



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

MEETING OF THE FULL COMMISSION NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

July 16, 2026 at 9:00 A.M.

NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Austin Bonta, Portage Mayor, NIRPC Chair
- 2.0 New Appointments to the Commission - Dave Hollenbeck, Attorney
- 3.0 Roll Call – Candice Eklund, Executive Assistant
- 4.0 Public Comment on Current Agenda Items
The Chair will recognize audience members who have signed up to comment on agenda items below. Time is limited to 3 minutes per commenter.
- 5.0 Approval of the Minutes of the June 18, 2026, Executive Board Meeting (pp. 1-3)
ACTION REQUESTED: Approval
- 6.0 **LEADERSHIP** – Austin Bonta, Portage Mayor (pp. 4-46)
 - 6.1 Resolution #26-09: Amend the MissionSquare Retirement Plan 457(b), (p. 4)
ACTION REQUESTED: Approval
 - 6.2 CONTRACT: Safe Streets and Roads for All (SS4A) (pp. 5-46)
ACTION REQUESTED: Approval
 - 6.3 Staff Recognition
- 7.0 **TRANSPORTATION** – Kevin Breitzke, Porter County Surveyor
 - 7.1 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 8.0 **ECONOMY & PLACE** – George Topoll, Union Township (p. 47)
 - 8.1 Presentation: Brownfield Redevelopment for Quantum/Tech Business Attraction – Results and Recommendations, *Celena Green, NIRPC Economic Recovery Corps Fellow*
- 9.0 **ENVIRONMENT** - Bill Emerson, Lake County Surveyor
- 10.0 Other Business
- 11.0 Announcements
- 12.0 Adjournment: The next meeting on August 20, 2026, at 9:00 a.m., will be an Executive Board meeting. The next Full Commission meeting is scheduled for November 19, when the 2027 NIRPC budget will be considered for approval.

NIRPC Executive Board Meeting
6100 Southport Road, Portage, IN
Minutes of the May 21, 2026, Executive Board Meeting

Call to Order

Chair Austin Bonta called the meeting to order at 9:03 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

New Appointments to the Commission

Dave Hollenbeck announced the appointment to the Commission of Justin Albright (Town of Hebron).

Roll Call - Taken by Candice Eklund

Present

The 9 Commissioners on the Executive Board in attendance are listed below:

- Austin Bonta, City of Portage
- Kevin Breitzke, Porter County Surveyor
- Bill Emerson, Lake County Surveyor
- Anthony Ferraro, Governor's Appointee
- Joe Haney, La Porte County Commissioner
- Courtney Parthun, City of La Porte
- David Phelps, Town of Beverly Shores
- Tom Schmitt, Town of Schererville
- Jim Ton, Town of Chesterton

Absent

- Denise Ebert, Town of Wanatah
- Wendy Mis, Town of Munster

The 7 other Commissioners present at the meeting are listed below:

- Jenny Beier, Town of Schneider
- Jim Burge, Town of Porter
- Bob Carnahan, Town of Cedar Lake
- Lori Latham, City of Gary
- Annette Ludwig, Town of Dyer
- John Matwyshyn, La Porte County Surveyor
- George Topoll, Union Township

Matt Deitchley, representing INDOT, was also present.

Kingsbury and Pines have appointed no representatives to NIRPC.

Staff present included Ty Warner, Talaya Jones, Tom Vander Woude, Charles Bradsky, Denarie Kane, Meredith Stilwell, Candice Eklund, and attorney Dave Hollenbeck.

Public Comment

There were no public comments.

Approval of Minutes

The minutes of the April 16 Full Commission meeting were approved on motion by Tom Schmitt and seconded by Joe Haney.

Leadership – Austin Bonta, Mayor of Portage

Talaya Jones of NIRPC presented the 2025 year-end financial summary. The total revenue collected in 2025 was \$10,081,794.29, with 61% coming from federal agencies. Total expenditures for 2025 were \$10,256,824.37, with just under 66% allocated to transit agency funds, representing the seven subrecipients managed by NIRPC. Kevin Breitzke noted that \$674,000 was appropriated from Lake, La Porte, and Porter Counties. Ty Warner added that in 2024, a legislative change to NIRPC's enabling statute was enacted to right-size local appropriations received from these counties. He explained that the rate of \$0.70 per capita, which had remained unchanged since 1993, had not been increased since that time. He expressed appreciation for the strong support from all three county councils, noting their unanimous approval of the legislation.

