



6100 Southport Road  
Portage, Indiana 46368  
(219) 763-6060  
www.nirpc.org

## MEETING OF THE EXECUTIVE BOARD NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

October 17, 2024 at 9:00 A.M.

NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Tom Dermody, Mayor of La Porte
- 2.0 New Appointments to the Commission - Dave Hollenbeck, Attorney
- 3.0 Roll Call – Candice Eklund, Executive Assistant
- 4.0 Public Comment on Current Agenda Items  
*The Chair will recognize audience members who have signed up to comment on agenda items below.  
Time is limited to 3 minutes per commenter.*
- 5.0 Approval of the Minutes of the September 19, 2024, Full Commission Meeting (pp. 1-3)  
**ACTION REQUESTED: Approval**
- 6.0 **LEADERSHIP** – Tom Dermody, Mayor of La Porte
  - 6.1 Commissioner Committee Assignments (pp. 4-7)
  - 6.2 Eco-Interactive Contact (pp. 8-23)  
**ACTION REQUESTED: Approval**
- 7.0 **TRANSPORTATION** – Kevin Breitzke, Porter County Surveyor (pp. 24-30)
  - 7.1 Public Comment Report on FY 2024-2028 Transportation Improvement Program (TIP) Amendment #24-03, Charles Bradsky (p. 26)  
**ACTION REQUESTED: Informational**
  - 7.2 Resolution #24-12: [TIP Amendment #24-03](#), Charles Bradsky (pp. 27-30)  
**ACTION REQUESTED: Approval**
  - 7.3 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 8.0 **ECONOMY & PLACE** – Denarie Kane, NIRPC Economic Development District Coordinator
  - 8.1 NIRPC Economic Development District Report
- 9.0 **ENVIRONMENT** – Bill Emerson, Lake County Surveyor
- 10.0 Other Business
- 11.0 Announcements
- 12.0 Adjournment

The next meeting on December 5, 2024, at 9:00 a.m. will be a Full Commission meeting.

# NIRPC Full Commission Meeting

6100 Southport Road, Portage, IN

Minutes of the September 19, 2024 Full Commission Meeting

## Call to Order

Chair Tom Dermody called the meeting to order at 9:04 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

## New Appointments to the Commission

Ty Warner announced the appointment to the Commission of Dwayne Halliburton (Gary).

**Roll call** - Taken by Candice Eklund

## Present

The 33 Commissioners present at the meeting included Kyle Allen (Lake County Commissioner), Jenny Beier (Schneider), Thomas Black (Highland), Austin Bonta (Portage), Kevin Breitzke (Porter County Surveyor), James Burge (Porter), Bob Carnahan (Cedar Lake), Tom Dermody (La Porte), Daina Dumbrys (Michiana Shores), Denise Ebert (Wanatah), Bill Emerson (Lake County Surveyor), J.D. Haley (Long Beach), Dwayne Halliburton (Gary), Bonnie Hawksworth (Dune Acres), Josh Huddlestun (Hobart), Lori Hunt (Westville), Peter Land (Crown Point), Wendy Mis (Munster), Edward Morales (Porter Township), Angie Nelson Deutch (Michigan City), Randy Niemeyer (Lake County Council), David Phelps (Beverly Shores), Linda Pompeii (Pottawattomie Park), Lisa Rosenkranz (La Crosse), Rick Ryfa (Griffith), Warren Schacht (Trail Creek), Tom Schmitt (Schererville), Sharon Szvedo (New Chicago), Mary Tanis (Dyer), Jim Ton (Chesterton), George Topoll (Union Township), Andy Vasquez (Porter County Council), and John Yelkich (Lowell). Matt Deitchley, representing INDOT, was also present.

The 17 Commissioners absent included Duane Arndt (Kingsford Heights), Bill Carroll (Lake Station), Tim Clayton (Winfield), Jon Costas (Valparaiso), Connie Gramarossa (La Porte County Council), Keesha Hardaway (Merrillville), Tony Hendricks (La Porte County Surveyor), Vanessa Hernandez Orange (East Chicago), Justin Kiel (La Porte County Council), Scott Kingan (Ogden Dunes), Tom McDermott (Hammond), Jack McGraw (Burns Harbor), Jim Pressel (Governor Appointee), Barb Regnitz (Porter County Commissioner), Steve Spebar (Whiting), Gerald Swets (St. John), and CJ Wittmer (Kouts).

Hebron, Kingsbury, and The Pines have appointed no representatives to NIRPC.

Staff present included Ty Warner, Tom Vander Woude, Stephen Hughes, Denarie Kane, Flor Baum, Candice Eklund, and attorney Dave Hollenbeck.

**Public Comment** – There were no public comments.

## Approval of Minutes

The minutes of the August 15, 2024 Executive Board meeting were approved on motion by Kevin Breitzke and seconded by Jim Ton.

