



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

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
FULL COMMISSION MEETING
January 18, 2024, at 9:00 A.M.
NIRPC Lake Michigan Room, 6100 Southport Road, Portage

Annotated Agenda

- 1.0 Call to Order and Pledge of Allegiance – Richard Hardaway, Immediate Past Chair
- 2.0 New Appointments to the Commission - Attorney Dave Hollenbeck
- 3.0 Roll Call – Candice Eklund
- 4.0 Presentation of Norman E. Tufford Award
- 5.0 Public Comment on Current Agenda Items
Members of the audience who have signed up to comment on agenda items will be recognized by the Chair. Time is limited to 3 minutes per commenter.
- 6.0 Officers & Executive Board for 2024 – Richard Hardaway/Tom Dermody
 - 6.1 Report of Nominating Committee
 - 6.2 Election of Officers & Executive Board – To Be Distributed
ACTION REQUESTED: Approval
 - 6.3 Exchange of Gavel
- 7.0 Approval of the Minutes of the December 7, 2023, Full Commission Meeting (pp. 1-4)
ACTION REQUESTED: Approval
- 8.0 Report of the Executive Director – Ty Warner
 - 8.1 2024 NIRPC Commission Meeting Dates (p. 5)
 - 8.2 Perfect Attendance Recognition
- 9.0 Finance and Personnel Committee – (pp. 6-32)
 - 9.1 Marquette Greenway Project Contract (pp. 8-33)
ACTION REQUESTED: Approval
 - 9.2 NIRPC Building Lease
- 10.0 Technical Planning Committee - Kevin Breitzke (pp. 34-39)
 - 10.1 Resolution #24-01: Safety Performance Measure Targets for 2024, Scott Weber (pp. 36-39)
ACTION REQUESTED: Adoption
- 11.0 NIRPC Economic Development District Report - Denarie Kane
- 12.0 INDOT, Matt Deitchley, La Porte District Deputy Commissioner
- 13.0 Other Business
- 14.0 Announcements
- 15.0 Adjournment
The next meeting on February 15, 2024, will be an Executive Board meeting.

NIRPC Full Commission Meeting

6100 Southport Road, Portage, IN

December 7, 2023 Minutes

Call to Order

Chairman Richard Hardaway called the meeting to order at 9:04 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

New Appointments to the Commission

Dave Hollenbeck announced there were no new appointments to the Commission.

Roll call - Taken by Candice Eklund.

Present

The 29 Commissioners present at the meeting included Thomas Black (Highland), Kevin Breitzke (Porter County Surveyor), Bob Carnahan (Cedar Lake), Don Craft (Porter), Joshleen Denham (Trail Creek), Tom Dermody (La Porte), Daina Dumbrys (Michiana Shores), Denise Ebert (Wanatah), Bill Emerson (Lake County Surveyor), Richard Hardaway (Merrillville), Ellen Hundt (Beverly Shores), Jack Jeralds (Schneider), Jane Jordan (Burns Harbor), Justin Kiel (LaPorte County Council), Peter Land (Crown Point), Sue Lynch (Portage), Lori Mercer (Westville), Wendy Mis (Munster), Edward Morales (Porter Township), Barb Regnitz (Porter County Commissioner), Lisa Rosenkranz (LaCrosse), Tom Schmitt (Schererville), Brian Snedecor (Hobart), Steve Spebar (Whiting), Red Stone (Porter County Council), Sharon Szwedo (New Chicago), Jim Ton (Chesterton), George Topoll (Union Township), and John Yelkich (Lowell). Also present was Matt Deitchley representing INDOT.

Absent

The 22 Commissioners absent included Kyle Allen (Lake County Commissioner), Duane Arndt (Kingsford Heights), Jeannette Bapst (Dune Acres), Bill Carroll (Lake Station), Tim Clayton (Winfield), Anthony Copeland (East Chicago), Robert Forster (Kouts), Connie Gramarossa (LaPorte County Commissioner), Tony Hendricks (LaPorte County Surveyor), Scott Kingan (Ogden Dunes), Robert LeMay (Long Beach), Tom McDermott (Hammond), Matt Murphy (Valparaiso), Randall Niemeyer (Lake County Council), Duane Parry (Michigan City), David Peeler (Hebron), Jim Pressel (Governor Appointee), Jerome Prince (Gary), Regina Ruddell (Pottawattomie Park), Rick Ryfa (Griffith), Robert Starkey (Dyer), and Gerald Swets (St. John).

Kingsbury and The Pines have appointed no representatives to NIRPC.

Staff present included Ty Warner, Tom Vander Woude, Talaya Jones, Eman Ibrahim, Scott Weber, Stephen Hughes, Mitch Barloga, Denarie Kane, Kevin Polette, Candice Eklund, and attorney Dave Hollenbeck.

Public Comment – There were no public comments.

Approval of Minutes

The minutes of the October 19, 2023 Executive Board meeting were approved on motion by Bob Carnahan and seconded by Tom Dermody.

Report of the Chair – Richard Hardaway

Richard Hardaway thanked everyone for this great year as Chair and said he appreciated all of his years at NIRPC. He thanked Ty Warner and NIRPC staff adding he's never worked with so many professional people. Bob Carnahan requested that the Commissioners who would not be returning to the Commission in 2024 also be acknowledged. Mayor Snedecor, who also has a long tenure at NIRPC and was Chair in 2014, appreciated that when coming to a group like this, we are able to come together for the common good of the people we represent. He also applauded the efforts of Ty and his staff stating the whole team makes this all work. Mayor Dermody acknowledged Mayor Sue Lynch stating she is an advocate for what happens here at NIRPC and that she is a quality individual who leaves politics at the door. She comes here to work very hard, not only for her community, but also for the region.