Transportation – Kevin Breitzke, Porter County Surveyor

Kevin Breitzke reported that the Transportation Committee met on May 5, 2026, where staff reported an update on the development of the Metropolitan Transportation Plan (MTP), regional profile performance measures for highways, transit, and freight, and performance measures for the active transportation network. The next Transportation Committee meeting is scheduled for August 4, 2026.

The Transportation Committee recommended the resolution below to the Executive Board.

- **Resolution #26-08:** FY 2026-2030 Transportation Improvement Program (TIP), Amendment 26-06.1. The public comment period was held from April 6 through April 27. No comments were received from the public or the Interagency Consultation Group. Tom Schmitt asked about the scope of the project for DES #2300709; Charles will provide it to him after the meeting. On motion by Tom Schmitt and seconded by Bill Emerson, the Executive Board approved Resolution #26-08.

Mitch Barloga presented an original South Shore poster that NIRPC recently received from the Friends of the Marquette Greenway group. Christina Knowski is an environmental artist who assisted in creating the poster. Copies of the poster are available at the Indiana Dunes Visitor Center.

Tom Vander Woude presented an update on the 2050 Metropolitan Transportation Plan (MTP), outlining progress to date, the project timeline, and upcoming expectations. He noted that the MTP is one of NIRPC's core planning documents required of Metropolitan Planning Organizations (MPOs). The plan is a 20-year vision for regional development, identifies project selection for the Transportation Improvement Program (TIP) and the Unified Planning Work Program (UPWP), and provides direction for the region's air quality emissions budget. Key updates to the plan will include incorporating new data, increasing public engagement, updating performance measures, refining technical components, identifying implementation with local governments, and updating the list of significant projects. Preliminary public engagements have begun and are expected to expand throughout the summer; a detailed schedule will be released in the next few weeks. The MTP will be completed by June 2027, when it will be presented to the Commission for adoption. The current plan expires in 2028.

A brief recess was taken to allow Commissioners to participate in an exercise to provide input on a preference table display board for the *NWI 2050+*. Commissioners identified their priority areas on the board that they believe NIRPC should focus on as it updates the MTP. This activity is also used at public engagements.

Gorge Topoll asked if NIRPC staff would be willing to attend a Township Board meeting to discuss the MTP, review the process, and provide feedback. Tom said NIRPC would be happy to do that and extended the offer to any municipality.

INDOT – Matt Deitchley

Matt Deitchley reported on concerns INDOT received during the recent heavy rainstorm that caused isolated flooding on I-80/94, noting that the issue was resolved quickly. He also shared that the Flex Road project will be starting this year, including the installation of fiber-optic lines. The project will take place over the next three years to improve mobility and safety. Matt noted that the Operation Road Wise program, hosted by Indiana LTAP, will be held on June 23 in Plymouth and will focus on improving road safety.

Kevin Breitzke asked whether INDOT anticipates increased enforcement in work zones. Matt said there are currently work zone safety cameras at select locations across the state, with only four active sites at any given time due to strict legislative stipulations. It is anticipated that one of those cameras will be in our area from time to time this summer. He noted that these cameras have dramatically reduced traffic speeds in those areas, which is a great benefit. In addition to camera enforcement, INDOT partners with the Indiana State Police (ISP) and local law enforcement to support enforcement efforts. Anthony Ferraro added that once Governor Braun took office, he organized ISP and brought forth a renewed commitment to traffic safety. In addition to the efforts to improve traffic safety numbers, there has been an increase in the interdiction of illegal activities and noted collaboration with federal partners (Customs and Border Protection (CBP) and Immigration and Customs Enforcement (ICE)) to support enforcement activities, adding that Indiana State Police Superintendent Anthony Scott was doing a fantastic job.

George Topoll reported that the Economy & Place committee has not met since the last Commission meeting. The next Economy & Place meeting is scheduled for July 8.

Environment – Bill Emerson

Bill Emerson reported that the Environment Committee met on May 7 at Purdue University Calumet in Hammond and thanked George Topoll for Chairing the meeting in his absence. The committee provided feedback on environmental performance measures for the MTP 2050 update. Celena Green, NIRPC Economic Recovery Core Fellow, presented on best practices and tools to help communities plan for and manage potential data center sites that benefit local needs and priorities. The next Environment meeting is scheduled for August 6.