## Leadership– Tom Dermody, Mayor of La Porte

Tom Dermody reported on the discussions with the State Board of Accounts (SBOA) to build positive working relations and see how they can help us by listening to our concerns and how we can help them in return. Tom introduced the four members from the SBOA who attended today's meeting to discuss their roles and responsibilities, provide feedback on [Resolution #24-07](#), and field questions from the Commissioners. In attendance were Paul Joyce, State Examiner; Beth Kelley, Deputy State Examiner; Tammy White, Deputy State Examiner; and Kendra Leatherman, General Counsel. Paul Joyce, who has been the State Examiner for 11 years, stated the SBOA was established in 1909 and created by the legislature; their office reports to the Legislative Audit Committee. State statute dictates reviews and examinations occur every four years, and then are based on the community's needs. It is mandated that whoever receives federal funding will have a federal audit to ensure funds are being spent appropriately. In 2027, the federal government will implement the Financial Data Transparency Act (FDTA), which will require all financial records to be in a specific language and will be costly.

Kendra Leatherman discussed resolution #24-07, which was approved by the Commission earlier this year. She addressed how the SBOA audit cycle works, what their agency is required to do, additional outside factors that determine an audit cycle, and what determines audit costs for all local governments. If their staff isn't sufficient to meet the local government's needs, they contract with private examiners to audit on their behalf. The contractor rate is more than the SBOA can recoup from the local unit of government, so their budget fills that monetary gap and almost always pays 50% of the financial portion of the audit. Beth Kelly explained that the auditors are there to help the local governments and should always feel free to ask questions and reach out to her if they think the audit is not going well. Tom Dermody thanked the members from the SBOA for attending the meeting and announced there would be a meeting with the Clerk-Treasurers today after this meeting for further discussions.

Tom Dermody recognized Ann Weitgenant and Lisa Todd, NIRPC, for their work and involvement in the bus maintenance and Federal Transit Administration drug and alcohol audits. Ty Warner added this was the first time any current staff member had experienced a drug and alcohol audit. The FTA randomly selected NIRPC for this audit to ensure the transit operators are compliant and monitoring possible substance abuse issues.

#### **Transportation – Kevin Breitzke, Porter County Surveyor**

Kevin Breitzke reported the Technical Planning Committee met on September 10, where they heard presentations on the 2024 Notice of Funding Availability (NOFA) and the 2<sup>nd</sup> quarter Safety Travel Time Reliability Freight and Congestion plan. The committee brought the action item below to the Full Commission with a favorable recommendation. The next meeting is scheduled for October 1, 2024.

Resolution #24-11: Non-Profit Transportation Feasibility Study. Stephen Hughes reported this resolution went out for a 21-day public comment from August 21 to September 9. One comment was received asking why La Porte County was not involved in this study. NIRPC responded, stating the local match for this study was provided by the Crown Point Community Foundation, the Legacy Foundation of Lake County, and the Porter County Community Foundation, which became the focus areas of the study. This study outlines a pilot program that could be expanded based on its success as it moves forward and if it will be extended into La Porte County. NIRPC worked with the TranSystems team to better understand non-profit transportation providers needed in NWI and develop a plan based on those needs. The study is also being conducted in partnership with the Boys and Girls Club of Greater Northwest Indiana and Goodwill Industries. The six non-profit agencies selected to discuss the next steps in this process are Pines Village Retirement Communities, Maria Reiner Center, Opportunity Enterprises, HealthVisions Midwest, Porter County Aging Community Services, and Goodwill Industries. This initiative is not intended to replace or become a part of the public transportation network and would not remove anything from existing transit operations. While NIRPC may facilitate some meetings to start the process, NIRPC is not funding this initiative. Ty Warner underscored that NIRPC is engaged in this study because the Boys and Girls Club and Goodwill Industries approached them after noticing their buses were often sitting vacant and in trying to maximize their available resources. On motion by Jim Ton and seconded by Mary Tanis, the Full Commission approved Resolution #24-11.

Tom Vander Woude presented the draft Congestion Mitigation and Air Quality (CMAQ) Performance Period Mid-Point Performance plan. This plan is a technical report NIRPC provides to INDOT and the FHWA. This report does not require any action from the Commission but provides insight into some of the work done as a Metropolitan Planning Organization (MPO) to continue funding projects in Northwest Indiana. When the federal government passed the Federal Transportation Authorization Bill in 2012, it required recipients of federal transportation funds to track performance measures, including the CMAQ program. By receiving this funding, the MPO and the state will use it to improve air quality to reduce congestion in the area. This four-year plan was last adopted in 2022 and needs to submit a mid-point performance plan every 2 years.

#### **INDOT - Matt Deitchley**

Matt reported INDOT is continuing its goal of reducing severe injuries and fatal accidents by 25% over the next 10 years. As a result of this initiative, INDOT announced a commitment of \$50 million in Highway Safety Improvement Program (HSIP) funds to support safety improvement projects on local roads across Indiana. The call for projects opened on September 3 and will close on October 11; it is expected to be highly competitive. It was announced that US 30 would be under construction near the I-65 exit for the next three weeks for concrete patching.

