

Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant (“Subconsultant”) desires to provide goods and/or services in connection with that certain consulting contract by and between _____ and the Indiana Department of Transportation (INDOT), EDS number _____ (“Contract”), and

WHEREAS, INDOT consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and INDOT agree as follows:

1. With respect to any liability and/or indemnification issues, this Acknowledgment is subject to IC 8-23-2-12.5.
2. Without limiting any rights or remedies based in agency, law, equity or otherwise that INDOT may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #19 (Governing Laws); #23 (Insurance – Liability for Damages) and #21 (Indemnification) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.
3. INDOT and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and INDOT is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

For INDOT:

Name/Title

Name/Title

Date

Date