Other Business

No other business was discussed

Announcements

Bob Carnahan (Cedar Lake) and George Topoll (Union Township) relayed announcements of various events.

Denarie Kane, NIRPC, shared information about the State of Indiana's recently announced [Keep IN](#) program introduced by Governor Braun. This program is for small business owners who want to sell their businesses. Nationally, about 92% of small businesses close rather than sell or transfer ownership. Most Indiana businesses are owned by people aged 55 or older; these businesses account for 10% of the state's economic output. Northwest Indiana is one of three pilot areas where small business owners can access free services to help with this transition. Ms. Kane asked that Commissioners refer business owners facing this situation to her so she can connect them with the Indiana Economic Development Corporation (IEDC) for assistance with securing a buyer or preparing a succession plan.

Hearing no other business, Austin Bonta adjourned the meeting at 10:02 a.m. The next meeting will be an Executive Board meeting on June 18, 2026. The remaining Full Commission meetings for 2026 are scheduled for July 17 and November 10.

The livestream video recording for this meeting is available on NIRPC's YouTube Channel at [May 21, 2026 Commission Meeting](#).



RESOLUTION 26-09

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION APPROVING AN AMENDMENT TO THE MISSIONSQUARE 457(b) RETIREMENT PLAN

July 16, 2026

WHEREAS, the Northwestern Indiana Regional Planning Commission (the “Commission”) maintains a deferred compensation plan under Section 457(b) of the Internal Revenue Code for the benefit of its employees, which is administered by MissionSquare Retirement; and

WHEREAS, Section 603 of the SECURE 2.0 Act of 2022 (the “Roth Mandate”), as implemented by the Internal Revenue Service, requires that, effective for plan years beginning in 2026, certain catch-up contributions under Section 457(b) be designated as Roth (after-tax) contributions; and

WHEREAS, specifically, participants who have attained age 50, including those eligible for the enhanced catch-up contributions for ages 60 through 63, and whose wages from the Commission in the prior year exceeded \$150,000 (as indexed), are required to make such catch-up contributions on a Roth (after-tax) basis; and

WHEREAS, in order to comply with these requirements and to continue permitting eligible employees to make catch-up contributions under the Plan, the Commission must amend its Section 457(b) plan to allow for Roth (after-tax) contributions;

NOW THEREFORE BE IT RESOLVED, that the Northwestern Indiana Regional Planning Commission hereby approves and authorizes the amendment of its Section 457(b) deferred compensation plan to include a Roth (after-tax) contribution option, as required by Section 603 of the SECURE 2.0 Act of 2022.

Duly adopted by the Northwestern Indiana Regional Planning Commission, this 16th day of July 2026.

Austin Bonta
Chairperson

ATTEST:

David Phelps
Secretary

PART I. BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND LOCHMUELLER GROUP, INC. FOR THE REGIONAL SAFETY ACTION PLAN PROCURED UNDER RFP 26-02.02

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

1.1 CONSTRUCTION OF AGREEMENT:

This agreement consists of seven parts: (1) the basic agreement, (2) scope of work, (3) work plan, (4) schedule of fees, (5) project schedule, (6) Federal clauses, and (7) executed certifications. Each of these parts is hereby made a part of this Agreement. The Commission shall be governed by, and the Contractor Team shall comply with all terms and conditions set forth within all parts of the Agreement.

1.2 DESCRIPTION OF SERVICES PROVIDED BY THE CONTRACTOR:

The Contractor Team shall develop a Regional Safety Action Plan for NIRPC and the counties of Lake, Porter, and La Porte in Indiana to improve roadway safety and significantly reduce or eliminate roadway fatalities and serious injuries within their jurisdictions. The Commission will manage the contract and the project on behalf of its members. The project will involve developing multiple deliverables to inform NIRPC's planning, policies, and practices related to safety. The project is funded by US DOT from the Safe Streets and Roads for All (SS4A) grant program. The Contractor Team shall perform the services in a manner consistent with the degree of skill and care exercised by similar contractors offering like services, to the reasonable satisfaction of the Commission and as provided for in the scope of work and work plan, which is described in **Parts 2 and 3 of this Agreement**.