Report of the Executive Director – Ty Warner

Ty Warner discussed the Commission meeting dates for 2024 and the attendance expectations for Commissioners appointed to the NIRPC Commission. There are four Full Commission meeting dates on the calendar that all Commissioners are expected to attend. The meetings held in between the Full Commission meetings are the Executive Board meetings and all Commissioners are always welcome to attend and participate in those meetings.

Meetings are scheduled for the 3rd Thursday of the month, with the exception of the December meeting being held December 5th.

Bob Carnahan distributed copies of the Lakeshore Public Media program guide. Ty said he attended the premier of the documentary, Walkable USA, last night in Hammond, which documented work being done in downtown Hammond with Jeff Speck, who is a nationally recognized planner. The Walkable USA documentary will premiere on the local PBS Station on December 28 and on December 31 for an encore presentation. The documentary was created by Tom Desch, who also was also responsible for Shifting Sands and Everglades of the North.

Ty recognized Scott Weber, Transportation Planning/Analyst, for his 10 years of service with NIRPC and Mitch Barloga, Active Transportation Manager, for his 20 years of service with NIRPC.

Environmental Management Planning Committee (EMPC) – Bill Emerson

Bill Emerson reported on a grant workshop that was held on November 2 to inform members what environmental grants are available. Bill said that if anybody had an environmental topic they would like to present to the EMPC, to contact Kathy Luther at kluther@nirpc.org. The next EMPC meeting will be held on February 1, 2024.

Finance & Personnel Committee (F&P) – Wendy Mis

Wendy Mis reported the F&P Committee met this morning to review and approve the financial reports, claims register, and bank reconciliations for October 2023. The F&P Committee brought the four action items below to the Full Commission for approval. The next F&P meeting is scheduled for January 18, 2024.

- Resolution #23-15, Calendar Year 2024 Budget: Talaya Jones presented the proposed budget. The total budget for 2024 is \$17,774,555 in available funding to the agency to meet their financial obligations. On motion by Brian Snedecor and seconded by Tom Dermody, the Full Commission approved NIRPC's calendar year budget for 2024.
- Executive Director Contract, 2024 Addendum to Employment Agreement: Dave Hollenbeck reported on the second addendum to the Executive Director's three-year employment agreement. An evaluation was completed by Richard Hardaway and Dave Hollenbeck resulting in Mr. Warner receiving a salary increase of 4% in calendar year 2024. On motion by Brian Snedecor and seconded by Barb Regnitz, the Full Commission approved the Executive Director's contract.
- Resolution #23-16, Local Appropriations Adjustment: NIRPC receives a local appropriation from the three counties that enables NIRPC to get its local match in federal dollars and the value of that far exceeds what we receive in those local appropriations. NIRPC is able to use that funding as an 80/20 match to get 80% of federal funds that is used for the MPO funds which pays for what NIRPC does to function as an MPO. NIRPC has to match those federal grants to be able to operate. The local appropriation that was done in 1992 was set at \$0.70 per capita in the state statute that created NIRPC. The value of \$0.70 per capita is far less in 2023 than it was in 1992; that amount is worth approximately \$0.30 in buying power today and continues to drop. What was in the resolutions already approved by the Commission in 2019 and what is being asked to be renewed today, is to ask Legislature to change NIRPC's enabling statute to adjust the \$0.70 per capita to a current dollar value of \$1.50 per capita. The intent of the resolution is to ask Legislature to right size that amount for 2023 and then index it to Consumer Price Index (CPI) thereafter so it stays current to the amount NIRPC receives based on costs to operate. The Commission is not asking the counties to appropriate more than what was proportionately granted in 1992, but simply to adjust that amount for inflation to reflect current dollar value. Again, that amount returns far more in additional federal dollars received. Bob Carnahan noted that in the F&P meeting held this morning, Ty stated this has to go through the State Legislature, who could just pass it themselves, but they would like to make sure the counties to agree with it. Ty agreed, reiterating this does not come from state funds, it comes from the county appropriations. Legislature could enact that change, but it would be better to have that support of the region and know the counties are aware of what's happening so they can budget for it appropriately. On motion by Tom Dermody and seconded by Barb Regnitz, the Full Commission approved Resolution #23-16.
 - After the approval of this resolution, Kevin Breitzke requested NIRPC staff send a letter to the fiscal bodies of each of our counties telling them the amount that will be expected next year and subsequent years, so they have an idea of what they're dealing with.
 - Bill Emerson also requested to include the graphics of the current dollar value of NIRPC's per capital appropriation that were used in the presentation for this resolution.
- NIRPC Building Lease – Dave Hollenbeck stated the lease for which NIRPC occupies this building expires on December 31, 2023. Discussions have been ongoing with Portage RDC in an effort to fulfill the consensus

that NIRPC remain here. Ty and Dave have met with Portage RDC twice and made significant progress. The term and rent are confirmed and fits in with NIRPC's budget; the details are being worked out. The approval will be paused and will be added to the agenda for the Full Commission meeting on January 18, 2024. In the interim, there will be an agreement that the lease will be extended until the Full Commission meeting can approve the lease next month. On motion by Kevin Breitzke and seconded by Bob Carnahan, the Full Commission authorized Ty and Dave to extend NIRPC's existing lease until the meeting on January 18, 2024.