### **Economic Development District Report – Denarie Kane**

Ms. Kane reported that NIRPC hosted the EDA's Economic Development Representative, Darrin Fleener, in July to host meetings with several communities contemplating potential EDA grant applications, focusing on grant eligibility and competitiveness. Ms. Kane provided information to interested parties about two national EDA grant competitions: the Good Jobs Challenge grant is due September 27, and the Build to Scale grant is due October 28. Bonus points are newly available for strategy alignment with EDA's Tech Hub designees. Two responses were received from the RFP regarding the consulting services needed for the Comprehensive Economic Development Strategy (CEDs) update.

### **ENVIRONMENT – Bill Emerson, Lake County Surveyor**

Bill Emerson reported that the Environment Committee met on August 1st and heard a presentation on the final Coastal Hazard Resiliency Needs Assessment report. This assessment was an initiative of the DNR state-wide safety cleanup, and it asked communities for an internal assessment of their needs regarding the Lake Michigan Coast and watershed waterways at risk of increased water damage.

### **Other Business**

Ty Warner noted the changes to the commission meeting agenda, as it now directly reflects the new committee structure being phased in. The structure was simplified from twelve committees to four and will be more streamlined, effective, and easier for the public to understand how to get involved in the process.

Warner thanked the Commissioners who responded to the survey that asked for their committee preferences. The committee assignments will be discussed at the Executive Board meeting on October 17. Copies of an article that Ty wrote 10 years ago were provided at the meeting to reference what has happened in the region since then. In 2014, there were 130 miles of paved trail in Northwest Indiana, and now there are over 200 miles. In 1990, there were only 13 miles of paved trails.

George Topoll reported he met with the Indiana Office of Technology to discuss their opportunities and pricing and asked if they should be considered for a presentation on their services. Ty noted that the Indiana Office of Technology, of which NIRPC only became aware relatively recently, provides many services available to local governments at little or no cost, and that the IOT had assisted with the creation of NIRPC's new website.

### **Announcements**

Bob Carnahan announced today was Constitution Day.

David Wright, Gary Public Transportation Corp. (GPTC), distributed a flyer for America Walks, which is sponsoring the 2nd annual Week Without Driving challenge.

Ty Warner thanked [FLUID Coffee Roasters](#) for providing the coffee at today's meeting.

Hearing no other business, Tom Dermody adjourned the meeting at 10:37 a.m. -The next meeting on October 17 will be an Executive Board meeting.

*The livestream video recording for this meeting is available on NIRPC's YouTube Channel at [Full Commission Meeting 9-19-24 \(youtube.com\)](#)*

# 2024

## COMMISSIONER COMMITTEE ASSIGNMENTS



### Economy & Place Committee

#### Lake County

Vanessa Hernandez-Orange, City of East Chicago  
Eddie Melton, City of Gary  
John Yelkich, Town of Lowell  
Peter Land, City of Crown Point

#### Porter County

James Burge, Town of Porter  
George Topoll, Union Township  
Scott Kingan, Town of Ogden Dune  
Andy Vasquez, Porter County Council

#### La Porte County

Daina Dumbrys, Town of Michiana Shores  
Lisa Rosenkranz, Town of La Crosse  
Connie Gramarossa, La Porte County Commission  
Tony Hendricks, La Porte County Surveyor



# Environment Committee

## Lake County

Bill Emerson, Lake County Surveyor

Bill Carroll, City of Lake Station

Randall Niemeyer, Lake County Council

Rick Ryfa, Town of Griffith

Sharon Szvedo, Town of New Chicago

Thomas Black, Town of Highland

Jenny Beier, Town of Schnieder

Tim Clayton, Town of Winfield

Steve Spebar, City of Whiting

## Porter County

Bonnie Hawksworth, Town of Dune Acres

CJ Wittmer, Town of Kouts

## La Porte County

Lori Hunt, Town of Westville



# Leadership Committee

## Lake County

Bob Carnahan, Town of Cedar Lake  
Keesha Hardaway, Town of Merrillville  
Gerald Swets, Town of St. John  
Wendy Mis, Munster Clerk-Treasurer

## Porter County

Jack McGraw, Town of Burns Harbor  
David Phelps, Beverly Shores  
Edward Morales, Porter Township

## La Porte County

Thomas Dermody, City of La Porte  
Denise Ebert, Town of Wanatah  
Justin Kiel, La Porte County Council

## Governor's Appointee

{Awaiting Governor's Appointment}



# Transportation Committee

## Lake County

Kyle Allen, Lake County Council  
Tom McDermott, City of Hammond  
Mary Tanis, Town of Dyer  
Tom Schmitt, Town of Schererville  
Josh Huddlestun, City of Hobart

## Porter County

Kevin Breitzke, Porter County Surveyor  
Jim Ton, Town of Chesterton  
Jon Costas, City of Valparaiso  
Austin Bonta, City of Portage  
Barb Regnitz, Porter County Commission

