

**STATE OF INDIANA'S
DESIGNER/CONSULTANT CONTRACT
CHANGE ORDER/AMENDMENT #
FOR A PUBLIC WORKS PROJECT
Contract # _____**

THIS IS AMENDMENT # [] to the Contract for a Designer/Consultant for Public Works Project (“Contract”) entered into by and between the Indiana Department of Administration’s Public Works Division (“State”) and **XXXXXXXXXX** (for purposes of this Amendment # [], the Designer or the Consultant shall hereinafter be referred to as the “Contractor”), and executed pursuant to the terms and conditions set forth herein, governed by Indiana Code 4-13.6, *et seq.*

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. A written change has been requested by the Contractor, as detailed in **Amendment # [] Exhibit A**, attached hereto and incorporated herein, in connection with the following Public Works Project:

Project Number: **XXXXXXXXXX**
 Project Name: **XXXXXXXXXX**
 Contractor: **XXXXXXXXXX**
 Institution/Department: **XXXXXXXXXX**
 Purchase Order Number: **XXXXXXXXXX**
 Req. No: **XXXXXXXXXX**
 Change Order No: **XXXXXXXXXX**

2. The State has approved the change request, as detailed in **Amendment # [] Exhibit B**, attached hereto and incorporated herein.

3. The consideration for this Amendment # [] is as follows:

ORIGINAL CONTRACT VALUE	\$ _____
TOTAL PREVIOUS AMENDMENT VALUE	\$ _____
PRE-AMENDMENT CONTRACT TOTAL	\$ _____
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE THIS AMENDMENT	\$ _____
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE REIMBURSABLE EXPENSES	\$ _____
NEW CONTRACT TOTAL REMUNERATION	\$ _____

4. The term of this Contract is hereby extended for an additional **XXX** days.
 decreased by **XXX** days.
 remains the same.

Therefore, the Contract shall terminate on [] .

5. The **Indemnification** section of the Contract (*located at Section 14.21 of the Contract for Design of a Public Works Project and Section 28 of the Contract for a Consultant for a Public Works Project*) shall be superseded and replaced in its entirety by the following:

The Designer/Consultant agrees to indemnify and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, reasonable attorney’s fees, and other expenses to the extent caused by any negligent act or omission, or the willful misconduct of the Designer/Consultant and/or its subdesigners/subconsultants, if any, in the performance of this Contract. If

the Designer/Consultant is a professional identified in IC 26-2-5-4(b), this indemnification obligation shall be interpreted in accordance with IC 26-2-5-4. The State shall not provide such indemnification to the Designer/Consultant.

6. A. Indiana Veteran Owned Small Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.*

OPTION 1-to be used if the IVOSB subcontractor(s) will continue to be utilized during the extension period.

As required by 25 IAC 9-4-1(b), the following certified IVOSB subcontractors will be participating in this Contract during the extension period. This participation represents [] the same percentage or [] an increase of % above the original IVOSB commitment.

IVOSB	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT

A copy of each subcontractor agreement must be submitted to IDOA’s Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to the Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the IVOSB subcontractors during the extension period.

No certified IVOSB subcontractors will be participating in this Contract under this Change Order/Amendment.

B. Minority and Women’s Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.*

OPTION 1-to be used if the MBE and/or WBE subcontractor(s) will continue to be utilized during the extension period.

As required by 25 IAC 5-6-2(b), the following Division of Supplier Diversity certified MBE or WBE subcontractor(s) will be participating in this Contract under this Change Order/Amendment. This participation represents [] the same percentage or [] an increase of % above the original MBE and/or WBE commitment.

MBE/ WBE	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to the Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the MBE and WBE subcontractors during the extension period.

No certified MBE or WBE subcontractors will be participating in this Contract under this Change Order/Amendment.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment for Public Works Project Number **XXXXXX**. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Designer/Consultant: **XXXXXXXXXXXX**

**Department of Administration
Public Works Division**

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Robert Grossman, Director
For IDOA Commissioner if less than \$10,000,000
Date: _____

Approved by:
Department of Administration

Approved by:
State Budget Agency *PURSUANT TO IC 4-13-2-14.1*
APPROVAL OF THE BUDGET AGENCY
IS NOT REQUIRED FOR CONTRACTS
UNDER \$100,000.00

By: _____ (for)
Rebecca Holwerda, Commissioner

By: _____ (for)
Joseph M. Habig, Acting State Budget Director

Date: _____

Date: _____

Approved as to Form and Legality:
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on August 23, 2024.
FA 24-48*

This document prepared and reviewed by:
Tammera J. Glickman
Counsel, Indiana Department of Administration

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AMENDMENT # EXHIBIT A

See Documents to Follow for Exhibit

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AMENDMENT # EXHIBIT B

See Documents to Follow for Exhibit

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