031	JORDAN CREEK	CR 1000 WEST	24			
86-00039	8600032	JORDAN CREEK	CR 300 NORTH	12			
86-00040	8600033	JORDAN CREEK	CR 900 WEST	24			
86-00041	8600034	LITTLE CREEK	CR 900 WEST	24			
86-00042	8600035	UPPER REDWOOD CREEK	CR 900 WEST	24			

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BRIDGE NO.	NBI NO.	FEATURE INTERSECTED	FACILITY CARRIED	ROUTINE FREQ.	FRAC-TURE CRITICAL FREQ.	UNDER-WATER FREQ.	SPECIAL FREQ.
86-00043	8600036	UPPER REDWOOD CREEK	CR 900 WEST	24			
86-00045	8600037	JORDAN CREEK	CR 800 WEST	24			
86-00046	8600038	LITTLE CREEK	CR 800 WEST	24			
86-00049 B	8600118	FALL CREEK	CR 100 NORTH	24			
86-00050	8600041	FALL CREEK	CR 100 NORTH	24			
86-00051	8600042	FALL CREEK	POT HOLES ROAD	24			
86-00052	8600043	BIG PINE CREEK	POT HOLES ROAD	24			
86-00053	8600044	BIG PINE CREEK	CR 450 NORTH	24			
86-00055	8600045	BRANCH OF BIG PINE CREEK	CR 475 NORTH	12			
86-00056	8600046	BIG PINE CREEK	MOORE'S HILL ROAD	24			
86-00058	8600047	BRANCH OF BIG PINE CREEK	HUNTER HILL ROAD	12			
86-00059	8600048	BIG PINE CREEK	CR 300 NORTH	24			
86-00060	8600049	BRANCH OF BIG PINE CREEK	CR 50 WEST	24			
86-00062	8600051	COAL RUN CREEK	COAL HOLLOW ROAD	24			
86-00065	8600053	COAL RUN CREEK	COAL HOLLOW ROAD	24			
86-00066	8600054	KICKAPOO CREEK	CR 550 EAST	12			
86-00067	8600055	KICKAPOO CREEK	KICKAPOO ROAD	24			
86-00068	8600056	BRANCH OF KICKAPOO CREEK	KICKAPOO ROAD	24			
86-00069	8600057	KICKAPOO CREEK	INDEPENDENCE ROAD	24			
86-00070	8600058	TRIBUTARY TO WABASH RIVER	INDEPENDENCE ROAD	24			
86-00071	8600059	WEST BRANCH OF KICKAPOO CREEK	CR 250 NORTH	12			
86-00072	8600060	KICKAPOO CREEK	INDY - P.V. ROAD	24			
86-00073	8600061	WABASH RIVER	CR 800 EAST	24		48	
86-00075	8600062	LITTLE PINE CREEK	CR 450 NORTH	24	24		
86-00076	8600063	LITTLE PINE CREEK	INDEPENDENCE ROAD	24			
86-00077	8600064	DRY BRANCH	INDEPENDENCE ROAD	24			
86-00079	8600066	LEAK DITCH	CR 900 WEST	24			
86-00081	8600067	JORDAN CREEK	CR 700 NORTH	24			
86-00082	8600068	CLEAR BRANCH	CR 100 WEST	24			
86-00083	8600069	JORDAN CREEK	CR 650 NORTH	24			

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BRIDGE NO.	NBI NO.	FEATURE INTERSECTED	FACILITY CARRIED	ROUTINE FREQ.	FRAC- TURE CRITICAL FREQ.	UNDER- WATER FREQ.	SPECIAL FREQ.
86-00084	8600070	LEAK DITCH	CR 650 NORTH	24			
86-00085	8600071	JORDAN CREEK	CR 550 NORTH	24			
86-00086	8600072	BRANCH OF MUD PINE CREEK	CR 850 NORTH	12			
86-00087	8600073	MUD PINE CREEK	CR 850 NORTH	24			
86-00088 B	8600120	MUD PINE CREEK	BRISCOE STATION ROAD	24			
86-00089	8600075	BIG PINE CREEK	BRISCOE STATION ROAD	24	24		
86-00090	8600076	BIG PINE CREEK	RAINSVILLE ROAD	24			
86-00091	8600077	MUD PINE CREEK	CR 1050 NORTH	24			
86-00092	8600078	BIG PINE CREEK	CR 450 EAST	12	24		
86-00093	8600079	BRANCH OF BIG PINE CREEK	OLD SR 55	24			
86-00094	8600080	KICKAPOO CREEK	CR 600 EAST	12			
86-00095	8600116	KICKAPOO CREEK	CR 550 NORTH	24			
86-00096	8600082	LITTLE PINE CREEK	GREEN HILL ROAD	24			
86-00097	8600083	LITTLE PINE CREEK	ARMSTRONG CHAPEL ROAD	24			
86-00099	8600085	LITTLE PINE CREEK	CR 1200 EAST	24			
86-00123	8600089	DRY BRANCH	CR 650 SOUTH	24			
86-00136	8600097	FALL BRANCH	CR 125 SOUTH	24			
86-00140	8600099	COAL RUN CREEK	COAL HOLLOW ROAD	24			
86-00148	8600100	LEAK DITCH	CR 800 WEST	24			
86-00151	8600101	LITTLE CREEK	CR 300 NORTH	12			
86-00152	8600102	REDWOOD CREEK	DIVISION ROAD	24			
86-00153	8600103	JORDAN CREEK	CR 850 NORTH	12			
86-00154	8600104	DRAINAGE DITCH	CR 25 EAST	24			
86-00155	8600108	REDWOOD CREEK	CR 100 SOUTH	24			
86-00156	8600109	LEAK DITCH	CR 900 WEST	24			
86-00157	8600110	SPRING CREEK	OLD SR 41	24			
86-00158	8600111	HUNGRY HOLLOW CREEK	OLD SR 41	24			
86-00159	8600112	JONES DITCH	CR 750 NORTH	24			
86-00160	8600113	JORDAN CREEK	CR 700 WEST	24			
86-0W001	8600105	FALLS BRANCH	RAILROAD STREET	24			
86-0W002	8600106	FALLS BRANCH	EAST MONROE STREET	24			

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86-0W003	8600107	FALLS BRANCH	FALL STREET	24			
86-IBB03	8600503	NORTH BRANCH VERMILLION RIVER	STATE LINE ROAD	48			
86-IBB13	8600502	JORDAN CREEK	STATE LINE ROAD	48			
86-IBB39	8600504	STREAM	STATE LINE ROAD	48			
86-IBB76	8600501	STREAM	STATE LINE ROAD	48			