## La Porte County

Angie Nelson Deutch, City of Michigan City  
Duane Arndt, Town of Kingsford Heights  
Linda Pompeii, Town of Pottawattomie Park  
Jonathan Haley, Town of Long Beach  
Warren Schacht, Town of Trail Creek



**PART I. BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND EcoInteractive, Inc FOR Electronic Transportation Improvement Program (eTIP) System PROCURED AS A SOLE SOURCE WITH INDOT APPROVAL. Under CFDA 20.205**

By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and EcoInteractive, Inc. hereinafter referred to as the Contractor, the following is hereby mutually agreed to:

**1. Construction of Agreement:**

This agreement consists of four parts: (1) the basic agreement, (2) scope of work, (3) required forms, and (4) any and all general provisions and conditions required by the Indiana Department of Transportation and Federal Highway Administration. Each of these parts is hereby made a part of this agreement. The Commission shall be governed by and the Contractor shall comply with all terms and conditions set forth within all parts of the Agreement.

**2. Description of Services provided by the Contractor:**

The Contractor shall provide the following: Project Tracker Software as a Service and Customization. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in **Part 2 of this Agreement**.

The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

**3. Compensation:**

The Contractor shall provide the identified goods and services as noted in Part 2 of this Agreement, for a cost not to exceed \$169,147, for 3 years with a locked-in increase of 3% per year with the optional extensions into years 4 and 5.

Year 1 billed at \$54,724 per year,  
Year 2 billed at \$56,366 per year,  
Year 3 billed at \$58,057 per year,  
Optional Extension Year 4 billed at \$59,798 per year,  
Optional Extension Year 5 billed at \$61,592 per year.

Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in the **Terms of Agreement section of this Agreement**.

**4. Terms of Agreement:**

The Contractor shall commence work hereunder on October 15, 2024. NIRPC will notify contractor within 3 months of the end of contract of intent to continue with optional year extensions.

**5. Payment Procedures:**

The Commission shall make periodic payments to the Contractor for services rendered in conjunction with this Agreement in the following manner:

- (A) The Contractor shall submit monthly invoices to the Commission, which are sent the last week of the month for services rendered for that month.
- (B) Invoices shall be accompanied by a narrative progress report describing activities which have been performed and for which reimbursement is being claimed.

- (C) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall make payment. Payment will normally be made within thirty days after said approval.
- (D) All invoices shall be submitted to:
  - Accounts Payable
  - Northwestern Indiana Regional Planning Commission
  - 6100 Southport Road
  - Portage, Indiana 46368

**6. Modification Provisions:**

This Agreement shall not be modified except in writing, signed by both parties to this Agreement. Further, the parties hereby agree that the Commission may hereby modify **Part 2 to this Agreement** by adding, deleting or modifying tasks, subtasks, schedules or the content or quantity of products to be produced by the contractor to the extent that such modifications result in no upward or downward cost adjustment.

**7. Termination:**

Either party may terminate the agreement by providing a written notice at least thirty (30) days prior to an effective termination date, which shall coincide with the last day of a calendar month. In the event of termination, the Commission shall be obligated to pay the Contractor only for services rendered and expenses incurred through the date of termination.

**8. Agreement:**

It is hereby agreed and understood by the party's signatory hereto that this Agreement becomes executed when the appropriate signatures are affixed hereto and the date of the contract award is established as October 15, 2024.

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

**ECOINTERACTIVE, INC.**

By:

By:

\_\_\_\_\_  
**Tyson Warner**  
**Executive Director**

\_\_\_\_\_  
**Mark Chavez**  
**Customer Success Manager**

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

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

**Attest:**

\_\_\_\_\_  
**Talaya Jones**  
**Chief Financial Officer**

## **PART II. SCOPE OF WORK**

### **Provide Ongoing ProjectTracker SaaS for NIRPC**

EcolInteractive is committed to providing long-term ProjectTracker SaaS to NIRPC. The monthly SaaS subscription fee will cover Software maintenance, SaaS hosting, help desk support, and include a package of up to 120 support hours annually that can be used to make enhancements to the system including, but not limited to, new reports, help desk support, tracking new values, or modifying business rules. The help desk allows clients to meet changing user requirements for the duration of the contract. The help desk will provide fast response and quick turnaround technical support.

