APPENDIX "A"

Services to be furnished by CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

Task 1  Topographic Survey Data Collection
Task 2  Geotechnical Services
Task 3  Road Design and Plan Development (including Signing, Lighting and Signal Plan Development, if applicable)
Task 4  Right of Way Plan Development
   •  R/W Engineering
   •  Title Research
   •  R/W Staking
Task 5  Construction Phase Services

Task 1  Topographic Survey Data Collection

When directed, the CONSULTANT shall survey the project location. The CONSULTANT shall obtain deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and section or auditor plats for all properties within the project limits. The CONSULTANT’s work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the INDOT Design Manual (IDM) which is available online on the INDOT website, and which is incorporated by reference. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the INDOT Design Manual, the order of precedence shall be:

1.  I.C. 25-21.5  
2.  865 I.A.C. 1-12  
3.  INDOT Design Manual  

Deliverables:

The CONSULTANT shall provide INDOT with all survey information relative to the project, as specified in the IDM. This includes: a certified survey field book, recorded Location Control Route Survey plat (if required), and all required electronic survey files as defined in the IDM. Deeds of Record, subdivision plats, survey plats, section corner location information and section or auditor plats for all properties within the project limits shall be submitted with Grade Review Plans or other early stage of plan development.
The signature, seal, date and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Survey Book submitted to INDOT, along with current contact information of the surveyor.

Electronic survey data submittals shall be in a format that is compatible with software requirements as per the IDM. The INDOT CAD Support Team has developed standard resource files such as design templates (seed files) and survey-data processing (.xin) files. The most current INDOT seed.dgn and survey.xin files made available through the CAD Support Team shall be used.

**Task 2 Geotechnical Services**

The CONSULTANT shall perform Geotechnical Services as defined in the scope of work and any addenda to that report when directed.

The work shall be performed in accordance with the requirements set out in the most current Geotechnical Design Manual.

After the assignment of the project, the CONSULTANT shall submit the scope of the geotechnical investigations to the Office of Geotechnical Services for their review and approval. No work shall proceed before obtaining the approval.

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the “Instruction for Entering upon Private Property” as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference. The CONSULTANT shall obtain a permit from the INDOT District for maintenance of traffic before drilling operations can proceed.

The CONSULTANT may be required to do all work per project or only a portion thereof, as determined by the INDOT Office of Geotechnical Services. All proposed services may not be required.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than the end of each workweek. If the samples are to be tested by INDOT they shall be delivered to:

Indiana Department of Transportation  
Office of Geotechnical Services  
120 S. Shortridge Road  
Indianapolis, Indiana 46219
no later than the following Monday of each workweek. Each soil sample and rock core shall be clearly marked as to project number, contract number, structure number, road number, station, offset, boring number, sample number, core number, blow count depth, etc. INDOT shall determine who will do the laboratory testing and engineering during the drilling operations.

Upon completion of the laboratory testing all soil samples and rock cores shall become the property of INDOT and shall be disposed of as directed by INDOT.

**Deliverables:** The draft Geotechnical Report prepared by the CONSULTANT shall be submitted directly to the INDOT Manager of Geotechnical Services for review. The format for the reports and drawings/logs should be a Windows based version and compatible with INDOT’s existing programs and should be as specified in the Geotechnical Design Manual with the addition that all borings shall have northern and eastern coordinates in a global system and the name of the system utilized. Scanning should be kept to a minimum unless absolutely necessary such as hand calculations, and drawings, etc.

A .pdf copy of the final approved Geotechnical Report shall be furnished to INDOT in .gINT format. The review process shall follow utilization of SharePoint and ERMS formats.

After the report is accepted, and the design has been completed, the CONSULTANT shall review and sign the Foundation Review form, Final Check Prints form to verify the compliance with the geotechnical recommendations. The cost of this review shall be included in the cost of the report.