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

1.3 COMPENSATION:

The Contractor Team shall provide the identified goods and services as noted in Parts 2 and 3 of this Agreement, for a cost not to exceed \$499,600.00, as described in **Part 4 of this Agreement**. Payment for services provided by the Contractor Team will be on a reimbursement basis and in accordance with procedures provided for in the **Terms of Agreement section of this Agreement**.

1.4 TERMS OF AGREEMENT:

The Contractor Team shall commence work hereunder on July 20, 2026, and all services must be completed by December 31, 2027, as described in **Part 5 of this Agreement**.

1.5 PAYMENT PROCEDURES:

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

- (A) The Contractor Team shall submit monthly invoices (based on a calendar year) to the Commission, which are sent in the last week of the month for services rendered for that month.
- (B) The Contractor Team shall include on its invoice the amount due in proportion to the percentage of work completed.
- (C) The Contractor Team shall attach copies of invoices from Sub-contractors utilized in conjunction with this Agreement.
- (D) Invoices shall be accompanied by a narrative progress report describing activities that have been performed and for which reimbursement is being claimed.
- (E) Following its approval of the invoice and related materials submitted by the Contractor Team, the Commission shall make payment. Payment will normally be made within thirty days after said approval.
- (F) All invoices shall be submitted to:
 - Accounts Payable
 - Northwestern Indiana Regional Planning Commission
 - 6100 Southport Road
 - Portage, Indiana 46368

1.6 MODIFICATION PROVISIONS:

This Agreement shall not be modified except in writing, signed by both parties to this Agreement. Further, the parties hereby agree that the Commission may hereby modify **Parts 2 and 3 of this Agreement** by adding, deleting, or modifying tasks, subtasks, schedules, or the content or quantity of products to be produced by the Contractor Team to the extent that such modifications result in no upward or downward cost adjustment.

1.7 TERMINATION:

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

1.8 INDEMNIFICATION:

The Contractor Team agrees to indemnify and hold the Commission, its employees, officers, and agents harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against the Commission arising out of Contractor Team's negligence in the activities to be performed by the Contractor pursuant to the provisions of this Agreement.

1.9 AGREEMENT:

It is hereby agreed and understood by the party's signatory hereto that this Agreement becomes executed when the appropriate signatures are affixed hereto and the date of contract award is established as the _____, day of July, 2026.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

By:

**Tyson Warner
Executive Director**

Date:

Attest:

**Talaya Jones
Director of Finance and Contracting Officer**

LOCHMUELLER GROUP, INC.

By:

**Jessica Clark, P.E.
Northern Indiana Regional Leader**

Date:

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PART II. SCOPE OF WORK

2.1 PROJECT OVERVIEW

The Northwestern Indiana Regional Planning Commission (NIRPC) and the counties of Lake, Porter, and La Porte in Indiana have partnered together to develop a Regional Safety Action Plan to improve roadway safety and significantly reduce or eliminate roadway fatalities and serious injuries within their jurisdictions.

The three counties are responsible for all local roads located outside of incorporated municipalities and collectively maintain 2,388 miles of roadways. Between 2017 and 2021, there were 136 fatal crashes in the unincorporated areas. A crash in an unincorporated area of Northwest Indiana is more than twice as likely to result in a fatality than a crash in a city or town. This is a distinct safety challenge that the counties are partnering to address.

General Project Overview

NIRPC will use an SS4A grant to fund a regional safety action plan to prevent roadway fatalities and serious injuries within Northwest Indiana.

As the lead agency, NIRPC will manage the Contractor Team to develop all aspects of the plan. The four project partners (NIRPC and the three counties) will serve as the selection committee. The four project partners will participate in a committee to oversee the development of the plan and to provide technical reviews of the recommendations. The governing boards of all four partners will be provided with project updates and opportunities for input.

The Contractor Team will perform all the necessary services provided under this contract within the NIRPC region. Work will involve the development of multiple deliverables to be used in informing NIRPC's planning, policies, and practices related to safety. The Contractor Team will conduct monthly project management meetings throughout the duration of the contract. The time, date, location, and format of the meetings will be determined through joint agreement in Task 1 (Project Management Plan). The Contractor Team will attend and present findings in committee, subcommittee, task force, planning team, advisory group meetings, and others critical to the successful performance of this scope of services.