Technical Planning Committee (TPC) – Kevin Breitzke

Kevin Breitzke reported the TPC met on November 28, 2023 and heard a presentation on the Freight chapter of *NWI 2050+*. The TPC brought the three action items below to the Full Commission for approval. The next TPC meeting will be held on January 9, 2024 at 10:00 a.m.

- Resolution #23-03, Sensible Tools Handbook+ (STH+): Ty Warner began the presentation stating the previous handbook was adopted in 2007 and was extremely well received. This handbook provided a set of tools that local officials could use and provided checklists to go through in accordance with the Indiana zoning enabling statute and other planning laws and good practices to make informed decisions. It was later felt that additional items could be helpful which resulted in the STH+ document before the Commission today.
Eman Ibrahim added the major recommendation that came out of the *NWI 2050 Plan* in 2019 was to continue the good effort that was done in 2007 and to address more challenges and opportunities that have transpired over the last 10 years. The new document still uses checkup questions and checklists, but they have been updated. Eman discussed the self-scoring section which helps to ensure communities are growing in the right direction or where they need to update their plan. There has been previous training on the existing Sensible Tools Handbook and there are plans to continue training with this updated handbook, which will be done in partnership with Purdue Extension in Lafayette. The updated STH+ focuses on more tools, good practices that help the communities in NWI, and a broad sweep of best planning practices. The working group included input from planners from the three counties and staff members from the Purdue Lafayette planning department. For this iteration of the handbook, they focused more on green space, parks, gathering spots, affordable housing, and healthy environments in the area and how to shift to a Smart City as a community. Eman provided a brief overview for using the 2023 handbook including the Resilient, Healthy, Sustainable, Equitable, and Smart components in the handbook. On motion by Jim Ton and seconded by Sue Lynch, the Full Commission approved Resolution #23-03.
- Resolution #23-14, Title VI Program: Stephen Hughes presented, stating this program is required by the FTA to be updated every four years. This updated program includes guidance in the decision-making process for spending federal funds regarding transit. This document ensures NIRPC is representing people accurately, and includes NIRPC's public engagement plan, *Engage NWI*, and Title VI plans from the subrecipient transit operators. On motion by Bill Emerson and seconded by Sue Lynch, the Full Commission approved Resolution #23-14.
- Planning Agreement with the Southwest Michigan Planning Commission (SWMPC): Scott Weber presented stating this is for use in transportation planning in the Michigan City portion of Michigan City / LaPorte / IN-MI urban area. This replaces an existing agreement between NIRPC and the SWMPC made necessary by the 2020 census. The urban area of the Michigan City / LaPorte area now extends further into Berrien County in Michigan. This agreement between NIRPC and SWMPC allows for SWMPC to conduct federally required transportation planning in the Michigan portion of the Michigan City / LaPorte urban area and also provides a means for coordination of planning activities across state lines. The SWMPC plans to reciprocate the agreement of this planning agreement at their board meeting later this month. On motion by Tom Dermody and seconded by Sue Lynch, the Full Commission approved the planning agreement with the SWMPC.

NIRPC Economic Development District Report – Denarie Kane

Denarie Kane reported that defederalization was approved by the EDA for the LaPorte County revolving loan program, which is available to Revolving Loan Fund (RLF) operators after more than seven years have passed since initial disbursement of EDA award funds. Denarie also reported that Ellen Heinz is the new EDA Economic Development Representative for Indiana (and Ohio). Ms. Kane briefed her earlier this week about grant applications from communities that may be submitted to the EDA, and she is willing to coordinate a call with Ms. Heinz to discuss eligibility and competitiveness for other proposed EDA grant applications. A scholarship from the

Council of Development Finance Agencies Foundation was awarded to NIRPC for Ms. Kane to attend a two-day web course in December on federal funding available to advance economic development efforts.

INDOT – Matt Deitchley

Matt Deitchley reported INDOT is ready for snow season. Matt recommended visiting the Kankakee Welcome Center at outbound I-65 that opened in October. Governor Holcomb, Commissioner Mike Smith of INDOT and Mr. Deitchley attended the opening and said it was state of the art. It was also noted that the latest round of Community Crossings awards went to 188 communities for a total of \$91.5 million in matching funds. The next call for Community Crossings applications is January 2, 2024.

Other Business

No other business was reported.

Announcements

Bob Carnahan relayed announcements of various events in Cedar Lake.

Hearing no other business, Richard Hardaway adjourned the meeting at 10:19 a.m. The next meeting on January 18, 2024 will be a Full Commission meeting.

The livestream recording for this meeting is available on NIRPC's YouTube Channel at [Full Commission Meeting 12-7-23 - YouTube](#)



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2024 NIRPC Commission Meeting Dates

January 18	Full Commission
February 15	Executive Board
March 21	Executive Board
April 18	Full Commission
June 20	Executive Board
August 15	Executive Board
September 19	Full Commission
October 17	Executive Board
December 5	Full Commission

Confirm meetings at www.NIRPC.org or see postings outside NIRPC's offices at 6100 Southport Road in Portage.

Last Modified 1/12/2024

NORTHWESTERN INDIANA REGIONAL PLANNING
COMMISSION FINANCE AND PERSONNEL COMMITTEE
October 19, 2023 / NIRPC Dune Room – 8:00 a.m.

Members present

Bob Carnahan, Don Craft, Wendy Mis, George Topoll

Staff and others present

Ty Warner, Talaya Jones, Thomas Vander Woude, Darin Sherman, Lisa Todd, Meredith Stilwell, David Hollenbeck

Call to Order and Pledge of Allegiance

Chairperson Mis called the meeting to order at 8:04 a.m.

