

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Northwestern Indiana Regional Planning Commission, hereinafter "NIRPC," and RDG Planning & Design Inc., hereinafter "Consultant" (collectively, the "Parties").

NIRPC intends to retain RDG Planning & Design to prepare an Active Transportation element as part of its 2050 Metropolitan Transportation Plan.

The Project is more fully described in Exhibit A (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to the NIRPC that Consultant is professionally qualified to perform services on this Project and is licensed to planning and landscape architecture by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by NIRPC will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

"Additional Services" means services in addition to those listed in Exhibit C.

"NIRPC" means the Northwestern Indiana Regional Planning Commission.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, reports, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by NIRPC to act as the NIRPC's representative for the Project.

"Right-of-Way" and "Easements" means and includes the public street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: NIRPC agrees to pay Consultant an amount not to exceed \$98,899.00 including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement and will be billed by Consultant using hourly rates as set forth in Exhibit C attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to NIRPC monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of NIRPC:

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$500 (Five hundred dollars and no cents) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by NIRPC, and (g) other costs as authorized by NIRPC in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of the scope, or substantial modifications to specifications previously accepted by NIRPC, when requested by NIRPC and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit C; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by NIRPC in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit C. Such Additional Services may include, but are not limited to making special trips requested by NIRPC other than those required by the Section III, preparing changes in plans ordered by NIRPC or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by NIRPC to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as Exhibit C.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by NIRPC, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit C. Consultant will not be paid extra by NIRPC if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill NIRPC monthly for completed Professional Services, including

reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. NIRPC agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of NIRPC in accordance with the NIRPC's Procurement Policy.

2. NIRPC's Right to Withhold Payment: In the event NIRPC becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, NIRPC may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to NIRPC's reasonable satisfaction. In the event NIRPC questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by NIRPC will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before May 1, 2023. Key milestones and estimated dates of completion will be determined with project initiation.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services required for the execution of the Project as described in Exhibit B.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that Martin H. Shukert, FAICP will perform as the principal on this Project. As principal on this Project, this person

will be the primary contact with the NIRPC's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project.

2. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement other than those identified in the Consultant's proposal without first obtaining the written approval of NIRPC. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as stated herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide NIRPC with an insurance certificate showing the insurance limits provided by Consultant's subcontractor. Any services completed by a NIRPC-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
3. Inspection of Documents: Consultant must maintain all project records for inspection by NIRPC at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
4. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional planner, landscape architect, or engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from NIRPC, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - NIRPC RESPONSIBILITIES

A. COMMUNICATION

NIRPC will provide to Consultant information and criteria regarding NIRPC's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever NIRPC observes or otherwise becomes aware of any defect in the Professional Services.

B. ACCESS

NIRPC will provide access for Consultant to enter public and private property related to the Project and performance of Consultant's obligations under this Agreement.

C. DUTIES

NIRPC will perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit B as NIRPC's responsibility.

D. PROGRAM AND BUDGET

NIRPC will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to NIRPC's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

NIRPC will furnish all NIRPC-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any NIRPC-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of NIRPC.

F. PROJECT REPRESENTATIVE

Mitch Barloga, Transportation Planning Manager, will be the Project Manager to represent NIRPC in coordinating this Project with Consultant. The NIRPC's Project Manager will have the authority to transmit instructions and decisions of NIRPC.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: NIRPC reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its

convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from NIRPC, Consultant will, at NIRPC's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with NIRPC and, subject to NIRPC's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of NIRPC. Consultant will also provide to NIRPC copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If NIRPC defaults on its obligations under this Agreement, (due to NIRPC's failure to substantially perform its obligations under this Agreement), Consultant must notify NIRPC by written notice of its intent to terminate and NIRPC will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

NIRPC
Attn. Thomas Dow
Director of Transportation
6100 Southport Road
Portage, IN 46368

RDG PLANNING & DESIGN
Attn. Martin Shukert, FAICP
1302 Howard Street
Omaha, Nebraska 68102

2. Compensation for Convenience Termination: If NIRPC terminates for its convenience as provided herein, NIRPC will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by NIRPC to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If NIRPC terminates for cause or default on the part of Consultant, NIRPC will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. NIRPC also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.

B. DISPUTE RESOLUTION

NIRPC and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and NIRPC will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide NIRPC a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of NIRPC, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then NIRPC may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by NIRPC will be at NIRPC's sole risk and without liability or legal exposure to Consultant. NIRPC does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required by NIRPC. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to NIRPC. Consultant is required to promptly notify NIRPC of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the

NIRPC's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the NIRPC's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless NIRPC and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section ____ will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of NIRPC or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of NIRPC's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of NIRPC or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the NIRPC: Consultant is not required hereunder to defend NIRPC or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on NIRPC's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement,

Consultant agrees that:

- a. Consultant will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. In all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the NIRPC;
 - c. If Consultant is found guilty of a violation of the **(Kansas Act Against Discrimination)** under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - d. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Consultant further agrees and acknowledges that it will abide by applicable anti-discrimination legislation in the State of Indiana and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Indiana.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of NIRPC.

K. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, NIRPC may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement.

M. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and

will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

N. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

O. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

P. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 2022.

NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION

By: _____
Tyson R. Warner, Executive Director

ATTEST:

Talaya Jones, CFO and Contracting Officer

RDG SCHUTTE WILSCAM BIRGE, INC. dba RDG PLANNING & DESIGN

By: _____

Martin H. Shukert, FAICP

RDG 1302 Howard Street
Omaha, Nebraska 68102

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Exhibit A

PROJECT DESCRIPTION

(Adapted from the Request for Proposals for Consultant Services, NIRPC RFP 21-05.08)

Project Overview

NIRPC is seeking assistance in the preparation of three specific plan elements:

- Active Transportation
- Public Transit
- Land Use Impacts

There will be three general phases for this project:

- **Finding Meaning:** Evaluate Existing & Historic Conditions – November 2021 to May 2022
- **Creating Purpose:** Consider Future Scenarios & Set the Preferred Vision – April 2022 to September 2022
- **Purpose Driven Planning:** Shape the Future of the Region – August 2022 to February 2023

NIRPC will prepare the final plan document. Each consultant team will deliver a detailed report for their plan element at the end of each of the three phases in a format that NIRPC staff can adapt into the final plan document.

Active Transportation Plan Element

NWI has done an outstanding job developing policy-based plans (e.g., Greenways & Blueways Plan, NWI 2040 Comprehensive Regional Plan and NWI 2050 Connected, Renewed, United, Vibrant) for bicycle and pedestrian systems. Due to the extensive rail network in NWI, the region has also been very successful with planning and building Rails-to-Trails. Currently, NWI has 180+ miles of paved rails-to-trails and another 150+ miles of abandoned rail lines waiting to be converted to paved rails-to-trails. With this plan element, NIRPC anticipates the following components from the selected consultant:

- Consider existing plans both at the regional level and at the local level as a source of good information as part of the consultant team reconnaissance for this plan element. NIRPC staff will provide the selected consultant with a list of the plans we are aware of. We will also attempt to collect electronic copies of all these plans by the time we issue the notice to proceed.
- As part of the **Finding Meaning** phase of the project, identify major bicycle and pedestrian system gaps and missing links that should be filled. Identify bicycle and pedestrian safety hazards that should be corrected. Identify major barriers to bicycling and walking in the region (i.e., freeways, rail lines, rivers & streams, political boundaries, etc.) that should be overcome to enhance bicycle and pedestrian system connectivity. Etc.
- As part of the **Creating Purpose** phase of the project, identify roadways in NWI that demonstrate significant potential for improving existing bicycle and pedestrian facilities or adding new bicycle and pedestrian facilities. Emphasis should be given toward building complete bicycle and pedestrian networks by linking existing facilities together to provide a true alternative to driving and enhance accessibility to major activity centers (i.e., schools, universities, downtowns, employment centers, recreational facilities, etc.). Develop a map that depicts where these improved facilities would be located. This should include assisting NIRPC staff with identifying roadways suitable for Road Diet Projects and Complete Streets Projects, including State Highways that should be reimagined as arterial streets or collector streets and not remain high-speed highways bisecting communities.
- As part of the **Purpose Driven Planning** phase of the project, identify appropriate performance measures and set performance targets for bicycle and pedestrian transportation in NWI. NIRPC staff

will identify the federal, state and local resources that will be available for these projects over the life of the plan. Provide a detailed, prioritized, phased list of bicycle and pedestrian projects needed in NWI that includes current year planning level cost estimates. NIRPC staff will adjust the current year project costs to year of construction costs. This project list should link major activity centers (e.g., schools & universities, historic downtowns, government offices, employment centers, retail centers, hospitals, sports facilities, etc.), key destinations (e.g., natural areas such as the Ogden Dunes National Park, Wildlife Prairies/Wetlands/etc.) and other modes of transportation (e.g., South Shore Commuter Rail Line, future West Lake Commuter Rail Line, bus transit systems and existing trails, etc.) with the people of the region.

- Participate in periodic updates to various NIRPC committees, including Ped, Peddle and Paddle. Currently, this is being done via videoconference, but could change to in person in the future.

EXHIBIT B
APPROACH/WORKPLAN

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APPROACH/WORK PLAN



Understanding and Goals

Active transportation has a substantial role to play in the continued development of Northwest Indiana. The region's unusual assets and variety of resources and environments provide an unusual and exciting potential to create both a highly useful component of a balanced regional transportation network and an unparalleled quality of life asset that is accessible and available to all people in the region. From our perspective, as planners whose body of work includes comprehensive planning, downtown and special districts, affordable neighborhood and housing planning (including housing plans for Bloomington and southern Indiana), environmental planning, and urban design, but has a major commitment to the development of active transportation networks in rural regions, small towns, and medium-sized cities, the prospect of completing this plan is an especially exciting challenge.

Indeed, the NWI region includes all of these settings – cities with a variety of urban neighborhoods like Gary and Hammond, resort towns, small communities, college towns, and rural areas. It includes an iconic national park, the nation's last interurban railroad, and an extensive network of trails created by wise reuse of abandoned railroad corridors. Each one of these settings deserves a focus that we are excited to provide, as well as the creation of a network that connects and improves access to these various destinations. New technologies like e-bikes and micromobility modes like scooters have expanded the utility of active transportation facilities and brought bicycling within the capability of more people than ever.

The recreational benefits of active transportation are also particularly important in a diverse urban/rural region like NWI. First, in our extensive work in active transportation throughout the central part of the country, we have found that parks and trails themselves are typically the most popular destinations for active networks. Second, active transportation has a demonstrably great impact on individual and environmental health. And third, active systems are an increasingly important tool for business attraction, personnel recruitment, and talent retention. The value of active transportation facilities as one of the most cost-effective of all forms of recreation has been especially evident during the COVID pandemic.

Ultimately, we view the goals of the Active Transportation Plan to include:

- Developing an overall active transportation network for the NWI region, incorporating existing regional and local trail and greenway corridors, other pathway corridors, and on-road facilities to connect communities and serve regional destinations such as Indiana Dunes and the South Shore Line. the city's park system, fills gaps, serves key destinations that include regional trails, and provide equitable levels of service to all parts of the city.
- Creating a framework to unify and guide development in growth areas, using greenways and trails as major elements of community structure.
- Understand and act on the role of active transportation to advance the cause of transportation equity, extending access and benefits to all citizens of the region.



APPROACH/WORK PLAN



Planning trails with kids in Park City, KS active transportation plan.

- Developing a strategic capital implementation program that incorporates funding, land acquisition, design standards, and sequencing to guide the evolution of the network through 2040 and beyond.
- Involving all parts of the region in a granular, collaborative process designed to capitalize on the knowledge and insight of regional citizens and build a base of support for active transportation.

Overall Approach

Several overriding principles guide our approach toward achieving these goals.

NWI's current and future trail and road network includes different types of facilities with different contexts, roles, and user and design characteristics. Like street systems, an active network is made of different types of facilities and that these differences have implications for their design and even the nature of their funding. This hierarchy of facilities includes:

- **Regional and Citywide Trails, the “major arterials” of the network that follow major greenways and link to other parts of the metropolitan area and connect the major neighborhoods and growth areas together.** These regional corridors include the Erie-Lackawanna, Prairie Duneland, and Oak Savannah Trails which are elements of the USBR system and destinations in their own right.
- **Local connectors.** These are trail and street segments in cities that connect local areas directly to major regional facilities, regional trails, parks, South Shore stations, and activity centers.

- **Sidepaths.** These shared-use paths follow major and some secondary road corridors, some of which are crosstown facilities that become major components of the trail system.
- **On-Road and On-Street Routes.** These road connections may include specific infrastructure like cycle tracks, bike lanes, potential bicycle boulevards, and streets and roads with favorable conditions like continuity, low traffic volumes, and comfortable grades.

Our approach will develop a comprehensive trails network based on this fine-grained understanding of the roles of different parts of a connected system and their implications for design standards, construction, and financing.

An effective trail and greenway network emphasizes citywide and regional continuity but grows by knitting together local features and citizens' insights. Our extensive active transportation planning portfolio has taught us that networks emerge from both an overall vision and a mosaic of local features and patterns of access and user preference – truly a “two-way street” between the general and specific. This is especially true of built-up areas, where a detailed understanding and analysis of the people and characteristics of local areas are critical.



Our extensive fieldwork is a vital part of our planning process.



APPROACH/WORK PLAN

Our approach involves a detailed study of each sector of NWI, including an analysis of obstacles to continuity both internal and external to local areas. It also includes on-site, collaborative workshops with residents in each area to identify local needs, patterns of use, and insights to identify the building blocks of a unified network.

The concept of a connected active transportation system is a powerful unifying feature for a region. In cities from St. Joseph, Missouri to Seattle, Washington, parkway and active networks systems unify by extending access to major assets to people from all neighborhoods and breaking geographic barriers. *Our approach includes a focus on creating options that connect people to each other and local resources, and tie communities together on a regional level.*

All parts of the region should enjoy access to active transportation. An NWI active network must address equity issues – striving to provide good service to all groups regardless of income and making a special effort to serve people who are especially reliant on public facilities for transportation, recreation, and wellness. *Our approach will establish equitable levels of trail and greenway service, identify gaps in service, and make recommendations for addressing these issues and providing quality environments and access to destinations for all NWI residents.*

The Work Program

ORGANIZATION

In developing the detailed work program for the Active Transportation Plan, we divided the scope described in the Request for Proposals into five components, including:

Finding Meaning: This includes the project management, community engagement, and discovery phases of the work.

Creating Purpose: This uses the results of the Finding Meaning segment to evaluate resources, develop alternatives, and integrate the results into a cohesive active network through a collaborative process.

Purpose-Driven Planning: This focuses on the individual components of the network, types of infrastructure and development on the grounds; standards, maintenance; and governance; and implementation, sequencing, and funding.



The Lewis and Clark Trail, a 150 mile network of low volume roads and city and rural trail segments linking Hamburg and Sioux City, Iowa.

PART ONE: FINDING MEANING

Engaging the Community

A strong management and discovery program that features continuing communication with staff, committees, and stakeholders and an extensive program of community engagement through a variety of methods will be critical to the success of the Guiding Plan. Our public engagement approach is designed to:

- **Engage** – to gather information from the public about their interests, concerns, and ideas.
- **Learn** – by processing public input and trends into concrete options.
- **Create a Vision** – by working together to evaluate and develop the best option, integrating opportunities, assets, needs, and constraints.