#### **Assumptions for the fee schedule shown in Part I; Section 3:**

- Software Ownership - EcolInteractive will provide the ProjectTracker SaaS solution for the NIRPC as a service over the Internet for use by NIRPC and their member agencies/stakeholders to manage eTIP transportation projects. This proposal is for services only (NIRPC receives no deliverables for this project). To the extent that EcolInteractive, Inc. utilizes any of its property (including, without limitation, the EcolInteractive, Inc Technology, ProjectTracker software, or any hardware or software of EcolInteractive, Inc) in connection with the performance of services hereunder, such property shall remain the property of EcolInteractive, Inc. and, except for the use expressly granted in this engagement, the NIRPC and their member agencies, shall acquire no right or interest in such property. Nothing in this Agreement or proposal shall be construed as precluding or limiting in any way the right of EcolInteractive, Inc. to provide services of any kind or nature whatsoever to any person or entity as EcolInteractive, Inc. in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Agreement or proposal to the contrary, the parties acknowledge and agree that (a) EcolInteractive, Inc will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the EcolInteractive, Inc. Technology and (b) EcolInteractive, Inc may employ, modify, disclose, and otherwise exploit the EcolInteractive, Inc. Technology (including, without limitation, providing services or creating programming or materials for other clients).
- NIRPC will own and be responsible for the quality of data in the customized ProjectTracker SaaS application at all times.
- NIRPC will identify in writing any confidential information or data.
- NIRPC will not enter or track medical records; personnel records, home addresses and phone numbers of any person, social security numbers, credit card numbers, bank account numbers or any other Personal Credit Information or Personally Identifiable Information in the ProjectTracker SaaS.
- NIRPC will be responsible for authorizing access to the ProjectTracker SaaS system for their staff, member agencies, and other users.
- NIRPC will provide a key point of contact to act as the interface between EcolInteractive and NIRPC.
- At end of the contract period, if the SaaS fees are not renewed, or the contract is terminated, EcolInteractive will transfer all data files to NIRPC (in MS Access, DBF or other standard data format), and the ProjectTracker SaaS web site will be taken offline.
- ProjectTracker SaaS will provide access to an electronic street map GIS interface. NIRPC will provide other GIS map data (and any licenses required), which NIRPC wants to use in the ProjectTracker SaaS online mapping/database applications.
- EcolInteractive's liability for damages to NIRPC for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to 12 months of service fees.

## **PART III. REQUIRED FORMS**

**CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS**

(Contractors that apply or bid for an award of \$25,000 or more must file the required certification)

**In regard to 2 CFR Part 180 and Executive Order 12549 and 12689**

**By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "persons", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 12689 [2 CFR Part 180]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

**Pursuant to the above instructions:**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 C.F.R. Part 180] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**CERTIFICATION REGARDING LOBBYING**

**2 CFR Part 200 - Appendix II**

Certification for Contracts, Grants, Loans, And Cooperative Agreements

(Contractors that apply or bid for an award of \$100,000 or more must file the required certification)

**1. The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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 contract, grant, loan, or cooperative agreement.

(2) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the Federal E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall require its subcontractors, who perform work under this contract, to certify to the Commission that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of this agreement with the Commission and during the term of any subsequent contract with a subcontractor performing work under this agreement.

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

Contractor

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CERTIFICATION IN NO INVESTMENT IN IRAN**

As required by IC 5-22-16.5, Contractor certified that the it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

Contractor

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**NON-COLLUSION AFFIDAVIT**

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from Proposing not to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

## PART IV. GENERAL PROVISIONS

**4.0 Access to Records.** The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available, at their respective offices at all reasonable times during the period of the Agreement and for three years from the date of final payment of federal funds, to INDOT for inspection by INDOT, FHWA, or any other authorized representative of the federal and state government and copies thereof shall be furnished at no cost if requested.

**4.1 Assignment: Successors.** The CONTRACTOR binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without the Commission's prior written consent. The CONTRACTOR may assign its right to receive payments, if any, to such third parties as the CONTRACTOR may desire without the prior written consent of Commission, provided that the CONTRACTOR gives written notice (including evidence of such assignment) to Commission thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

**4.2 Audits.** The CONTRACTOR 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 IC §5-11- 1, *et seq.*, and audit guidelines specified by the State.

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

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

#### 4.5 Compliance with Laws.

A. The CONTRACTOR 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 CONTRACTOR to determine whether the provisions of this Agreement require formal modification.

8. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CONTRACTOR is not familiar with these ethical requirements, the CONTRACTOR 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 CONTRACTOR or its agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Agreement immediately upon notice to the CONTRACTOR. In addition, the CONTRACTOR 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. The CONTRACTOR warrants that the CONTRACTOR and its 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.

D. The CONTRACTOR affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1) The CONTRACTOR and any principals of the CONTRACTOR certify that:

(a) the CONTRACTOR, except for de minimis and nonsystematic violations, has not violated the terms of:

- IC §24-4.7 [Telephone Solicitation Of Consumers];
- IC §24-5-12 [Telephone Solicitations]; or
- IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(b) the CONTRACTOR 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 CONTRACTOR and any principals of the CONTRACTOR certify that an affiliate or principal of the CONTRACTOR and any agent acting on behalf of the CONTRACTOR or on behalf of an affiliate or principal of the CONTRACTOR, except for de minimis and nonsystematic violations,

(a) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (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.

#### 4.6 Debarment and Suspension.

• The CONTRACTOR certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors 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, owner, 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 CONTRACTOR.