Approval of Minutes

The minutes of the September 21, 2023 meeting were presented. On motion by Bob Carnahan, second by Don Clark and no opposition, the minutes were approved.

Review of Financial Status – September 2023 Budget vs Actual

Talaya Jones presented the September 2023 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, and the Revolving Loan Fund Account.

Talaya presented the September 2023 general fund financial reports. Total expenditures for the period ending September 30, 2023, were \$4,595,716 of the \$16,169,219 budgeted. Talaya explained that NIRPC has still not received any utility invoices from the City of Portage and therefore the expenditures for that line item are still at zero. She also noted that the Transit Capital Fund is backed up due to supply chain issues. Total general fund revenue for the period was \$1,273,554 of the \$4,434,925 budgeted. Talaya said that NIRPC is waiting on a \$500k reimbursement from INDOT and another estimated \$500k for July through September is being billed. In addition, federal monies for the RAISE and READI grants have not yet been collected due to not having executed contracts. Talaya mentioned that more money has been collected in interest income and thanked Wendy Mis for recommending reaching out to the bank regarding interest.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date September 2023. Total NIRPC CARES fund expenditures for the period ending September 30, 2023, was \$23,301 of the \$162,250 budgeted. Total CARES revenue collected for the period was \$23,248 of the \$150,368 budgeted.

Approval of Claims Registers – September 2023

Talaya presented the September 2023 General Fund claims register totaling \$904,370.00 to the Committee for approval. On motion by Bob Carnahan, second by Don Craft and no opposition, the General Fund register of claims in the amount of \$904,370.00 was approved. The CARES Act register of claims totaling \$7,497.04 was presented for approval. On motion by Bob Carnahan, second by Don Craft and no opposition, the CARES Act register of claims in the amount of \$7,497.04 was approved.

Contract for Non-Profit Transportation Feasibility Study

Tom Vander Woude presented the contract with Transystems for \$58,170.20 to conduct a non-profit transportation feasibility study. The contract grew out of stakeholder input for NIRPC's long-range transportation plan, *NWI 2050+* and was procured through an RFP process. The study will look at the feasibility of coordinating the transportation services of nonprofit agencies in Lake and Porter Counties. Boys and Girls Clubs of Northwest Indiana and Goodwill will help in identifying transportation services in Lake and Porter Counties, with up to 16 agencies contacted, and Legacy Foundation, Porter County and Crown Point Foundation will be providing the \$12,000 local match, contributing \$4,000 each.

2024 Preliminary Budget

Talaya presented the 2024 preliminary budget, noting that there are currently a lot of unknowns,

some of which include the lease, IT services, health insurance and telephone costs. Because of the unknowns, some amounts were budgeted the same as for 2023, but there's potential for a lot to change. It was mentioned that NIRPC still has not received any utility invoices for 2023. The topic of the lease not yet being determined, which several contracts hinge on, was discussed and Dave Hollenbeck relayed that he and Ty have not yet hurt back from Portage after their last meeting. Chairperson Mis brought up the salary line item, remarking that increases needed to be kept in mind to be competitive in the market. The salary discussion brought up a discussion regarding the need for NIRPC's local share allocations to be increased. The only way for that to happen is to open NIRPC's enabling statute and Ty mentioned that the legislators want to know if the Counties are on board since they are the ones paying. Suggestions were made regarding discussions with the Counties. Talay also noted that money left in the CARES grant will be gone if the grant is not extended, noting that she is working with FTA on a 6-month extension.

NIRPC Building Lease

This item was discussed during the preliminary budget discussion.

Personnel updates

Ty noted that the budget salary line in 2023 and carried over to the preliminary 2024 budget accounted for the hiring of a communications position. One possibility is giving up that position and reallocating those funds.

Other Business

Talaya informed the Committee about a Lake County Land Order Petition Review hearing held October 10, 2023. The public hearing was to address the assessed rate changes which resulted in rates decreasing as much as -83% to being increased as much as 1,958%. Additional evidence for consideration may be submitted by October 24, 2023.

Talaya reported the NIRPC audit is done and there were no findings.

The next Finance & Personnel Committee meeting is scheduled for December 7, 2023.

Adjournment

There being no further business, the meeting was adjourned at 8:57 am.

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____
in the year 2024, by and between

Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, Indiana 46368

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

Marquette Greenway Project Management and Project Development

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the

OWNER in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. **Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

2. **Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. **Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

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

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

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

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

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

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** 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 an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 2024.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

Jacob L. Dammarell, Executive V.P.

By: _____
Tyson Warner, Executive Director

Attest:

Talaya Jones, CFO and Contracting
Officer

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

Development of this portion of the Marquette Greenway is divided into the following sections:

1. Gary: 3.6 miles of multi-use trail, generally along the NICTD rail corridor, from the northwest quadrant of I-90 and Cline Avenue (in Hammond) to the existing trail at Bridge Street north of 2nd Place (in Gary), including;
 - ramps/boardwalk and new pedestrian bridge over I-90 and NICTD rail corridor
 - ramps/boardwalk and new pedestrian bridge over Canadian National RR
 - ramps/boardwalk and new pedestrian bridges over Industrial Highway, CSX RR, and Norfolk & Western RR.
2. Portage: 1.3 miles of multi-use trail from the Portage/Ogden Dunes NICTD train station southward along Stagecoach Road, across Burns Waterway, to existing paths along Burns Parkway, including the crossing of the NIPSCO easement and a new pedestrian bridge over Burns Waterway.
3. Michigan City: 3.4 miles of multi-use trail (the Singing Sands Trail), along Trail Creek from Liberty Trail to US 12, and along Karwick Road and Grand Beach Road from Martin Luther King Drive to the city corporate limits at CR 600W.
4. New Buffalo Township, Michigan: 0.8 miles of multi-use trail along Grand Beach Road and Amtrak, from the Indiana-Michigan state line to a point approximately 950 feet north of Royal Avenue, all within Grand Beach Road right-of-way.