APPROACH/WORK PLAN

Our team anticipates significant participation and communications between the design team, NIRPC staff, project-related representative communities, and citizens of the region's various areas. Active transportation is for everyone and our goal is to make sure all voices are heard and contribute to the plan.

Task 1.1. Regular Committees and Meetings

1.1.1. Staff Technical Team. A Technical Team, established by the NIRPC and made up largely of project staff, is a critical tool for continuing communication throughout the process. We anticipate meeting with the Technical Team on a bi-weekly basis, especially in the early stages of the project when close coordination and organization are especially important.

1.1.2. Task Force/Advisory Board. This group, including design and project management staff and key representatives and communities of various regions of NWI, will work collaboratively in workshop sessions to develop and review ideas, review working papers, communicate with the general public about the project and work through alternatives and final recommendations at the end of the process. This group will review and provide input on data, conceptual ideas, draft documents and the final draft report. This Advisory Board meets at critical milestones during the project that include:

- A kickoff meeting that introduces the process, reviews the schedule and community engagement plan, helps define stakeholder groups, discusses overall goals, and helps to define special features like candidate road and trail segments.
- An existing conditions and findings workshop toward the conclusion of the Finding Meaning process. The workshop will include a discussion on a Finding Meaning working paper that summarizes the first stage of the engagement process and findings from the field.
- A network alternatives workshop, considering alternative networks, routes, and infrastructure at the middle of the Creating Purpose process. This will follow the regional studio program presented below.
- A recommended network workshop near the conclusion of the Creating Purpose phase, to review the draft active transportation network and make suggestions and modifications.
- A details and standards workshop, reviewing infrastructure recommendations for components of the network, standards, and operational practices.
- An implementation workshop, addressing details, priorities and sequencing, and funding alternatives.



In-person constituent listening session as part of the Davenport GO active transportation plan.

- A preliminary report draft review near the end of the Purpose Driven Planning phase, reviewing and modifying the overall “roadmap” for the execution of the active transportation system.

Task 1.2. Public Engagement Elements

1.2.1. Public Engagement Plan. We will prepare a comprehensive public engagement plan in concert with the Technical Committee and other NIRPC staff to include types of engagement tools used to guide the process, materials to be used, stakeholders to involve at various points, and a working schedule for outreach activities. The plan will provide an overview of engagement opportunities to be used throughout the planning process. While this will be fine-tuned with staff at the beginning of the process, we anticipate it including the elements discussed below. The plan will also be presented to the Advisory Board.

1.2.2. Project Branding/Messaging. To build interest and awareness, we will develop a brand logo for the project that includes a tagline and messaging bullet points to frame a compelling image at the outset. This messaging helps define the purpose and outcome for the project and will unify all future communications. Potential focuses will include the scope of the proposed improvements, the value-added for all citizens, and methods to maximize economic and environmental benefits and build momentum for the project.

1.2.3. Project Website. We will create a stand-alone interactive website as a center for project information, communication, and public input. Alternatively, this can be hosted within the NIRPC website. Content will include surveys, event and meeting



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Neighborhood planning workshop in South Central Wichita. Good publicity builds interest.

notices and promotions, narrated presentations, reports and presentations for information and comment, and interactive mapping. We will use the Social Pinpoint platform for surveying, input, communications, and interactive mapping.

1.2.4. Survey. We will create an online survey, also available in hard copy, to identify issues, use patterns, user preferences and insights, demographic factors, and other relevant material. Our surveys include both mapping opportunities and a visual preference component, asking participants to respond to images of facilities and enhancements, including different infrastructure types, road settings, and amenities like trailheads, shelters, interpretation, play equipment, and other features.

1.2.5. Media Coverage. We will work with the media to build awareness of the project through storytelling and at benchmark moments during the process using visual opportunities. This includes release writing, media distribution, and follow-up calls to diverse media within the NWI region.

1.2.6. Other Publicity. We will design flyers, posters, and other materials throughout the process as needed. We will also work with staff as needed to develop content for Social Media and online to advertise public events and workshops. Partnering with advocates who have a strong following is important to success.

Task 1.3 Public Events

(Note: These elements assume that the state of COVID will permit in-person sessions. We hope with all our hearts that this is the case. However, we have developed expertise in workarounds, including outdoor working sessions, virtual meetings and webinars, narrated presentations and polling, and other techniques.)

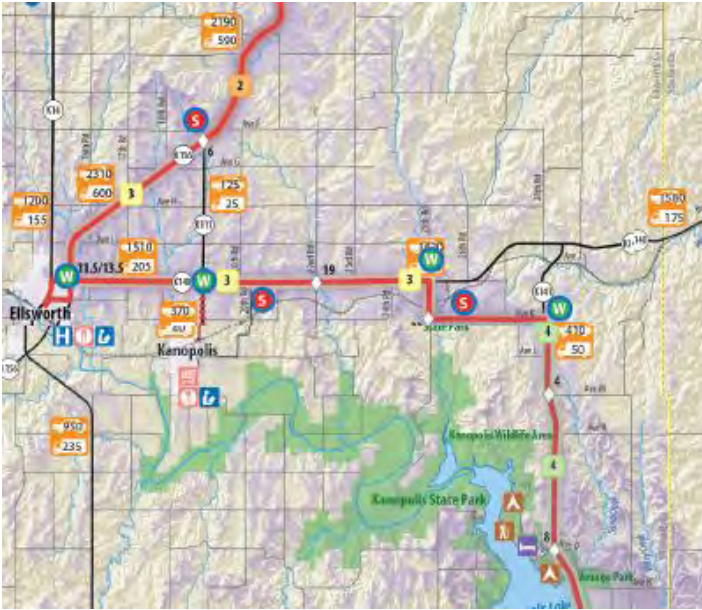


Creative methods of engagement during the pandemic. From top: Outdoor design studio and virtual open house as part of Imagine La Crosse (WI) plan. The “boards” in the virtual open house expand when the cursor hovers over them.

1.3.1. Constituent Group Listening Sessions. An important technique of our planning process are working discussions with smaller stakeholder and constituent groups. These allow us to explore ideas and options with small groups, organized by interest or discipline, as well as broadening individual input beyond committees and even public workshops. These group meetings last about 60 minutes and are far-ranging open discussions that we moderate, delving not just into the specifics of active transportation but also their interaction with development, land use, community equity, transportation, and other issues. We anticipate up to 12 individual constituent group discussions, held at the beginning phase of the project. We have been doing these sessions through Zoom since March of 2020 and have actually had better turnouts and more participation in this particular type of event.

