

**INTERLOCAL AND MAINTENANCE AGREEMENT**  
**Between**  
**THE INDIANA DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE TOWN OF PITTSBORO**  
**Concerning**  
**US ROUTE 136**  
**In**  
**PITTSBORO, INDIANA**

**EDS/SCM No. \_\_\_\_\_**

This INTERLOCAL AND JOINT USE AND MAINTENANCE AGREEMENT (“Agreement”), made and entered into by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “INDOT” or the “State”) and THE TOWN OF PITTSBORO, INDIANA (hereinafter referred to as the “Town”), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General (the “Effective Date”). INDOT and the Town are jointly referred to herein as the “Parties” and each individually as a “Party.”

**RECITALS**

**WHEREAS**, INDOT is expected to complete a traffic signal modernization and HMA overlay project along US Route 136 (“US 136”) running through the Town under DES No. 2201091 (hereinafter referred to as the “Project”); and

**WHEREAS**, as part of the project INDOT is modernizing the traffic signal at the intersection of US 136 and Maple Street in the Town; and

**WHEREAS**, as part of the Project, INDOT is installing curb ramps in order to comply with the Americans with Disabilities Act; and

**WHEREAS**, in order to complete the Project, on the Northeast corner of the intersection of US 136 and Maple Street, INDOT is installing a bump out curb into the Town right of way on Maple Street; and

**WHEREAS**, it is in the mutual interest for the convenience and safety of the public, including but not limited to, the traveling public, for INDOT and the Town to cooperate regarding the Project; and

**WHEREAS**, the Parties further desire to delineate responsibilities for/related to the maintenance responsibilities therewith.

**NOW THEREFORE**, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereby agree as follows.

**ARTICLE I**  
**SPECIFIC PROVISIONS**

**1.1 Purpose of Agreement.** The purpose of this Agreement is to allow the installation of the bumped-out curb on the northeast corner of US 136 and Maple Street within Town owned or controlled right-of-way, as shown on Exhibit A attached hereto and incorporated herein by reference, and to delineate responsibilities for and related to the maintenance of the bumped out curb and the costs associated therewith.

**1.2 Term of Agreement.** The term of this Agreement shall commence on the Effective Date and terminate upon the earlier of (i) when INDOT performs the next major work on/for the section of US 136 as shown on Exhibit A, as determined by INDOT; or upon INDOT's convenience.

**1.3 Public Statements or Disclosures.** The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release related to this Agreement. However, this Section 1.3 does not prohibit any of the Parties from making a public statement or disclosure regarding this Agreement if, but only if, in the opinion of a Party's legal counsel, such a public statement or disclosure is required by law, including but not limited to, Indiana's Access to Public Records Act (IC 5-14-3), legal process, or directive of a regulatory authority having jurisdiction over the Party.

**1.4 Right of Entry.** Subject to this Agreement and the requirements herein, the Town hereby grants INDOT their contractors, subcontractors, agents, and representatives permission to enter upon, across, and within Town right-of-way for the sole purposes of inspecting and constructing the curb bump out on Maple Street on the northeast corner of US 136 and Maple Street Town of Pittsboro, Indiana as depicted in Exhibit A.

**1.5 No Interest in Land.** The Parties understand and agree that this Agreement does not: (1) grant any interest or other rights in any land, either temporarily or permanently, except as expressly set forth herein; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for road/highway or other purposes in the future.

**1.6 Interpretation.** The Preamble and Recitals above are incorporated by reference into this Agreement. 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 this Agreement.

**ARTICLE II**  
**SPECIFIC JOINT USE AND MAINTENANCE RELATED PROVISIONS**

**2.1 Joint Use.**

- A. The Town hereby grants to INDOT joint use of Town right-of-way to accommodate the inspection and construction of the curb bump out section on Maple Street depicted within Exhibit A.

- B. In addition, the Town understands and agree that INDOT's ability to operate, regulate, construct, and maintain the state road/highway system shall take precedence over any and all other uses of public rights-of-way.