The project has received a federally funded RAISE grant for the referenced greenway development. The **OWNER** desires that the **ENGINEER** provide project management and project engineering services in order to develop the referenced sections in accordance with the regulations and timelines required by the federal funding.

Under the current RAISE grant, the Hammond/Gary and Portage sections will require scoping of final alignments and complete Preliminary Engineering services in preparation of Construction with future funding .

The Preliminary Engineering services for the section in Michigan City are to be completed as part of a previously funded project. This section will only require Construction and construction-related services under this RAISE funded project.

The current RAISE grant will provide for complete Preliminary Engineering services and Construction and construction-related services for the section in New Buffalo Township.

The **ENGINEER's** role for each section's development is indicated below in Scope of Work.

B. SCOPE OF WORK

1. PROJECT MANAGEMENT – PHASE 1: GARY AND PORTAGE SECTIONS
The **ENGINEER** shall provide the following project management and project development services, from the initial Notice to Proceed through the selection of the Preliminary Engineering designer.

- A. Confirmation of Scope of Work and Project Alignment
 1. Visit and walk the proposed route(s) with the **OWNER** and Local Public Agencies (LPA) (City of Hammond, City of Gary, City of Portage) with best available GIS data and maps to establish a consensus on the final trail route and configuration and to identify critical elements to be considered during the Preliminary Engineering stage.
 2. Identify utilities along the proposed route and host a utility route analysis meeting.
 3. Establish railroad contacts along the route and host a railroad route analysis meeting.
 4. Participate in initial scoping and coordination meeting(s) with the **OWNER**, LPAs and FHWA to confirm project scope, process, and schedules.
 5. Participate in coordination meetings with **OWNER**, LPAs, and agency stakeholders throughout Phase 1, as needed.
 6. Conduct Red Flag Investigation for assistance in route-planning and future NEPA documentation.
 7. Confirm route configuration and elements, including updates to project cost estimates.
- B. Preliminary Engineering Contract Preparation and Solicitation
 1. Develop scope of work for the Preliminary Engineering contract in accordance with applicable FHWA and INDOT standards and guidelines, addressing the following disciplines:
 - a. Survey
 - b. Trail Design
 - c. Structure Design (Bridge, Boardwalk, Retaining Wall)
 - d. Utility and Railroad Coordination
 - e. Environmental (NEPA) Study and Environmental Permitting
 - f. Geotechnical Investigation
 - g. Right-of-Way Engineering and Acquisition Services
 2. Develop and assemble consultant solicitation and design contract documents for selection of the Preliminary Engineering designer.
 3. Assist the **OWNER** in the solicitation and selection of the Preliminary Engineering designer, including interviews and selection recommendations.

2. PROJECT MANAGEMENT – PHASE 2: GARY AND PORTAGE SECTIONS

The **ENGINEER** shall provide the following project management and project development oversight services, from the selection of the Preliminary Engineering designer through the completion of the Preliminary Engineering services and development of construction documents.

- A. Review of Preliminary Engineering and Project Development
 1. Attend project status meetings with **OWNER** and agency stakeholders throughout the Preliminary Engineering process. Estimated to occur monthly for approximately 18 months.
 2. Conduct over-the-shoulder review meetings with the Preliminary Engineering designer to review compliance with applicable standards and progress status of designs, plans, studies, permits, investigations, right-of-way acquisition, and coordination with agencies, utilities and railroads. Estimated to occur bi-monthly for 18 months.

3. Perform a thorough review of the final Preliminary Engineering submittal packages, at Stage 1 and Final Tracings, including plans and specifications, prior to submittals to FHWA-Indiana for final review and approval, in preparation for use in a future bid process.
 4. Prepare quarterly reports and participate in quarterly meetings with the **OWNER**.
- B. Environmental Services
 1. Provide technical assistance to the Preliminary Engineering designer with the National Environmental Policy Act (NEPA) process for two Categorical Exclusions.
 2. Review all NEPA sub-studies as they are completed by the Preliminary Engineering designer for the development of two Categorical Exclusions.
 - C. Utility & Railroad Coordination
 1. Perform utility coordination oversight and review utility coordination deliverables periodically throughout the coordination process.
 2. Perform railroad coordination oversight and review railroad deliverables periodically throughout the coordination process.
 - D. Review of Right-of-Way Acquisition documents (15 parcels anticipated)
 1. Desk review of Appraisals:
 - a. Verify that the Appraisal Problem is correctly identified.
 - b. Review appraiser cost matrices and verify concluded value of the appraiser.
 - c. Confirm that comparable lands are properly identified and calculations are mathematically sound.
 - d. Review for USPAP compliance
 2. Desk review of Buyer Packets:
 - a. Review buyer's report and title report to assure title is clearly and fully transferred to the LPAs.
 - b. Verify that requisite supporting documents have been produced for recording conveyance documents.
 - c. Verify signatures and notary certification.
 3. Right-of-Way Oversight:
 - a. Respond to Preliminary Engineering designer R/W Manager inquiries
 - b. Transition parcel review activities between the Preliminary Engineering designer and appropriate appraising and buying reviewers
 - c. Monitor monthly status reports provided by Preliminary Engineering designer as well as schedule and provide feedback to **OWNER**.
3. PROJECT DEVELOPMENT – NEW BUFFALO TOWNSHIP SECTION

The **ENGINEER** shall provide the following Preliminary Engineering (PE) services, from the initial Notice to Proceed through the completion of Preliminary Engineering and construction documents.