1.3.2. Public Kickoff Events. We plan to hold three of these events in various parts of the region to ensure convenient access for everyone who wants to participate. Each event will consist of a short presentation and breakout stations describing each topic of the plan and process. We plan to hold these as a hybrid

APPROACH/WORK PLAN



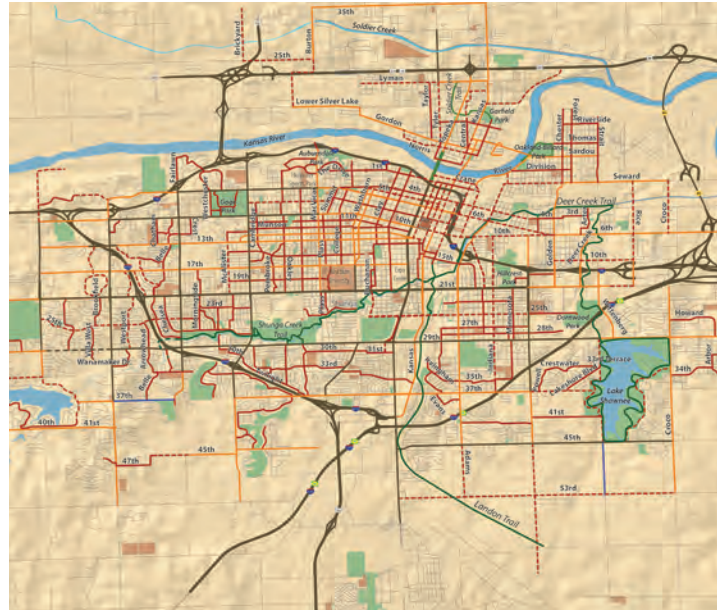
Roadway analysis from the Active Byways for Kansas Plan.

session – both an online open house and in-person informal gathering – to build awareness of the project. For people who cannot attend in person but want to be engaged, we have developed a Virtual Open House instrument – an online gallery complete with easels and boards that spring to full-size when the user clicks on them.

1.3.3. Area Workshops. Consistent with our approach, we plan to complete six multi-day area workshops during which we focus on the fabric and opportunities in various parts of the NWI region. This is a process that we have used in our active transportation planning work to help understand the geography, structure, and people of an area. We will enlist the help of the Technical Committee and Advisory Board in defining these areas. Each workshop consists of two days of intensive on-site work with public collaboration sessions in the late afternoon and early evening to maximize convenience for participants. The on-site presence gives us the opportunity to explore specific areas and possibilities that emerge during earlier parts of the process. Six workshops will give us the opportunity to do special workshop times in the larger cities to help create a truly connected network between urban and rural areas.

1.3.4. Integrating On-Site Workshop. This step will combine the work and ideas completed during the sector workshops into a unified network, and will include a briefing of the Advisory Board at its completion.

1.3.7. Public Open Houses. Open house events will occur for people to view and comment on the Network Concept following



Active transportation suitability analysis from the Topeka Bikeways Master Plan.

review of the network concept by the Advisory Board; and the completion of the preliminary draft report. Both events will also have an online presence through our Virtual Open House instrument and a narrated presentation.

1.3.8 Coordination with Other Planning Efforts

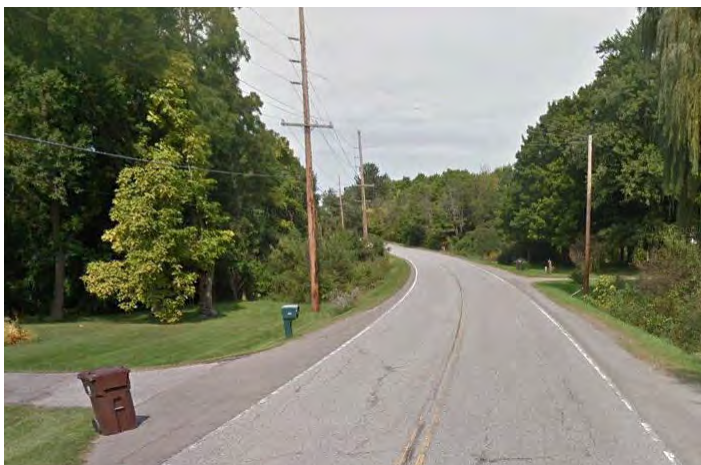
We know that two other planning efforts are taking place as other facets of the 2050 plan – land use and public transportation. While we are focusing here on the active transportation element, we are also land use planners and are highly conversant in public transportation, having done transit plans in cities ranging from Omaha and Des Moines to smaller places like Gillette and Casper, Wyoming. It is important that these three efforts be closely coordinated. To that end, we propose scheduled conferences (at least monthly) with the consultants on the other projects, an collaborative exchange of ideas and working papers with each other, and to the degree possible, joint public events and presentations. The details of these exchanges need to be developed early in the process, but we look forward to a real partnership that will make all of our work better. We have worked on similar collaborative projects on teams with other consultants as part of East-West Gateway's Great Streets program in the Saint Louis metropolitan area, and have found these relationships to be very rewarding – and capable of generated other collaborations.

Discovering Opportunities

Northwest Indiana has developed major regional trails along its former railroad corridors and has just received a major grant



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for the Marquette Greenway, which will be a trail of national significance. The Active Transportation project starts with a detailed assessment of existing facilities, plans, documents, and analysis of opportunities. The resulting deliverable will be an Atlas of Existing Conditions, documenting facilities on the ground now and opportunities for the future.

Task 2.1. Previous and Existing Trail Efforts

2.1.1. Previous Planning Efforts. Preparation of the Atlas will start with a thorough examination of all relevant existing planning documents including, but not limited to the award-winning Regional Comprehensive Plan, the 2050 transportation planning project, the transportation modeling project, and other relevant documents. We will also review local comprehensive and transportation planning efforts to understand and incorporate work already done by municipalities. These documents establish the policy basis for the region's future growth and infrastructure strategies. In addition to reviewing these documents, we will analyze common themes and proposed projects to provide the foundation for concepting the future network, types of facilities, and development standards.

2.1.2. Planning Efforts in the Larger Region. It is also important to review and analyze plans and documents that speak to the area around the three-county region. This includes relevant initiatives in Chicago and adjacent St. Joseph County, tied to the NWI region by both the tollways and the South Shore.

Task 2.2. Trail and Road Opportunity Inventory

2.2.1. Resource Identification and Assessment. We will inventory and experience all existing trails and potential on-road resources to learn the territory and, in the case of streets and roads, assess their ability to accommodate active infrastructure. Because of the relatively limited budget, we will ask the Technical Committee, Advisory Board, and Listening Session participants to help define key regional destinations (in addition to clear points such as South Shore stations and Indiana Dunes) and specific routes for assessment. Some of the field work will be done during the Area Workshop process. All trails, candidate roadways, and potential corridors will be evaluated across a common set of criteria centered on capacity, utilization, condition, accessibility, and connectivity.

2.2.2. Proposed Trails, On-Road Facilities, and Amenities.

In addition to existing facilities, we will also inventory and document all currently proposed trails, active infrastructure projects, community revitalization efforts, growth centers, and developing destinations. In addition to funded capital improvement projects like the Marquette Greenway, several future trail corridors are proposed in the RCP and other documents, but not yet implemented.

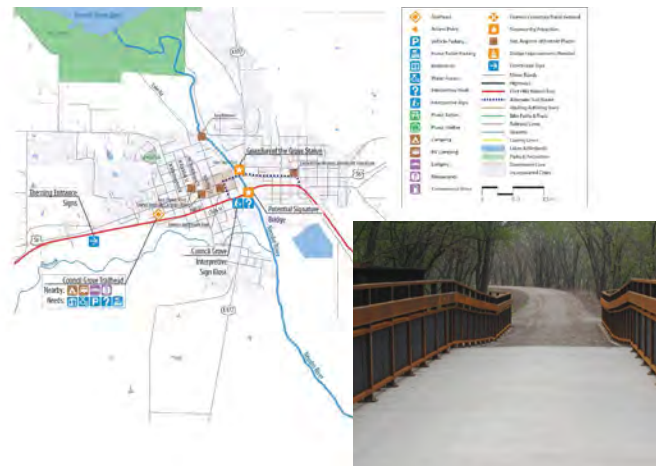
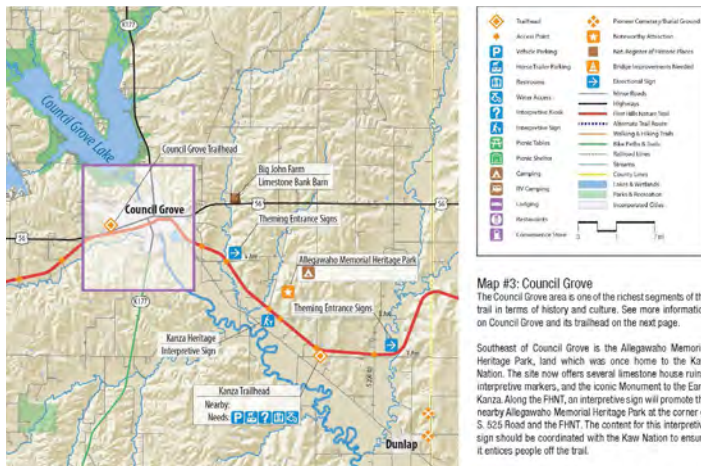
2.2.3. Environmental and Cultural Features. Our active transportation analysis process includes an environmental and cultural analysis of existing and potential corridors in the system. With our GIS capabilities, we will provide mapping that displays any parts of the trail network encumbered by FEMA regulatory floodway or 100-year floodplain. We will also identify and analyze intersections of the current network with wetlands or other jurisdictional waters of the United States. We can highlight the proximity of existing trails to sites of historical significance such as those listed on the city or state registers and the National Register of Historic Places, using this information to identify possible themes, commonalities, individual differences, and opportunities for enhancement such as public art and context interpretation.