## 2.2 The Town's Responsibilities.

The Town's responsibilities shall include, but are not limited to, the following:

- A. The Town shall be responsible for inspecting, maintaining, and repairing the ADA ramps and inlets within the designated section the project as depicted in Exhibit A and described in Indiana code section 8-23-6-3(d).
- B. The Town shall inspect, maintain, and repair the ADA ramps and inlets in accordance with applicable laws, rules, and regulations and applicable policies, procedures, and specifications, including but not limited to, the 2022 INDOT Standard Specifications and any updates thereto. When inspecting, maintaining, and repairing, the ADA ramps and inlets, the Town shall at all times adhere to the traffic control measures found in the most recent version of the Manual on Uniform Traffic Control Devices, as then-currently adopted by INDOT.
- C. Prior to any inspection, repair, or maintenance of in accordance with this Agreement the Town, shall notify INDOT of the timing and details thereof. After any such inspection, the Town shall promptly provide a copy of the related report to INDOT.
- D. If requested by INDOT at any time, the Town promptly submit to the INDOT Crawfordsville District the Party's maintenance plan for the ADA ramps and inlets, identifying the maintenance activities/work and a schedule of when the activities/work will occur.
- E. At least 30 days prior to any maintenance activities/work, if such activities/work will require lane closures or traffic restrictions, on/along US 136 and/or any other state road/highway, the Town shall submit a permit application via INDOT's Electronic Permitting System for any maintenance/repair work planned for the Utility Lines or any part/portion thereof, identifying the maintenance and repair activities/work, a Maintenance of Traffic (MOT) plan, and a schedule of when the activities/work will occur. The Town may commence such maintenance and repair activities/work upon INDOT's approval and issuance of a Permit therefor.
- F. The Town shall notify INDOT, at least 10 days in advance, of its/their intent to enter onto State right-of-way whenever doing so could affect the flow of traffic or the safety of the traveling public on/along US 136 and/or any other state road/highway, even if the entry will be for routine maintenance and/or repair activities. In the event that an emergency repair is necessary, the Town will provide as much notice as possible under the circumstances and shall ensure that adequate maintenance of traffic measures are taken in accordance with Part 6 of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD, available online at <https://www.in.gov/dot/div/contracts/design/mutcd/2011rev3MUTCD.htm>) to protect the traveling public and any workers.

- G. The inspection, maintenance, repair, and removal activities/work related to the ADA ramps and inlets, shall not create any adverse impact or interfere with the convenience and safety of the public, including but not limited to, the traveling public.
- H. The Town will be solely responsible and obligated for all costs and fees for and/or associated the inspection, maintenance, repair, and removal of the ADA ramps and inlets.
- I. The Town shall not erect, install, or locate any signs, sculptures, fences, structures, fixtures, or other improvements (collectively, "Improvements") within State right-of-way, without the prior approval of INDOT.
- J. If the Town wishes to construct or install any additional Improvements within State right-of-way, it shall submit a design plan to the INDOT Crawfordsville District Office for review and approval prior to making any Improvements. In addition, the Town shall apply for a permit from INDOT for all Improvements within State right-of-way prior to any additional Improvements being made.
- K. The Town is prohibited from transferring, assigning, or conveying the rights under this Agreement to another party without prior INDOT approval.
- L. Wherever in this Agreement any obligation or responsibility is assumed by the Town, the same shall be deemed an obligation of the Town.

### 2.3 INDOT's Responsibilities.

INDOT's responsibilities shall include, and are limited to, the following:

- A. INDOT will complete construction of the project, including the curb bump out, ADA ramps, inlets, and modernized traffic signal as depicted in Exhibit A.
- B. INDOT may inspect the curb bump out, ADA ramps, inlets, and modernized traffic signal as depicted in Exhibit A at any time. In the event that problems or maintenance/repair needs are identified, INDOT will coordinate with the Town to discuss issues requiring maintenance or repair, and to attempt to come to consensus on an action plan and timeline.
- C. In the event the Town does not timely attend an inspection with INDOT to discuss issues and identify a mutually agreeable solution, or fail to timely undertake any necessary maintenance or repair of or for the curb bump out, ADA ramps and inlets and, in the interest of the safety of the public, including but not limited to the traveling public, INDOT may undertake any such necessary maintenance or repair and invoice the Town for the total cost thereof. The Town shall pay each invoice within 30 days of issuance. A Party's failure to fully and timely pay any invoice from INDOT may, in INDOT's discretion, result in the partial or complete removal of the brick overlay.
- D. In the event INDOT is required to maintain or repair any part of the curb bump out, ADA ramps and inlets, INDOT reserves the right to temporarily close the State right-of-way

and/or other roads/highways while maintenance or repair is underway, in order to ensure the safety of the public using and/or in the vicinity. INDOT shall have no responsibility, obligation, or liability for any damage to the curbs, sidewalks, gutters, or inlets resulting from the maintenance or repair of the State right-of-way.