 - A. Confirmation of Scope of Work and Project Alignment
 1. Visit and walk the proposed route(s) with the **OWNER** and Local Public Agencies (LPA) (New Buffalo Township) with best available GIS data and maps to establish a consensus on the final trail configuration and to identify critical elements to be considered during the PE phase.

2. Participate in initial scoping and coordination meeting(s) with the **OWNER**, LPA and FHWA to confirm project scope, process, and schedules.
 3. Participate in monthly coordination meetings with **OWNER**, LPAs, and agency stakeholders throughout PE.
 - B. Preliminary Engineering: the **ENGINEER**, through their sub-consultant Infrastructure Engineering, Inc. (IEI), shall provide the following.
 1. Topographic survey and confirmation of property and right-of-way lines.
 2. Design and plan development for the paved pathway described above, including pavement design, alignment, crossing of Grand Beach Road, maintenance of traffic, and erosion control.
 3. Analysis and design for a roadway culvert extension south of Royal Avenue, possibly including the total replacement of the culvert.
 4. Utility and railroad coordination.
 5. Erosion control approval/permitting.
 6. Environmental permitting related to the culvert extension or replacement.
 7. Development of specifications, quantities and engineer's estimates.
 8. NEPA: the trail has received SHPO/Section 106 final approval. Southwest Michigan Planning Commission (SWMPC) is developing the remaining NEPA documentation for the trail and will coordinate with MDOT for review.
 9. Development of submittal packages for review at Field Check/Stage 1, Stage 3, and Tracings phases.
 10. Obtain all necessary permits for project development.
 - C. The **ENGINEER** shall provide a complete quality review of the Preliminary Engineering performed by IEI at Field Check/Stage 1, Stage 3 and Tracings phases, and coordinate with, and submit to, FHWA for their review and approval.
4. PROJECT MANAGEMENT – PHASE 3: MICHIGAN CITY AND NEW BUFFALO TOWNSHIP SECTIONS
- The **ENGINEER** shall provide the following project management and project development oversight services, from the completion of Preliminary Engineering for Michigan City and New Buffalo Township through the completion of construction.
- A. Develop bidding documents.
 - B. Assist in advertising for bids.
 - C. Assist **OWNER** in facilitating the bidding process.
 - D. Review bids and recommend selection.
 - E. Construction Phase Services
 1. Attend project status meetings with **OWNER** and agency stakeholders throughout the construction process.
 2. Assist with Contractor questions and RFI's throughout construction as **OWNER's** representative.
 3. Perform a thorough review of all shop drawings.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Assist with obtaining access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

All work by the **ENGINEER** under this Agreement shall be completed within the approximate time periods shown in the following submission schedule, assuming a Notice to Proceed date of January 22, 2024:

Project Management Phase 1 – Request for Qualifications (RFQ) For Gary and Portage Design Ready for Advertising	May 1, 2024
Project Development - Plans, Specifications and Estimates (PS&E) Documents for New Buffalo Ready for Initial FHWA Review	July 1, 2024
Project Development - PS&E Documents for New Buffalo Ready for Funding Obligation	September 2, 2024

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$720,000.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Project Management – Phase 1	\$ 155,000.00
Project Management – Phase 2	\$ 252,000.00
Project Development – New Buffalo Twp.	\$ 150,000.00
Project Management – Phase 3:	\$ 163,000.00

B. Additional Services

In accordance with Article VI. 10. of this Agreement, the **ENGINEER** shall not commence any additional work or change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, or right-of-way acquisition not included in Appendix A, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2024 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 305.00
E-IV	Engineer IV	\$ 230.00
E-III	Engineer III	\$ 200.00
E-II	Engineer II	\$ 160.00
E-I	Engineer I	\$ 120.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 250.00
FP-IV	Field Personnel IV	\$ 210.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 130.00
FP-I	Field Personnel I	\$ 105.00
EA-III	Engineer’s Assistant III	\$ 200.00
EA-II	Engineer’s Assistant II	\$ 170.00
EA-I	Engineer’s Assistant I	\$ 120.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 150.00
C-I	Clerical I	\$ 95.00
P-III	Planner/Environmental Specialist III	\$ 160.00
P-II	Planner/Environmental Specialist II	\$ 125.00
P-I	Planner/Environmental Specialist I	\$ 115.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2024 and may be adjusted annually (beginning January 2025) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are attached on the following pages.

CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

Butler, Fairman & Seufert, Inc. By: Jacob L. Dammarell _____ (Proposer) certifies that it can comply with the Federal requirements and conditions as outlined in this document.



Signature

Executive Vice President

Title

January 30, 2023

Date

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

Jacob L. Dammarell, Executive Vice President

Name and Title of Proposer's Authorized Official

January 30, 2023

Date

CERTIFICATION REGARDING LOBBYING

2 CFR Part 200 - Appendix II

Certification For Contracts, Grants, Loans, And Cooperative Agreements

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

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

Jacob L. Dammarell, Executive Vice President

Name and Title of Proposer's Authorized Official

January 30, 2023

Date

NON-COLLUSION AFFIDAVIT

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

Butler, Fairman & Seufert, Inc. By:
Jacob L. Dammarell

Printed Name of Proposer



Signature of Proposer

January 30, 2023

Date

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: Jacob L. Dammarell

Title: Executive Vice President

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: Jacob L. Dammarell

Title: Executive Vice President

Date: January 30, 2023

APPLICABLE FEDERAL LAWS AND REGULATIONS

NIRPC requires the proposer to be familiar with and be able to assist NIRPC with compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

7.1.1 General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681

- through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

7.1.2 Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

7.1.3 General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
 - e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
 - f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
 - g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
 - j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
 - n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

7.1.4 Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2021 RAISE Grant Recipient.