Task 2.3 Access to Trails and Greenways

2.3.1. Benchmark Levels of Service and Access. Level of service (LOS) criteria have largely replaced standard area or



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From the Flint Hills Trail Master Plan. Integrating a planned world-class trail through this unique environment to the features of the towns that the trail passed through or near was an important plan priority.

miles provided per unit of population for assessing adequate facility access. In addition, access has a strong geographic component – area and population of people with a specified distance from a meaningful trail facility. In this section, we will complete the following research:

- Mapping and determining areas and calculating the population within a half-mile (or another standard) of a “meaningful” facility, which we would define as providing service to a destination or having significant recreational benefit.
- Comparing miles of trail per population for a wider sample of metropolitan regions.
- Using this information to establish comparative benchmarks, facility gaps, and existing and future needs for Northwest Indiana.

Community engagement elements during this phase:

- Community Engagement Plan
- Mobilization steps, including website and survey
- Survey design and launch
- Kickoff event
- Constituent listening sessions
- Two Advisory Board meetings: project kickoff and existing conditions review

Deliverables:

- Meeting reports and proceedings
- Kickoff presentation
- Atlas of Existing Conditions

PART TWO: CREATING PURPOSE

DEFINING THE NETWORK

This central part of the process will develop and detail the regional active transportation network, classified according to function and context. This framework provides the vision guiding the next parts for the third part that addresses how the program is implemented. This stage ramps up community engagement with the program of area workshops, asking residents to collaborate in the identification and planning of trails and active on-road facilities.

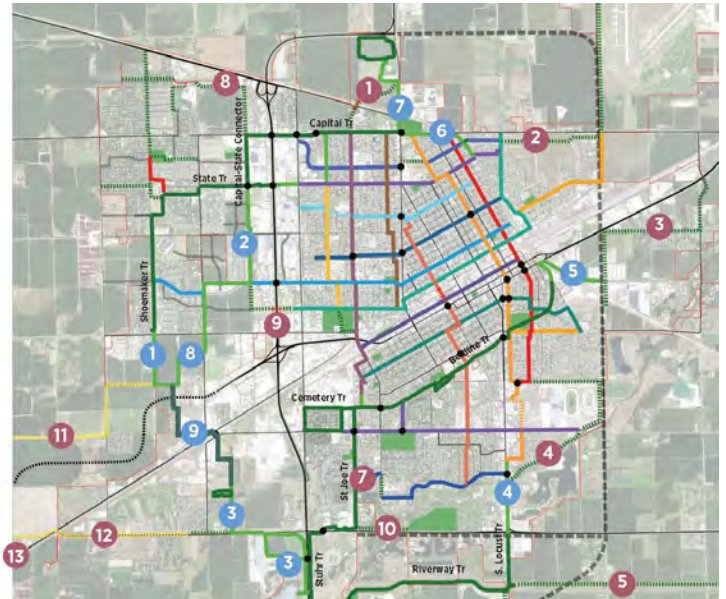
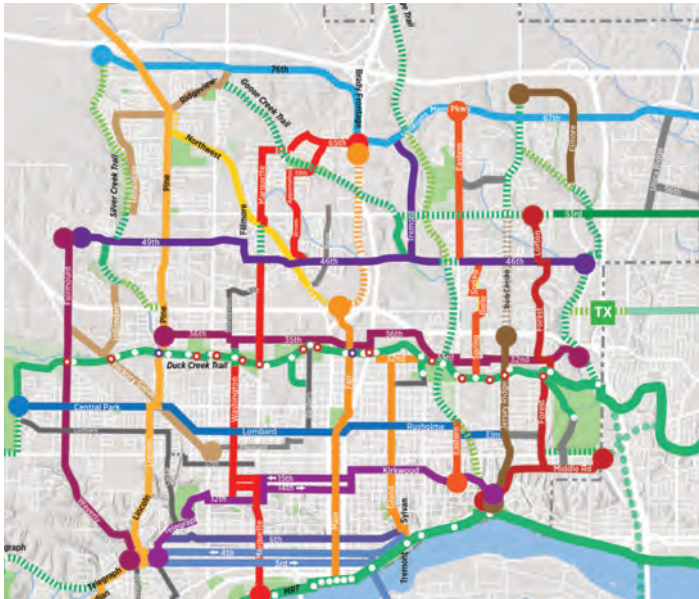
Task 3.1. Determinants

The process of defining the network begins with analyzing the **determinants** that will drive the growth of the active transportation program. To date, much of the network has taken advantage of opportunities such as rail to trail conversions and natural assets like the dunes. These factors are still major determinants today. But now many other determinants drive the development of the network. This task will analyze the factors that will influence the planning and gradual development of a truly connected Northwest Indiana region.

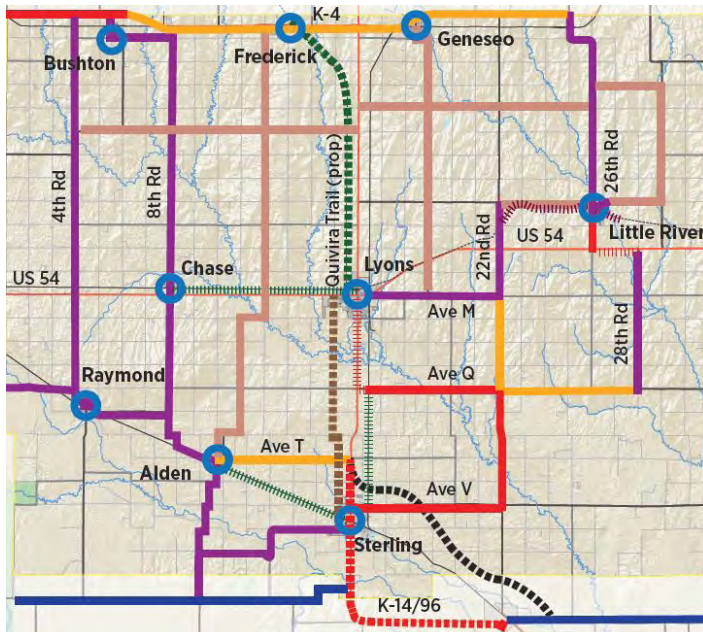
3.1.1. Circulation and Transportation Patterns and Destinations.

One growing determinant of trail networks and on-street connections is active transportation. NIRPC’s transportation planning efforts have and are continuing to analyze traffic patterns that we will augment with our own experience and a finer-grained analysis that identifies road facilities and destinations that provide good potential for active transportation. In our previous active transportation planning work, for example, we find that the most popular destinations for

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Network plans: From left: Davenport, IA and Grand Island, NE. These cities are comparable to Gary and Hammond in size.