**Task 3  Road Design and Plan Development**

The CONSULTANT shall prepare preliminary plans, an economic analysis with proposed economic solutions and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; American Railway Engineering Association's "Manual for Railway Engineering"; INDOT's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions. Such preliminary plans and economical analysis shall be completed to the point required to fulfill the requirements for a Design Public Hearing, and no further work shall be done on the plans, unless and until specifically directed by INDOT.

Following approval of the hearing plans, approval of the Environmental Document, and completion of the Public Hearing requirements, 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.

The cost estimate 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.
The CONSULTANT shall provide project coordination necessary to develop final plans, including but not limited to:

1. Assist the appropriate INDOT District and/or Transportation Management Team to develop a Traffic Control Plan, including any special elements identified in the Engineering Assessment report.

2. Supply necessary plans and design information to INDOT’S railroad unit concerning bridge structures over or under railroads; at-grade highway-railway crossings within the limits of the project; surface, underground or overhead encroachment of railroad rights-of-way and preemption of traffic signals.

3. Prepare necessary local agreements for sewers, sidewalks, maintenance of traffic, etc.

4. Coordinating the design with the design of adjacent projects to ensure construction compatibility and continuity.

5. If applicable, direct coordination with INDOT’s real estate personnel to respond to questions, meet with property owners, when requested to do so, and submit right-of-way revisions to the real estate personnel in a timely manner.

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 hearings and/or meetings and shall prepare and distribute minutes. Meetings shall include, but shall not be limited to:

1. Field Checks – The CONSULTANT shall arrange and attend the preliminary field check and final field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.

2. Railroad Meeting – On projects that involve bridge structures over or under a railroad, the CONSULTANT shall arrange and attend a meeting with INDOT’s Railroad Unit prior to the Stage 1 submittal.

3. Fish and Wildlife Meeting – On projects involving bridge structures over waterways and/or wetland replacement, the CONSULTANT shall submit the draft Fish & Wildlife Review form to the project manager prior to the preliminary field check. If requested, a meeting will be held with the District Environmental Scoping Section and/or INDOT’s Office of Environmental Services. The final form shall be distributed by the CONSULTANT.

The CONSULTANT shall prepare and submit pavement design requests to INDOT with necessary supporting information.
On projects involving roadways running parallel to streams, the CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with 23 CFR 650, Subpart A, entitled "Location and Hydraulic Design of Encroachment of Flood Plains".

The CONSULTANT shall perform hydraulic calculations in accordance with the Indiana Design Manual. Calculations for structures greater than 36” in diameter shall be submitted to INDOT’s Hydraulics Unit for review.

The CONSULTANT shall perform pH testing a minimum of two times throughout the life of the project design at existing pipe structure locations. When the difference between the first two readings is greater than 0.5, a third test will be required. The result of one of the pH tests may be available in the Geotechnical Report. The value of the pH shall be determined to the nearest 0.5 point. The lower pH value will determine the types of pipe allowed. It is preferable to perform the pH testing at three different times of the year.

On projects with existing underdrains that are not being replaced, the CONSULTANT shall locate existing underdrain outlets by field investigation, show the outlets on the plans, and design corrective measures necessary to provide a properly functioning underdrain system.

The CONSULTANT shall identify the permits required and supply permit application forms with documentation necessary to obtain the permits. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits. 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.

The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and coordinate necessary corrections with the Contracts Administration Division.

**Deliverables** - The CONSULTANT shall submit deliverables to INDOT in accordance with the Indiana Design Manual and Appendix C - Schedule.

**Task 4 Right of Way Plan Development**

1. **Right of Way Engineering**

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the
acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. Documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. Documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that INDOT or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANT’S duty to immediately inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by INDOT before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of INDOT, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by INDOT for the purpose of completing the work included in this Contract.

The CONSULTANT may, with the prior written approval of INDOT, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from INDOT, undertake additional field work, such as right-of-way staking or general layout, as specifically instructed by INDOT. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by INDOT of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.
The CONSULTANT shall provide to INDOT, on appropriate electronic media, a copy of prepared legal descriptions, computer generated land plats and calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of INDOT and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to INDOT during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans.

**Deliverables** - The CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to INDOT upon completion of the described services.