7.1.5 Highway Federal Legislation

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

7.1.6 Federal Highway Regulations

- a. Highways – Title 23, C.F.R.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Design Build Contracting – 23 C.F.R. Part 636
- g. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- h. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- i. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2021 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

Technical Planning Committee
NIRPC Lake Michigan Room
YouTube Recording:
[Technical Planning Committee Meeting 7/11/23 - YouTube](#)
November 28, 2023
Minutes

Kevin Breitzke called the meeting to order at 10:03 a.m. with the Pledge of Allegiance.

In attendance were Kevin Breitzke (Porter County), Kay Nelson (Forum), George Topoll (Union Township), Beth Shrader (Valpo Transit), Maxwell Rehlander (Valparaiso), Julie Ritzler (INDOT), Kelly Wenger (NICTD), and David Wright (GPTC).

Also in attendance were Jeff Huet (Schererville), Tom Schmitt (Schererville), Jake Darrel, Scott Pruitt, and Willian Allen (East Chicago).

NIRPC staff present were Tom Vander Woude, Stephen Hughes, Scott Weber, Grace Benninger, Jen Birchfield, Charles Bradsky, Ann Weitgenant, Kevin Polette, and Flor Baum.

On motion by Kay Nelson, second by George Topoll, the Technical Planning Committee (TPC) approved the minutes of October 3, 2023 as presented.

There were no public comments.

Planning

Scott Weber gave an informational presentation on the *NWI 2050+* Freight Chapter. NIRPC hired a consultant (CPCS) to take an extensive view of all modes to come up with a context of findings. The findings are to better plan freight and implement in the *NWI 2050+*. Under All Modes, the issue of workforce shortages was identified as a threat to freight-dependent industries. Another All-Modes issue is *NWI*'s infrastructure bearing high levels of pass-through traffic. The visions statement supports and strengthens regional economic growth and competitiveness with an accessible, connected, safe, and efficient freight transportation system while reducing environmental and community impacts. Policy, study, and research recommendations to assist communities and stakeholders in identifying and applying for freight-eligible funding was discussed which includes the following:

- Strengthening freight in NIRPC's Notice of Funding Availability (NOFA) process funding.
- Section 130 Railway Highway Crossing funding and grants such as RAISE, INFRA, Innovative Mobility Deployment grants, and PROTECT.
- Developing freight-related workforce training programs and conducting a comprehensive corridor analysis study.
- Improve the US 12/20 corridor traveling experience by rerouting truck movement away from US 12 to the extent possible.
- Work with the Gary/Chicago International Airport and others to conduct an air cargo study.
- Expand upon the Northwest Indiana Economic Recovery and Resiliency Plan (adopted in 2022) to focus more on infrastructure resiliency.
- Assist communities in better planning for freight by making available the *NWI 2050+* Freight issues, needs, policy recommendations, and gap areas and identifying opportunities to implement them.

For more information on the *2050+* Freight Chapter, please contact Scott at sweber@nirpc.org.

Tom Vander Woude spoke on the NIRPC-SWRPC Cooperative Accord for the Coordination of Land Use and Transportation Planning in the Michigan Portion of the Michigan City-La Porte,

IN-MI Urban Area (UA). The Michigan City-La Porte, IN-MI urban area (UA) established by Census 2020 extends into Berrien County, Michigan along Lake Michigan and must be serviced by a metropolitan planning organization (MPO). The Michigan portion of the UA is 8.81 sq. miles with a population of 4,054 (Census 2020). The UA is also designated air quality nonattainment and must have a cooperative process (organizational and technical) to demonstrate air quality conformity. A metropolitan planning area boundary shall be established to service the area likely to become urbanized within the 20-year forecast period. Both Indiana and Michigan are fully adequate to meet all the Federal planning requirements that may attach to the UZA. NIRPC is and remains responsible for metropolitan area transportation planning within its three-county planning area boundary in Indiana. For more information, please contact Tom at tvanderwoude@nirpc.org. On motion by George Topoll, second by David Wright, the TPC approved to recommend the NIRPC-SWRPC Cooperative Accord to the Commission.

Programming

Stephen Hughes spoke on Resolution 23-14 Adopting the Title VI Program Update. Title VI is a part of the Civil Rights Act of 1964. It prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. The program update is required by the Federal Transit Authority (FTA). This 2023 update is primarily a look at the program to assure compliance with federal regulations and to ensure our demographic profile is correct. Currently, there are no changes to policy or procedures in this update to the Title VI program. On motion by George Topoll, second by Kay Nelson, the TPC approved to recommend Res 23-14 to the Commission. For more information on Title VI, contact Stephen at shughes@nirpc.org.

Topical Committee Reports

Jen Birchfield presented on the Coastal Watershed Hazards Resiliency Needs Assessment Update. Assessments are being accepted by coastal and watershed communities.

Reports from Planning Partners

Nothing to report.

Adjournment

Hearing no further business, the meeting adjourned at 11:09 a.m.

The next TPC meeting is slated for January 9, 2024, at 10:00 a.m. in the NIRPC building.