Rural Regional Connectivity: Rice County (KS) Pedestrian and Bicycle Master Plan. The plan included a connection to the American Discovery Trail.

active transportation systems are parks and regional trails.

3.1.2. Service Gaps. In this step, we will overlay the facility inventory against a map of key destinations and underserved populations, and high-demand areas to determine where gaps in service exist. We will also compare the active transportation concepts included in previous plans. Closing gaps with significant user demand and underserved populations will define part of the network diagram and frame implementation priorities.

3.1.3. Habitats and Environmental Assets. In addition to roadway corridors, environmental corridors can provide options for active transportation development. We will use available information to map significant drainage patterns, habitat continuity, and other environmental factors. Some of these facilities can accommodate trail development but others should be maintained simply as open corridors often in private ownership, with controls that permit development but use conservation and low-impact standards.

3.1.4. Health and Wellness. Health and wellness are huge and underappreciated drivers of active transportation development. We will analyze our trail inventory against a map of medical, private recreation, and even religious or institutional land uses to identify potential gaps and connections. Ultimately, network development must be aligned with such health-related factors as preservation of natural assets, physical activity, access to jobs and healthcare; public health, and safe places to recreate and walk.

3.1.5. New Development Areas. The 2011 RCP projected substantial three-county growth, but according to the 2020 census, actual growth has been much more modest, from a 2010 population of 771,959 to a 2020 count of 784,332.

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Creative solutions to barriers: A protected intersection in Downtown Olathe, Kansas. The cycle track portion is in the process of development.

Nevertheless, new development does occur and the region has added about 12,000 housing units during the last decade. A pre-planned active transportation network in growth areas can lend structure and amenities to new development and provide the public framework that does not easily emerge from private development alone. In planning for both the short and long term, we will analyze building permit data over the past 10 years to determine areas of current growth and the highest immediate demand for network development and environmental conservation.

Task 3.2. Network Delineation

In this step, the information and input of the previous steps in the work program, along with the sector workshop process discussed above, will be integrated into the conceptual active network master plan. All aspects of this work are coordinated with the community engagement process identified in the Finding Meaning phase

3.2.1. Network Options and Testing. The trail element will classify segments according to the typology presented above, including different types of trail and on-road facilities. In our work, we evaluate the quality of networks and their elements according to the following criteria:

- *Demand:* Does the facility respond to demonstrable population demand, fill gaps, provide connections to appropriate destinations, or serve or create a regional market?

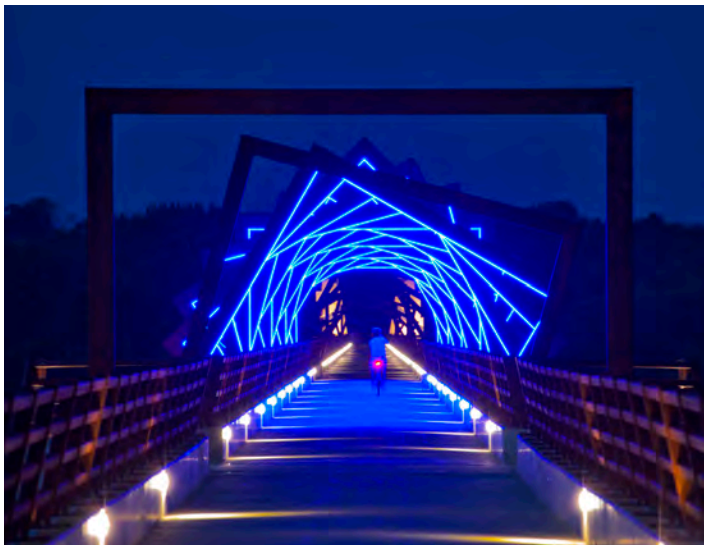
- *Directness:* Does the network and its components provide users with reasonably direct routes to destinations?
- *Integrity:* Does the network and its facilities provide connections from a system point of view and avoid dead-ends?
- *Comfort:* Does the network provide environments that are viewed as safe and within the physical capabilities of its intended users? Does it address barriers in ways that are comfortable for users of various abilities and tolerances for traffic?
- *Experience:* Does the network and its components provide users with a satisfying visual and contextual experience on the way?
- *Constructability:* Can the network provide good value for the investment dollar and is construction feasible?

Unfortunately, many active transportation network plans draw lines on maps that look good and provide excellent connectivity on a two-dimensional map but do not work in a three-dimensional world. As users and planners with a strong orientation toward actual implementation, we believe that this level of testing and a sense of realism has resulted in our clients implementing the systems we have planned.

3.2.2. Segment Analysis. We will tabulate each segment of the proposed network by location, terminal points, length, type of facility, role in the network, and statement of probable cost. This



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Award-winning amenities by RDG that have become their own tourist attractions. From left, the High Trestle Trail Bridge near Madrid, Iowa; and the Waukee Railroad Pergola trailhead on the Raccoon River Valley in central Iowa.

segment tabulation is extremely helpful in building the system on an incremental basis, using the process presented in Part Three of the work program.

Community engagement elements during this phase:

- Area Workshops
- Integrating Workshop
- Network Open House
- Two Advisory Board meetings: Progress meeting and network concept

Deliverables:

- Meeting reports and proceedings
- Open house presentation and boards
- Network Diagram, Analysis, and Working Paper

PART THREE: PURPOSE-DRIVEN PLANNING ACHIEVING THE VISION

Task 4: Standards and Policies

This task develops design and policy standards for active infrastructure, matched to the types of facilities and features identified in the network master plans. It will help ensure uniform standards.

Task 4.1. Standards for Active Transportation Facilities

4.1.1. Design Standards for Active Infrastructure. In our work, we routinely apply AASHTO, NACTO, and MUTCD standards to individual facility types and contexts. We have also

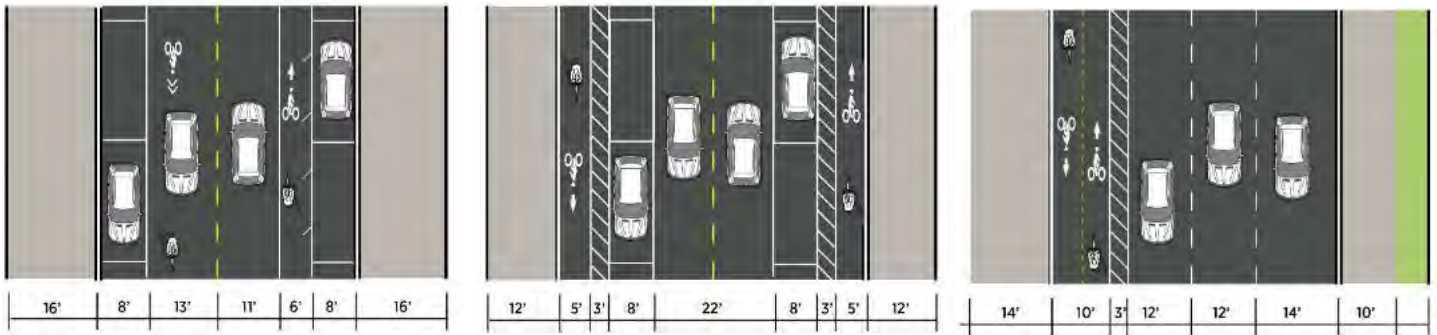
found the STAR (Small Town and Rural) guidelines very useful in neighborhood and urban fringe settings. However, typical dimensional standards must be adapted to individual settings. For example, a 10-foot shared-use path, generally accepted as a standard dimension, may not be adequate in places of very intensive pedestrian use, where bicyclists conflict with people walking dogs or strolling at slow speeds. In these heavily trafficked areas, separate bicycle and pedestrian tracks may be advisable for the safety of all users. In this task, we will develop and illustrate width, vertical sections, curvature, buffer, pavement markings, and right-of-way standards for each trail or on-street infrastructure type and relate those facility standards to segments in the network plan.