- The CONTRACTOR certifies that it has verified the state and federal suspension and debarment status for all subcontractors 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 subcontractor. The CONTRACTOR shall immediately notify the Commission if any subcontractor becomes debarred or suspended, and shall, at the Commission's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

#### **4.7 Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONTRACTOR hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONTRACTOR will give written notice to the Commission within ten (10) days after receiving actual notice that the CONTRACTOR, or an employee of the CONTRACTOR 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 \$25,000.00, the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR 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 Commission 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.

#### **4.8 Employment Eligibility Verification.**

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

A. The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

B. The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

C. The CONTRACTOR shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CONTRACTOR 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 CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

#### **4.9 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 as is reasonably possible under the circumstances give notice to the other Parties 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.

#### **4.10 Funding Cancellation Clause.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of 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.

#### **4.11 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.

#### **4.12 Indemnification.**

The CONTRACTOR agrees to exculpate and hold harmless the State of Indiana, INDOT, the Commission and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, 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 of negligence of the CONTRACTOR, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. The Commission shall **not** provide indemnification to the CONTRACTOR.

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

**4.13 Independent Entity: Workers' Compensation Insurance.**

The CONTRACTOR 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 or subcontractors of the other party.

**4.14 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.

**4.15 Non-Discrimination.**

A. This Agreement is enacted 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 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. 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 Commission and any applicant or employee of the CONTRACTOR or any subcontractor.

Under IC 22-9-1-10 the CONTRACTOR 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.

B. The CONTRACTOR understands that the Commission is a recipient of federal funds. Pursuant to that understanding, the CONTRACTOR agrees that if the CONTRACTOR employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONTRACTOR will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONTRACTOR 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 Agreement.

It is the policy of the Commission 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.

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

1. Compliance with Regulations: The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR is in the exclusive possession of another who fails or refuses furnish this information, the CONTRACTOR shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CONTRACTOR 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 CONTRACTOR shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CONTRACTOR may request the United States of America to enter into such litigation to protect the interests of the United States of America.

#### **4.16 Penalties, Interest and Attorney's Fees.**

The Commission 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, and IC §34-13-1.

Notwithstanding the provisions contained in IC §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.

**4.17 Public Record.** The CONTRACTOR acknowledges that the Commission will not treat this Agreement as containing confidential information.

**4.18 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.

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

**4.20 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.

**4.21 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.

**4.22 Disadvantaged Business Enterprise Program.** Notice is hereby given to the CONTRACTOR or SUB-CONTRACTOR that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Grant Agreement and, after notification, may result in termination of the Agreement or such remedy as the Commission deems appropriate. The referenced section requires the following policy and disadvantaged business enterprise (DBE) assurance to be included in all subsequent Agreements between the CONTRACTOR and any SUB-CONTRACTOR.

The CONTRACTOR, and any sub recipient or SUB-CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

**1.24. 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. The headings are inserted for convenience only and do not constitute part of this Agreement.



Technical Planning Committee  
NIRPC Lake Michigan Room  
YouTube Recording:  
[https://www.youtube.com/live/EP22BxmL\\_B0?si=vMI1JwiDVVOR18IQ](https://www.youtube.com/live/EP22BxmL_B0?si=vMI1JwiDVVOR18IQ)  
September 10, 2024  
Minutes

Chairman Kevin Breitzke called the meeting to order at 10:01 a.m. with the Pledge of Allegiance.

Kevin Breitzke (Porter County), Beth Shrader (Valpo V Line), Mark O'Dell (Chesterton), Mary Tanis (Dyer), Max Rehlander (Valparaiso), George Topoll (Union Township), Julie Ritzler (INDOT), Kay Nelson (Forum), David Wright (GPTC), and Dean Button (Hammond) were present.

Brian Snedecor, Terry Martin, Jake Dammarel, Eric Wolverton, Alex Olesker, Martin Bobcek, Ed Vazquez, and Chris Murphy were also present.

NIRPC staff present were Tom Vander Woude, Grace Benninger, Stephen Hughes, Charles Bradsky, Candice Eklund, and Flor Baum.

On a motion by Mark O'Dell, second by Kay Nelson, the Technical Planning Committee (TPC) approved the August 2024 meeting minutes, as presented.

There were no public comments.

### **Planning**

Grace Benninger presented on the 2024 2<sup>nd</sup> quarter Safety, Time Travel Reliability (TTR), Truck TTR (TTTR), and Congestion update. The State and the MPOs require these set targets. The information was distributed at the Surface Transportation Committee meetings. However, with the restructuring of all NIRPC committees, the quarterly report will now be presented at the TC. 5925 total collisions were reported in the Region, of which 990 resulted in injury and 23 in fatalities for the second quarter. Lake County had the highest number of collisions (4107 total), followed by Porter County (1108 total) and La Porte County (710 total). NWI's TTR Interstate target was 85.3%, 7.7% below the TTR state target. The Region's Non-Interstate TTR was 99.6%, 6.6% above the State target. The 1.41 target for Truck TTR for Interstate roads did not meet the 1.32 State target. Peak-Hour Excessive Delay Per Capita was 7.6h, well below the 15.6h required State target. Lastly, it was reported that over 80% of vehicles on the road are single-occupancy vehicles. For more information, contact Grace at [gbenninger@nirpc.org](mailto:gbenninger@nirpc.org).