**ARTICLE IV**  
**GENERAL PROVISIONS**

**4.1 Access to Records.** The Town shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs 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 10 years from the date of final payment, if any, under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The Town agrees that, upon request by any Party or state or federal agency participating in federally-assisted programs with whom the Town has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the Town in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

**4.2 Assignment; Successors.** [OMITTED – NOT APPLICABLE]

**4.3 Assignment of Antitrust Claims.** [OMITTED – NOT APPLICABLE]

**4.4 Audits.** The Town acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

**4.5 Authority to Bind the Town.** The signatory for the Town represents that he/she has been duly authorized to execute this Agreement on behalf of the Town and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Town when his/her signature is affixed, and accepted by the State.

**4.6 Certification for Federal-Aid Contracts Lobbying Activities.** The Town certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the Town 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 Town, 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 Town 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

4.7 **Changes in Work.** The Town shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

4.8 **Compliance with Laws.**

- A. The Town 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 Town to determine whether the provisions of this Agreement require formal modification.
- B. The Town and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Town has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Town shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the Town is not familiar with these ethical requirements, the Town 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 Town or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the Town. In addition, the Town may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. [OMITTED – NOT APPLICABLE]
- D. [OMITTED – NOT APPLICABLE]
- E. [OMITTED – NOT APPLICABLE]
- F. The Town warrants that the Town and its contractors and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material

breach of this Agreement and grounds for immediate termination and denial of further work with the State.

**G. [OMITTED – NOT APPLICABLE]**

**H. As required by IC §5-22-3-7:**

- (1) The Town and any principals of the Town certify that:
  - (A) the Town, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
  - (B) the Town will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Town and any principals of the Town certify that an affiliate or principal of the Town and any agent acting on behalf of the Town or on behalf of an affiliate or principal of the Town, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

**4.9 Condition of Payment.** All services provided by the Town under this Agreement must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.

**4.10 Confidentiality of State Information.** [OMITTED – NOT APPLICABLE]

**4.11 Continuity of Services.** [OMITTED – NOT APPLICABLE]

**4.12 Debarment and Suspension.** [OMITTED – NOT APPLICABLE]

**4.13 Default by State.** [OMITTED – NOT APPLICABLE]

**4.14 Disputes.** [OMITTED – NOT APPLICABLE]

**4.15 Drug Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Town hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Town will give written notice to the State within 10 days after receiving actual notice that the Town, or an employee of the Town 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 years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Town 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 Town'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 Town'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 Town of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the State in writing within 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.

**4.16 Employment Eligibility Verification.** As required by IC §22-5-1.7, the Town swears or affirms under the penalties of perjury that the Town does not knowingly employ an unauthorized alien. The Town further agrees that:

- A. The Town 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 Town is not required to participate should the E-Verify program cease to exist. Additionally, the Town is not required to participate if the Town does not employ any employees.



- B. The Town shall not knowingly employ or contract with an unauthorized alien. The Town shall not retain an employee or contract with a person that the Town subsequently learns is an unauthorized alien.
  
- C. The Town shall require its contractors and subcontractors, who perform work under this Agreement, to certify to the Town that the contractor or subcontractor does not knowingly employ or contract with an unauthorized alien and that the contractor or subcontractor has enrolled and is participating in the E-Verify program. The Town agrees to maintain this certification throughout the duration of the term of a contract with a contractor or subcontractor.

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

**4.17 Employment Option.** [OMITTED – NOT APPLICABLE]

**4.18 Force Majeure.** In the event that either 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 as 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.

**4.19 Funding Cancellation.** As required by Financial Management Circular 3.3 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of 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.

**4.20 Governing Law.** 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 in the State of Indiana.

**4.21 HIPAA Compliance.** [OMITTED – NOT APPLICABLE]

**4.22 Indemnification.** The Town agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorneys’ fees, and other expenses caused by any act or omission of the Town and/or its agents, officials, employees, contractors and subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the Town.