4.1.2. Service Standards and Gaps. Based on the benchmarking analysis in Task 2.3.1, we will recommend service standards for trail coverage related to distance from transportation- and recreation-oriented trails and on-road connecting facilities.

4.1.3. User Types and Rules. New technologies and products are creating new opportunities and challenges. These products, including e-bikes and scooters of various types, bring active transportation within the capability of more people but also raise compatibility problems. In this task, we will develop rules and guidance to assess the impact of new modes, including scooters and e-bikes and develop guidelines for incorporating them into the trail network. We also bring the perspective of being e-bike users. In developing these standards, we will survey practices in



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Bike lane design standards for specific street contexts from the Downtown Sioux City, IA Transportation Plan

comparable regions. Currently, the most common standard is to treat Class 1 e-bikes (pedal assist with maximum assisted speed of 20 mph) as conventional bicycles. They generally operate at the same speed and have no greater impact on trails and other users than other bikes. This is consistent with advisories from the national People for Bikes organization.

4.1.4. Enhancement Standards and Locations. Enhancements include secure bicycle parking, trailheads, comfort amenities, interpretation, repair stations, and public art coordination – items that make the regional experience more pleasant and often meaningful. We will identify criteria, spacing recommendations, facility menus, and potential locations for these facilities. Examples of this approach include the master plan for the Flint Hills Trail and our active transportation plan for the Grand Island (NE) MPO. RDG’s art studio has completed trail-oriented public art that includes the world-famous High Trestle Bridge in central Iowa, the award-winning Waukee trailhead in the Des Moines metro area, and we are currently incorporating public art into the master plan for the Beltline Trail in North Omaha.

4.1.5. Wayfinding. Some elements of the metropolitan trails system can be disorienting because of diverging paths, winding alignments, or changing configuration. Connections between trails and other destinations are also not evident because of the lack of a continuous wayfinding system. We will suggest locations that need wayfinding assistance and, if requested, develop prototype signage and directional information, complying with MUTCD standards. We have recently designed and installed such a comprehensive regional system to mark the Lewis and Clark Trail, an assembly of on-road routes between Sioux City and Hamburg, Iowa, made of about 330 individual signs.

Task 4.2. Maintenance

4.2.1. Maintenance Guidance. Differential maintenance of

active transportation facilities can break network continuity. For example, as visitors we see a facility delineated on a map or an app that appears to offer continuity, only to find that the facility is unsafe or impassible. Our scope here includes consultation with operating departments in the region, possible governance options, and guidelines for snow removal, sealing, patching, and replacement. Ongoing maintenance practices may vary with the volume and purpose of users. We may recommend different snow clearance policies depending on the transportation roles of various trail segments.

4.2.2. Annual Maintenance Cost of Improvements. We will identify projected annual costs of maintaining active infrastructure based both on current practice and accepted industry cost factors. A functional system must be kept in good repair, but capital sources are often easier to obtain than annual funding for upkeep. Understanding the financial implications of maintaining a quality system will help ensure adequate funding to maintain high standards.

Task 4: Setting Priorities

This concluding part of the report provides the tools for incremental implementation of a great active transportation network for Northwest Indiana. In many ways, developing a system that works at all stages of completion is as challenging a design problem as conceiving the entire network. Yet it is vitally important that progress is continuous and support builds throughout the process.

Task 5.1 Setting Priorities

This task establishes priorities for various projects, creates an incremental sequencing concept that implement the plan between 2021 and 2040, and explores financing strategies to realize the vision.

5.1.1. Priority Criteria. We will work with the Task Force/ Advisory Board to develop criteria as a tool among others to

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Sequencing a network from the Topeka Bikeways Plan

help rank individual projects and segments for priority and compliance with overall network goals. Some of these criteria could include:

- Relative cost and benefit
- Connectivity to key destinations
- Ability to fill gaps in service
- Social equity, ability to serve underserved populations
- Trail environment and experience
- Availability of right-of-way
- Neighborhood support
- Constructability
- Completion of systems like regional trails
- Enhancement of major parks

Candidate segments would be scored in a planned implementation workshop with the Advisory Board through a process that we use to achieve consensus on relative priorities.

5.1.2. Sequencing Diagrams. We will use the priority information developed in the workshop to construct a series of sequencing diagrams, displaying how the overall network evolve and grew in five-year increments. These diagrams and tables will include estimated costs, and are designed to be incorporated into the city's capital improvement program.

Task 5.2. Assessment of Resources and Funding Mechanisms

This final section in the work program reviews and identifies funding mechanisms that can provide the critical resources necessary to implement the plan. Planning hundreds of miles of facilities without the ability to build them becomes nothing more than an academic exercise.

5.2.1. Funding Mechanisms. In this task, we will provide a thorough review of local, state, federal, and private funding mechanisms used to build active transportation facilities. This will include explorations of practices in other regions, including projects in our experience and those that we have learned

about. One technique involves public/private partnerships. In some cities, wellness- or development-oriented philanthropic organizations have assisted with funding trails, in some cases displacing federal funding that would have added complexity and delay to a project. In Atlanta, the city's major industries created a trails foundation that builds and maintains the city's trail network. Some of these techniques may be applicable to NWI as well.

5.2.2. Assessments Based on Benefits. Some projects have clearly demonstrated general benefits, while other, more local projects in growth areas provide proportionately higher benefits to residents within a certain radius of the facility. We have developed a concept for trail assessments in growth areas that share costs on the basis of relative general/special benefit that may have some promise for trail development in new areas.

5.2.3. Capital Budgets and Bonds. Finally, the most reliable and expeditious source of financing is through local resources – a realization that walking, biking, and micro-mobility are valid transportation options and consequently, active facilities are important public utilities and should be funded like other infrastructure systems. The capital improvement approach that we use, born of our experience in city government and in developing capital improvement plans, can help NWI governments budget annually and predictably for development and maintenance.

Community engagement elements during this phase:

- Draft Review Open House
- Two Advisory Board meetings: Implementation Workshop and Draft Review
- Planning Commission and City Council presentations

Deliverables:

- Standards and Maintenance Working Paper
- Preliminary Plan Draft
- Final Document



APPROACH/WORK PROGRAM

Task 6: Report Documents

The project concludes with the preparation of preliminary and final draft documents. RDG is noted for the quality and completeness of documents, and for making them as graphic and easy to use as possible. Documents will be created in versions that can be used both on-line and in hard copy.

The preliminary document will be reviewed by the Advisory Board at a workshop meeting. Following that process, we will conduct a program of public open houses at several different regions in the NWI area. These sessions include display of exhibits and a more formal presentation of the plan's highlights. Following that process, the report will be modified and presented as necessary to the NIRPC governance board or other organizations specified in the final scope of work.

Quality Assurance/Quality Control Process

Our QA/QC process is of particular importance to us. A critical element of QA/QC is frequent and direct communications with NIRPC project management and the Technical Committee throughout the process. We generally do this through bi-weekly check-ins and continuous circulation of working papers.

During the actual production process, all narrative is reviewed and edited by the project principal -- and the narrative written

by the project principal is similarly proofed. We are extremely fastidious about spelling and grammar, and believe that this rigorous review at multiple levels will ensure that the vagaries of typos and misstatements do not appear in our public products. We also encourage our clients' project manager or staff to review documents closely, and provide ample time before any release to the Advisory Board or general public to conduct this kind of review.