RESOLUTION 24-01

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ADOPTING SAFETY PERFORMANCE MEASURE TARGETS FOR 2024 AND INCORPORATING OTHER PERFORMANCE MEASURE TARGETS INTO NWI 2050+

January 18, 2024

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

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

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

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

WHEREAS, the Infrastructure Investment and Jobs Act of 2021 requires the Commission to set annual performance measure targets for safety within 180 days of the Indiana Department of Transportation setting performance measure targets for the same measures; and

WHEREAS, staff of the Indiana Department of Transportation set safety performance measure targets for 2024 through a collaborative process with the Commission in August 2023; and

WHEREAS, *NWI 2050* contains an Action Plan that includes performance measure targets addressing infrastructure condition, system performance, freight, and congestion management; and

WHEREAS, *NWI 2050+* and the FY 2024-2028 Transportation Improvement Program must be amended to reflect the establishment of annual safety performance measure targets; and

WHEREAS, the changes to *NWI 2050+* and the FY 2024-2028 Transportation Improvement Program brought about by this amendment fit the criteria of a technical amendment according to the *Engage NWI* plan; and

WHEREAS, the Technical Planning Committee (TPC) has recommended that the Northwestern Indiana Regional Planning Commission make these changes to *NWI 2050+* and the FY 2024-2028 Transportation Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby adopts updated safety performance measure targets for 2024 and incorporates infrastructure condition and system performance, freight, and congestion management performance measure targets by making the following changes to *NWI 2050+* and the FY 2024-2028 Transportation Improvement Program in a manner consistent with the definitions of a technical amendment as defined in *Engage NWI* and as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this eighteenth day of January, 2024.

Chairperson

ATTEST:

Changes to *NWI 2050+*:

Add the Following Table in a new Performance Measures Section on P. 14

Performance Measure	Target
Number of fatalities	No more than 926 in 2024 statewide.
Rate of fatalities per 100 million vehicle miles traveled	No more than 1.10 in 2024 statewide.
Number of serious injuries	No more than 3,281 in 2024 statewide.
Rate of serious injuries per 100 million vehicle miles traveled	No more than 4.05 in 2024 statewide.
Non-motorized serious injuries and fatalities	No more than 402 in 2024 statewide.
Volatile Organic Compounds (VOC) reduction from Congestion Mitigation Air Quality (CMAQ)-funded projects (kg/day)	No more than 590.00 by 2023 and 600.00 by 2025 statewide.
Oxides of Nitrogen (NOx) reduction from Congestion Mitigation Air Quality (CMAQ)-funded projects (kg/day)	No more than 690.00 by 2023 and 725.00 by 2025 statewide.
Carbon Monoxide (CO) reduction from Congestion Mitigation Air Quality (CMAQ)-funded projects (kg/day)	No more than 330.00 by 2023 and 520.00 by 2025 statewide.
Particulate Matter less than 10 microns in diameter (PM10) reduction from Congestion Mitigation Air Quality (CMAQ)-funded projects (kg/day)	No more than 0.02 by 2023 and 0.03 by 2025 statewide.
Percent of Interstate pavements in good condition	At least 60.00% by 2023 and at least 62.00% by 2025 statewide.
Percent of Interstate pavements in poor condition	No more than 1.00% by 2023 and no more than 1.00% by 2025 statewide.
Percent of non-Interstate National Highway System (NHS) pavements in good condition	At least 50.00% by 2023 and at least 48.00% by 2025 statewide.
Percent of non-Interstate National Highway System (NHS) pavements in poor condition	No more than 1.50% by 2023 and no more than 1.50% by 2025 statewide.
Percent of National Highway System (NHS) bridge area in good condition	At least 49.00% by 2023 and at least 47.50% by 2025 statewide.
Percent of National Highway System (NHS) bridge area in poor condition	No more than 3.00% by 2023 and no more than 3.00% by 2025 statewide.
Percent of person miles traveled on the Interstate that are reliable	At least 93.0% by 2023 and at least 93.5% by 2025 statewide.

Performance Measure	Target
Percent of person miles traveled on the non-Interstate National Highway System (NHS) that are reliable	At least 93.0% by 2023 and at least 93.5% by 2025 statewide.
Truck Travel Time Reliability Index (TTTRI)	No higher than 1.32 by 2023 and no higher than 1.30 by 2025 statewide.
Number of revenue vehicles in operation that have met or exceeded the end of their useful life	No more than 50% every year.
Number of revenue vehicles exceeding their useful life not pending replacement in a grant	No more than 20% every year.
Number of non-revenue vehicles in operation that have met or exceeded the end of their useful life	No more than 10% every year.
Annual cost of total vehicle replacements	No more than 10% of total 5307 NWI apportionment every year.
Number of vehicles submitted for replacement that have a designated "inoperable" system	No more than 0 every year.
Number of vehicles that have been funded that have not yet met the end of their useful life	No more than 0 every year.
Number of vehicles that have been funded while not on the Indiana QPA or other state cooperative agreement	No more than 0 every year.

Changes to the 2024-2028 Transportation Improvement Program:

Page Number(s)	Performance Measure	Original Text	Amended Text
26	Number of fatalities	"no more than 894.2 in 2023"	"no more than 926 in 2024"
26	Rate of fatalities per 100 million vehicle miles traveled	"no more than 1.088 in 2023"	"no more than 1.10 in 2024"
26	Number of serious injuries	"no more than 3,348.1 in 2023"	"no more than 3,281 in 2024"
26	Rate of serious injuries per 100 million vehicle miles traveled	"no more than 4.068 in 2023"	"no more than 4.05 in 2024"
26	Number of non-motorized serious injuries and fatalities	"no more than 399.6 in 2023"	"no more than 402 in 2024"