Tom spoke on the Draft CMAQ 2<sup>nd</sup> Performance Period Mid-Point Performance Plan. NIRPC is subject to Federal regulations to document a plan with targets for Air Quality and congestion within the Region. Those targets are as follows:

- Peak hours of excessive delay per capita
- Percent of non-single occupancy vehicle travel
- 24-hour PM10 benefit
- Ozone precursors: NOx emissions benefit and VOC emissions benefit
- CO benefit

The initial plan must be submitted at the start of the performance period, and biennial updates must be provided. INDOT receives this documentation along with the biennial report. INDOT submits an annual report of CMAQ projects in Indiana to the Feds. The FHWA used the yearly submission to maintain an active database of CMAQ investments and Air Quality benefits called the CMAQ Public Access System, a required data source for calculating total emissions reduction measures.

Stephen Hughes presented on Resolution #24-11: Non-Profit Transportation Feasibility Study. NIRPC contracted TranSystems as a consultant in the fall of 2023 to study the feasibility of non-profit groups in Lake and Porter Counties. The advisory committee completed the project, which was made up of partnerships with the Crown Point Community Foundation, the Legacy Foundation, the Porter County Community Foundation, and Goodwill of Northwest Indiana. The contract was funded by local funding from the foundations and federal funding from the UPWP. The study was presented to the TPC on June 4, 2024, and the final report was delivered later that month. NIRPC opened a 21-day public comment period beginning on August 21, 2024. No significant comments were received. The final report of the Transportation Feasibility Study can be found online:

[https://www.in.gov/nirpc/files/Transportation\\_Feasibility\\_Study\\_FINAL\\_REPORT.pdf](https://www.in.gov/nirpc/files/Transportation_Feasibility_Study_FINAL_REPORT.pdf)

On motion by George Topoll, second by Dean Button, the TPC approved to recommend Res 24-11 to the Commission.

#### **Programming**

Charles Bradsky spoke on the 2024 Notice of Funding Availability (NOFA)/Call for Projects. The 2024 Notice of Funding Availability (NOFA) Call for Projects will be released on Tuesday, September 10, 2024, and close at 5:00 PM on Friday, October 18. Approximately \$108.4M will be for infrastructure and transit projects programmed for fiscal years 2026-2030. Additional information will be presented at the September 24 Transportation Resources Oversight Committee (TROC) meetings. Communities are encouraged to contact Charles to discuss possible projects.

#### **Staff Updates & Reports from Planning Partners**

Nothing to report.

#### **Announcements**

Announcements were made.

#### **Adjournment**

Hearing no further business, the meeting adjourned at 10:53 a.m.

The Transportation Committee meeting is slated for October 1, 2024, at 10:00 a.m. in the NIRPC building.



## Public Comment Report

### Amendment #24 – 03 to the FY 2024-2028 Transportation Improvement Program (TIP)

#### Northwestern Indiana Regional Planning Commission

October 17, 2024

Amendments # 24-03 of the FY 2024-2028 Transportation Improvement Program was released for a 21-day public comment period which began on September 11, 2024, and ended on October 2, 2024. Amendment 24-03 is for infrastructure projects only using FHWA (highway) funds. The amendments were made available for viewing at [www.nirpc.org](http://www.nirpc.org) and press releases with links were posted on several social media sites.

No comments had been received during this period.

NIRPC staff also sent the amendment to the Interagency Consultation Group (ICG) on September 10, 2024. There were some questions concerning the list of projects,

- Des # 2301619, 2301621, & 2400093: (bridge replacements). Are these expansion projects (added travel lanes on the bridges). The answer is 'No'.
- Des # 1902001: Willowcreek Rd. Is this project in NIRPC conformity Report? Yes, it is and can be found on Page 7 of the Appendix.
- Des #1900049: Added Turn Lanes on US 20 east of Michigan City. This project had some discrepancies when the project was added to NIRPC's TIP. Those discrepancies were corrected on the project title and description after consulting with INDOT.

Concurrence was given for these projects on this amendment by members of the ICG on September 27, 2024.

## MEMORANDUM

**To: Transportation Committee**

**From:** Charles Bradsky, Transportation Projects Manager

**Date:** October 1, 2024 **Revised 10.04.2024**

**Re:** TIP Amendment 24-03

**Action Requested:** Recommendation to adopt Resolution 24-12, Amendment 24-03

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The NIRPC Executive Board adopted *NWI 2050+ Plan* and the Fiscal Years 2024-2028 Transportation Improvement Program (TIP) on July 20, 2023. INDOT and USDOT approved both the MTP and the TIP on June 6, 2024.