The planning process and deliverables will address the eight components described in the FY24 SS4A NOFO and other SS4A guidance: Leadership commitment and goal setting; Planning structure; Safety analysis; Engagement and collaboration; Equity; Policy and process changes; Strategy and project selections; and Progress and transparency. Within this framework, the plan should, at a minimum, answer the following questions:

- What are the trends for safety in the region?
- Who is most at risk when traveling in the region?
- What aspects of road design, access management, vehicle design, community design, and human behavior or psychology lead to unsafe outcomes?
- What are the most dangerous types of roads and high-risk corridors in the region?
- How do the geographic scales and travel patterns of the region affect safety outcomes?
- How do residents and decision makers view or prioritize safe transportation in the region?
- What are effective tools for minimizing risk and improving roadway safety?
- How can NIRPC focus multi-modal solutions on high-risk corridors?

- What are the unique safety issues of rural and unincorporated areas and what are the unique strategies to address them?
- How can NIRPC's policies and funding programs improve regional safety outcomes, especially related to fatalities and serious injuries?

Drawing upon safety and demographic data analysis along with stakeholder and public engagement, the plan will identify the region's High-Injury Network (HIN) and a High-Risk Network (HRN) and the region's safety needs and propose policies, projects, and strategies to improve safety. Prioritization of these proposals will be guided by a Safe System Approach, stakeholder input, and equity.

The regional plan will analyze the road network of the entire region, including the federal, state, and local systems, but will include two distinct elements: a rural element and an urban element.

The rural element will address the distinct safety issues of the roadway network in the rural portions of the three counties and will be more comprehensive, providing detailed, specific project recommendations, including for safety improvements on corridors that extend across multiple counties.

The urban element will focus more broadly on the safety issues of the urban cities and towns and the unincorporated urban areas of the region but will have sufficient detail to meet the requirements of the safety action plan. Multiple cities and towns within the NIRPC planning area have received SS4A grants and have completed or are in the process of completing a safety action plan. These municipalities represent a significant portion of the urban area. To avoid duplication of work, as a supplemental planning activity, NIRPC and the Contractor Team will coordinate with these communities and consolidate these local plans into the regional plan. Like the rural element, a goal of the urban element is to identify improvements that cross multiple jurisdictions.

The plan will also incorporate other applicable planning documents, including other state, regional, and local plans as applicable. The plan will reference national research (i.e. NCHRP, TRB, FHWA, NACTO, NHTSA, etc.)

This plan will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the region. The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements – land use, regional transit, greenways, or other community factors – to create a comprehensive course of action. The plan will address federal and state regulations (including design guidance as well as performance management goals, measures, and targets) and will promote equitable outcomes.

Specific implementation recommendations will be tailored to the four project partners' distinct jurisdictions and responsibilities: to NIRPC as the MPO and to the counties as the owners and maintainers of the county road network.

The Contractor Team will ensure the satisfactory accomplishment of the tasks described in the Scope of Services. Specific deliverables that must be provided are identified, but the Contractor Team may determine additional deliverables that contribute to the successful completion of the project and meet overall project objectives.

2.2 REGIONAL SAFETY PLAN SCOPE OF WORK

The Contractor Team will provide Regional Safety Plan (RSP) services for the Commission and its members.

Task 1: Project Management & Engagement Plan

In this task, the Contractor Team will provide a plan for clear and consistent project management and public engagement. The Contractor Team will start by developing a Project Management Plan and an Engagement Plan.

The Project Management Plan will include an overall schedule for Tasks 2-6 deliverables, including timeframes for review. Monthly reports will be required to document progress and ensure timeframes are met. The Contractor Team will establish a process to incorporate feedback and input from the Steering committee – composed of key stakeholders; and representatives from partner agencies and organizations – which will be convened up to six (6) times to assist in this planning process.

The Engagement Plan will identify a diverse mix of key stakeholders, such as those from partner agencies, local governments, and community or advocacy groups, as well as the general public to engage throughout the entire process. The Engagement Plan will outline strategies to engage and include communities located throughout the three counties, including in rural areas, as well as communities disproportionately impacted by traffic risks and traditionally underserved by safety efforts. The Engagement Plan will establish an engagement schedule with opportunities for authentic and meaningful public engagement with at least one in-person, public open house in each of the three counties.