EXHIBIT C
SCHEDULE OF FEES



SCHEDULE OF FEES

Service	Cost
Find Meaning	\$34,074
Creating Purpose	\$33,890
Purpose Driven Planning	\$30,435
Reimbursable Expenses	\$500
Additional Costs	--
TOTAL	\$98,899

hourly rates

Name	Position	Hourly Rate
RDG Planning & Design		
Martin Shukert, FAICP	Principal in Charge, Principal Planner	\$185
Cary Thomsen, PLA, ASLA	Senior Landscape Architect	\$130
Kene Okigbo	Landscape Architecture Intern	\$100
Charlie Cowell, AICP	Planner, Project Coordinator	\$100
Lea Schuster	Graphic Designer	\$90
Brett Kelly	GIS Specialist, Cartography	\$80
Landworks Studio		
Carisa McMullen, PLA, ENV-SP	Principal	\$150
Erica Flad, PLA, LEED-AP	Senior Landscape Architect	\$130
Brian Sturm, PLA, ASLA, LEED-AP	Landscape Designer	\$100
Jenna Fernandez, APA	Planner	\$100
Venice Communications		
Jayne Siemens	Principal	\$200
BHC		
David Nolte, PE	Engineering Project Manager	\$185
David Smalling, PE	Senior Traffic Engineer	\$180
Katie Bushong, PE	Project Engineer	\$145
Michelle Ballinger	GIS Supervisor	\$150

EXHIBIT D
PROJECT SCHEDULE

SCHEDULE

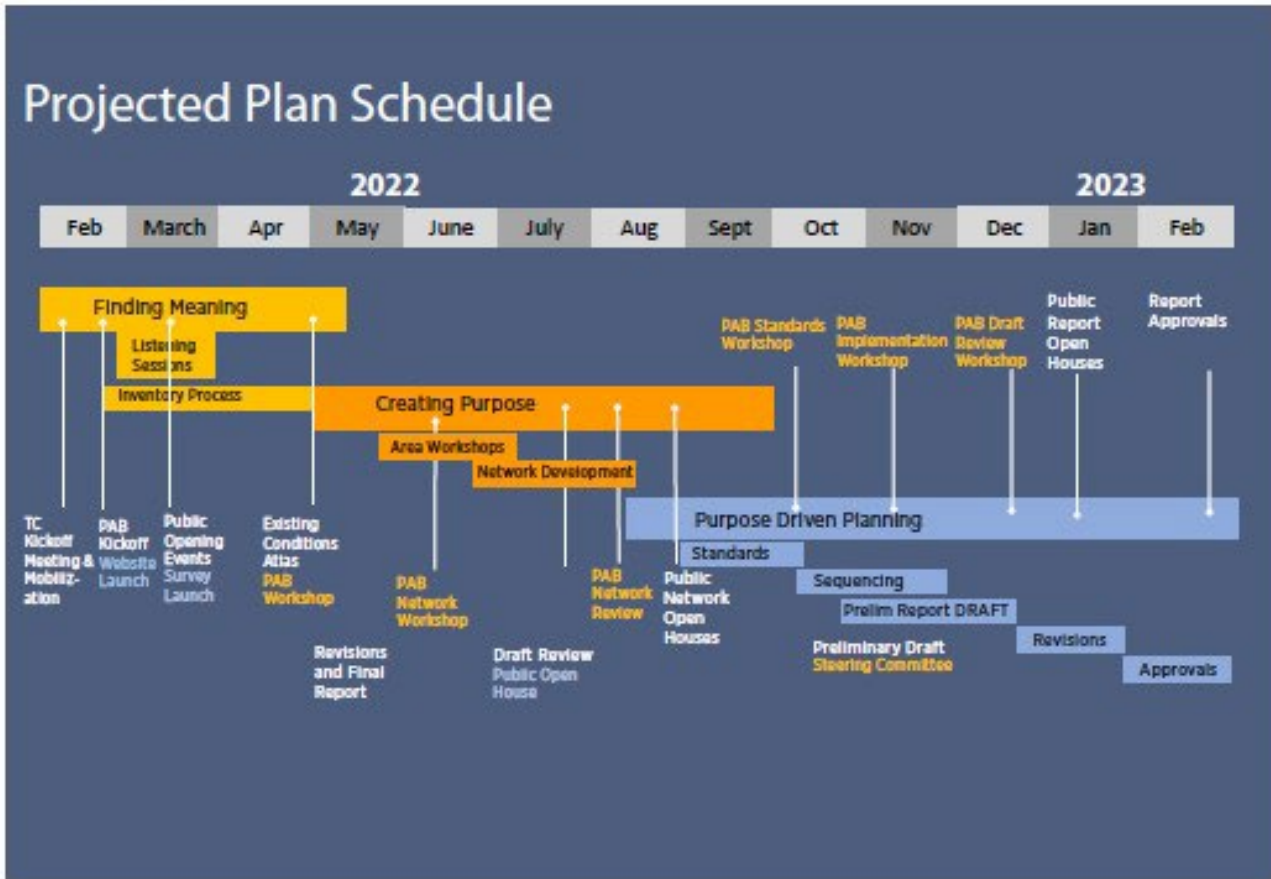


EXHIBIT E

FHWA TERMS AND CONDITIONS

Federal and State Third-Party Contract Provisions Non-Construction Contracts

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. CIVIL RIGHTS REQUIREMENTS:

Civil Rights - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by EDA, modified only if necessary to identify the affected parties.

2. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving funds from the Economic Development Administration (EDA);
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, or has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with EDA funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to FHWA-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FHWA-assisted activity, or with respect to the proceeds from the FHWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

3. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

4. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 3 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become

the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

5. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days-notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

6. Contractor to Furnish Necessary Personnel Resources:

The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

7. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Economic Development Administration may require, shall furnish grantee and/or Economic Development Administration such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

8. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

9. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Commerce, the Economic Development Administration, and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

10. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances, and regulations at the time this agreement is executed.

11. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by grantees and subgrantees. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

12. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards as contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

EXHIBIT F
SIGNED CERTIFICATIONS

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5.1. Compliance With Federal Requirements

CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

RDG Planning & Design (Proposer) certifies that it can comply with the Federal requirements and conditions as outlined in this document.



Signature

Principal

Title

December 23, 2021

Date

5.2 Compliance With Debarment and Suspension

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

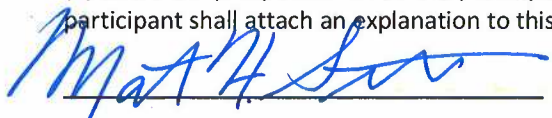
By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

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," "lower tier covered transaction," "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. 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 Proposer's Authorized Official

Martin Shukert, Principal

Name and Title of Proposer's Authorized Official

December 23, 2021

Date

5.3 Certification Regarding Lobbying

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)

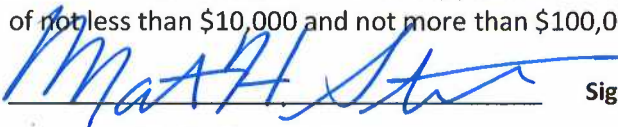
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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.

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 Proposer's Authorized Official

Martin Shukert, Principal

Name and Title of Proposer's Authorized Official

December 23, 2021

Date

5.4 Non-Collusion Affidavit

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.

Martin Shukert, Principal

Printed Name of Proposer


Signature of Proposer

December 23, 2021

Date

5.5 No Investment in Iran

CERTIFICATION IN NO INVESTMENT IN IRAN

As required by IC 5-22- 16.5, Contractor certified that 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: Martin Shukert

Title: Principal

5.6 Employment Eligibility Verification

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: Martin Shukert

Title: Principal

Date: December 23, 2021