Since the adoption of the FY 2024-2028 TIP, project sponsors have proposed new projects and changes to existing projects, which must be reflected in the NIRPC's Transportation Improvement Program (TIP) and the State Transportation Improvement Program (STIP). Changes in the TIP are the first step in this process. There were also several instances where projects were not carried over in the adoption and we finally discovered how this happened. Apparently when NIRPC put together its TIP and sent it for approvals, a page of projects was missing. This TIP amendment has 39 different projects which are either 1) are new to NIRPC's 2024-2028 TIP; 2) have significant changes in either costs or scope; 3) being carried over from the previous (2022-2026) TIP; or 4) being eliminated.

The following is a summary of the projects in the TIP Amendment 24-03, which includes projects which are either new or modifications for fiscal years 2024 through 2028:

For INDOT – 29 Projects:

- 14 Pavement/Roadway Rehabilitation
  - 5 Adding significant amount of funds
  - 9 Carry Over from Previous TIP
- 3 Intersection Modifications
  - 1 Carry over from previous TIP
  - 2 Adding significant amount of funds
- 3 Bridge Projects,
  - 1 Bridge Rehabilitation (Adding significant amount of funds)
  - 1 New Bridges (replacing at grade railroad crossings - Carry over from previous TIP)
  - 1 Bridge Replacement (Adding significant amount of funds)
- 2 Small Structure Replacements (Adding significant amount of funds)
- 6 Intelligent Transportation Systems (ITS) projects (Carry over from previous TIP)
- 1 Other Type Projects (New Project)

For locally sponsored projects – Projects for the municipalities of Crown Point (1), La Porte (1), La Porte County (5), Portage (2), Porter County (1):

- 1 Intersection Improvement (Carry over from previous TIP)
- 2 Bicycle/Pedestrian Enhancement
  - 1 Project Deletion
  - 1 Adding significant amount of funds
- 3 Bridge Projects
  - 2 Bridge Replacements (New Projects)
  - 1 Bridge Rehabilitation (Adding phase)
- 3 Other type projects
  - 2 Carry over from previous TIP
  - 1 New Project
- 1 New Road project
  - Moved funding from on year to another

Because the list of missing projects is rather large, and was discovered at the last minute, the Public Comment was late starting and thus will Close on October 2, instead of prior to this meeting.



## RESOLUTION 24-12

**A RESOLUTION OF THE NORTHWESTERN INDIANA  
REGIONAL PLANNING COMMISSION AMENDING THE  
FY 2024-2028 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE,  
PORTER, AND LAPORTE COUNTIES, INDIANA  
AMENDMENTS NO. 24-03  
October 17, 2024**

**WHEREAS**, Northwest Indiana’s citizens require a safe, efficient, effective, resource-conserving regional transportation system that maintains and enhances regional mobility and contributes to improving the quality of life in Northwest Indiana; and

**WHEREAS**, the Northwestern Indiana Regional Planning Commission, hereafter referred to as “the Commission”, being designated the Metropolitan Planning Organization (MPO) for the Lake, Porter and LaPorte County area, has established a regional, comprehensive, cooperative, and continuing (3-C) transportation planning process to develop the unified planning work program, a transportation plan, and a transportation improvement program to facilitate federal funding for communities, counties, and transit operators, and to provide technical assistance and expertise to regional transportation interests; and

**WHEREAS**, the Commission performs the above activities to satisfy requirements of the Infrastructure Investment and Jobs Act of 2021 (PL 117-58), applicable portions of all prior federal transportation program authorizing legislation, as well as other federal, state, and local laws mandating or authorizing transportation planning activities; and

**WHEREAS**, the FY 2024-2028 Transportation Improvement Program is a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the *NWI 2050+ Plan*; and

**WHEREAS**, the FY 2024-2028 Transportation Improvement Program is an implementation of the *NWI 2050+ Plan*, is fiscally constrained, and is consistent with the State Implementation Plan for Air Quality; and

**WHEREAS**, the FY 2024-2028 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U. S. Environmental Protection Agency; and

**WHEREAS**, the FY 2024-2028 Transportation Improvement Program brought about by this amendment were reviewed by the Air Quality Conformity Task Force’s Interagency Consultation Group (ICG); and

**WHEREAS**, the changes to the FY 2024-2028 Transportation Improvement Program brought about by this amendment were subjected to public comment in the manner prescribed by the 2019 Public Participation Plan, *ENGAGE NWI*; and

**WHEREAS**, the Transportation Committee has recommended that the Northwestern Indiana Regional Planning Commission make these changes to the FY 2024-2028 Transportation Improvement Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Northwestern Indiana Regional Planning Commission hereby amends the FY 2024-2028 Transportation Improvement Program by adding the new projects and making other changes as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this seventeenth day of October 2024.

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Thomas Dermody  
Chairperson

ATTEST:

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Justin Kiel  
Secretary