**4.23 Independent Entity; Workers’ Compensation Insurance.** The Town is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties.

Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, contractors or subcontractors of the other Party. The Town shall provide all necessary unemployment and workers' compensation insurance for the Town's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

**4.24 Indiana Veteran Owned Small Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE]

**4.25 Information Technology Enterprise Architecture Requirements.** [OMITTED – NOT APPLICABLE]

**4.26 Insurance.** The Town shall cause and require the contractors and subcontractors working on the Project and/or constructing, installing, maintaining, or repairing the Bridge or any portion thereof to secure and keep in force during the term of this Agreement and thereafter the insurance coverages specified in the 2022 INDOT Standard Specifications and any updates thereto.

**4.27 Key Person(s).** [OMITTED – NOT APPLICABLE]

**4.28 Licensing Standards.** The Town, its employees, contractors and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Town pursuant to this Agreement. The State will not approve any study, plans or work performed by the Town when the Town, its employees, contractors or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Town shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

**4.29 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 Parties.

**4.30 Minority and Women's Business Enterprises Compliance.** [OMITTED – NOT APPLICABLE]

**4.31 Nondiscrimination.**

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Town . 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, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Town 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 covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Town or any contractor or subcontractor.

- B. INDOT is a recipient of federal funds, and therefore, where applicable, the Town and any contractors or 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 Town agrees that if the Town employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Town will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Town 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 reference. Breach of this covenant may be regarded as a material breach of this Agreement.

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, limited English proficiency, or status as a veteran.)

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

1. Compliance with Regulations: The Town 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 incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The Town, 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 contractors or subcontractors, including procurements of materials and leases of equipment. The Town 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 Town for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Town of the Town'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 Town 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 INDOT and the Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Town is in the exclusive possession of another who fails or refuses furnish this information, the Town shall so certify to 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 Town's noncompliance with the nondiscrimination provisions of this Agreement, 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 Town under the Agreement until the Town complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Town shall include the provisions of paragraphs 1. through 5. above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Town shall take such action with respect to any subcontract or procurement as 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 Town becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, the Town may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the Town may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**4.32 Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For INDOT:**

INDOT Crawfordsville District

Attn: Karen Arnold  
41 W 300 N  
Crawfordsville, IN 47933  
Phone: 765-361-5241  
Email: karnold2@indot.IN.gov

**With copy to:**

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204  
Phone: (317) 232-5012

\_\_\_\_\_ **B. For the Town:**

\_\_\_\_\_ Town of Pittsboro Indiana, Indiana  
\_\_\_\_\_ Attn:  
\_\_\_\_\_

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

**4.33 Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]**

**4.34 Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]**

**4.35 Payments.**

A. All payments, if any, shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Town 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 IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

**4.36 Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1, and IC §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, 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.

4.37 **Progress Reports.** [OMITTED – NOT APPLICABLE]

4.38 **Public Record.** The Town acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.39 **Renewal Option.** [OMITTED – NOT APPLICABLE]

4.40 **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.

4.41 **Status of Claims.** The Town shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the Town resulting from services performed under this Agreement.

4.42 **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.43 **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Town or its contractors or subcontractors as a result of this Agreement.

4.44 **Termination for Convenience.** [OMITTED – NOT APPLICABLE]

4.45 **Termination for Default.** [OMITTED – NOT APPLICABLE]

4.46 **Travel.** [OMITTED – NOT APPLICABLE]

4.47 **Waiver of Rights.** No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Town shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Town's negligent performance of any of the services furnished under this Agreement.

4.48 **Work Standards.** The Town shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its contractors and subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the Town shall grant such request.

4.49 **State Boilerplate Affirmation Clause.** [OMITTED – NOT APPLICABLE]

**4.50 Prohibited Telecommunications and Video Surveillance Equipment and Services.** In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Town is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The Town shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

**[AGREEMENT CONTINUES ON FOLLOWING PAGE]**

**Non-Collusion and Acceptance**

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

**Agreement to Use Electronic Signatures**

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

[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRC TS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRC TS.GBL)

[SIGNATURES ON FOLLOWING PAGE]