### 2. Title Research Services

#### A. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY

1. **COVER SHEET**
   a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
   b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
   c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
   d. The record owner(s), as of the certification date, shall be identified as shown in the instrument vesting title in them. The address of the record owner(s) and recording information shall also be provided.
   e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader’s attention to the chain of title.
   f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
   g. The cover sheet shall include the certification statement shown below. The CONSULTANT performing the search shall sign and date the cover sheet.
TITLE AND ENCUMBRANCE REPORT
Indiana Department of Transportation
Real Estate Division

RW Code: Parcel: County: Pol. Twp.:
Project: Road: Des. No.

Name on Plans:

- Assessed Values
  - Description or Addition
  - Sec. Twp. Rge. Acreage Land Improve. Key Number

LAST OWNER OF RECORD

Name:
Address:
Title Acquired By:

MORTGAGE RECORD

- Mortgage Record: Page: Amount: Dated:
Mortgagor:
Mortgagee:
Judgments: Easements:
Taxes: Taxes are current.

CERTIFICATE

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.

DATED: __________________________ SIGNED: __________________________
CONSULTANT
2. **CAPTION**
   a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. **CONTIGUOUS PROPERTY**
   a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. **CHAIN OF TITLE**
   a. The chain of title shall be presented as entries which address conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
   b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
   c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and recording information.
   d. Sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
   e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, approvals and certificates, etc. One legible copy of the subdivision plats for other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
   f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the CONSULTANT shall make a note to that effect.
   g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
   h. Easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
   i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, subsequent assignments shall be shown.
j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the “Key” number (with each tract identified, if applicable), the amount and current status of the taxes.

k. Defects in the chain of title shall be accompanied by the title researcher’s note explaining the defect.

5. CONTIGUOUS PROPERTY
   a. A search for contiguous property is required for the Department’s Engineering and Condemnation procedures.
   b. Contiguous property is property that is owned by the same entity as the caption and 1) has “unity for use” with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.
   c. Property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption property (requiring a statement to that effect).
   d. Property that is known to have “unity of use” with the caption property shall be shown as contiguous property.
   e. Property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.
   f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
   g. No liability shall be incurred by the CONSULTANT regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS
   a. The CONSULTANT shall provide one copy of the Auditor’s or Assessor’s plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. GENERAL
   a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.
   b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
   c. The CONSULTANT agrees to testify in court in behalf of the State on title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the CONSULTANT, the Department will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
   d. The CONSULTANT agrees to follow accepted principles and techniques as shown and necessary interpretation of these furnished by the Department. A
B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY

1. COVER SHEET
   a. The cover sheet shall follow the format as found in Attachment “1”, with the words “TEMPORARY R/W” added to the title.
   b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, and Des. Number and the name of presumptive fee owner as shown on the right-of-way plans.
   c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision) and the assessed values of the land and improvements.
   d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
   e. No mortgage search is required for temporary R/W.
   f. No judgment or easement searches are required for temporary R/W.
   g. The status of the taxes shall be noted on the cover sheet.
   h. The cover sheet shall include a certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The CONSULTANT performing the search shall sign and date the cover sheet.

2. CAPTION
   a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified with instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY
   a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES
   a. The “key” number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL
   a. The CONSULTANT shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
b. Each Title and Encumbrances Report and the attachments thereto shall be submitted in DUPLICATE.

C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

1. When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:
   a. A cover sheet which identifies changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
   b. Copies of documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

3. Right of Way Staking

R/W Staking will be performed by the CONSULTANT if needed.

Task 5 Construction Phase Services

Following the award of the construction Contract, the CONSULTANT shall be responsible for attending the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by INDOT to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than INDOT's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(09). This includes Mechanically Stabilized Earth retaining walls, Sound Barrier Systems and Precast Concrete Culverts.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with INDOT approval.

If requested by INDOT, the CONSULTANT shall have the CONSULTANT's project design engineer attend and participate in partnering (1) a workshop with employees of INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

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