The Contractor Team will prepare for and attend a formal public meeting to present final plan to each of the county commissioners during a regular meeting, the NIRPC Transportation Committee, and the NIRPC Board of Commissioners.

No additional work beyond Task 1 will proceed until the Contractor Team has completed and NIRPC has approved these deliverables.

DELIVERABLES:

- Project Management Plan (draft and final)
- Stakeholder Engagement Plan (draft and final)
- Monthly Progress Reports
- In-person presentations to the Transportation Committee
- A presentation of final plan to be made to each of the county commissioners during a regular meeting
- A presentation of final plan to the NIRPC Transportation Committee and the NIRPC Board of Commissioners

Task 2: Practice, Policy, & Plan Review

In this task, the Contractor Team will collect and review current federal and Indiana transportation safety programs, policies, and activities related to roadway and transit safety and provide a summary of the efforts, including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and

efficient methods used to achieve outcomes. The review should identify the metrics used by federal and state agencies to evaluate and select projects for safety-related funding programs and types of projects and strategies. This review should assess the quality and completeness of existing data in order to make recommendations on best analysis strategies, performance measures, and metrics to evaluate and rank project proposals.

Additionally, in this task, the Contractor Team will collect completed and in-progress safety action plans in the NIRPC region. These plans will be summarized and documented for incorporation into the Regional Safety Action Plan.

This task will provide a foundation and structure for later analysis and recommendations. The deliverables from this task will inform the Plan's methodological approach, data analyses, and recommendations in the final report.

DELIVERABLES:

- One or more Technical Memo(s) documenting findings of Task 2

Task 3: Stakeholder Input & Priority Issue Identification

This task will ground the Regional Safety Action Plan with authentic, robust public engagement and input. The task will incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders and those who are most affected by traffic fatalities and serious injuries. The Contractor Team will implement the Engagement Plan (Task 1) to identify safety priorities and to continuously engage both the committees, stakeholders, and the general public. The Contractor Team will prepare a technical memo on priority issues based on a comprehensive understanding of all stakeholder input.

The Engagement Plan (Task 1) will detail specific engagement methods that are uniquely tailored to involve a diverse range of audiences, including consideration of how to reach a diverse range of stakeholders representative of the region's geography and demographics. Activities may include regional public workshops; outreach to community leaders, local decision-makers, and local staff to understand current planning practices and priorities; community-based discussions of multi-modal safety along high-crash corridors and in areas where people are disproportionately impacted; and a variety of opportunities for technical stakeholders and the public to provide comments on draft recommendations. These methods may be conducted using virtual tools, but NIRPC prefers in-person engagement. Both the Contractor Team and NIRPC will determine the best use of virtual tools in achieving representative input. A summary of each engagement opportunity - including the activity, the feedback received, and participants engaged - will inform the final report.

Virtual engagement activities will include:

- Developing and updating key messaging throughout the Plan development process, which will serve as the foundation of outreach materials such as signage, fact sheets, engagement cards, FAQs, meeting fliers, website content, press releases, and sample social media posts.
- A project website with NIRPC branding to share information and track project progress
- Up to two (2) online surveys including interactive mapping
- Flyers advertising the project and online surveys to be posted at county fairs and distributed to other identified entities as discussed during the kick-off meeting

- Up to ten (10) Stakeholder interviews/Focus group meetings per county, including groups to help reach vulnerable populations such as Opportunity Enterprises and/or Tradewinds Services LLC
- Connection with STEM youth programs for gathering input (for example, through Engineers Week activities with ACEC Indiana or the Boys & Girls Club of Northwest Indiana, or similar non-specific school-based function)

In-person engagement activities will include:

- Up to two (2) public open houses for each county (six (6) total open houses)
 - Round 1 Open House: purpose is a “listening session” to present data and gather lived experiences to inform the plan
 - Round 2 Open House: purpose is to present recommendations and solicit feedback

Participation at up to three (3) existing community activities (one per county), such as county fairs or farmers markets

The Contractor Team will conduct one Walk Audit per County comprising of the following activities:

- Coordinate with CLIENT on walk audit organization activities including team organization for each county, observation locations, and date.
- Prepare for the event with crash summaries and audit supplies.
- Each walk audit will be up to eight (8) hours per county event, identifying issues, barriers, and constraints, as well as opportunities and potential mitigation. This may be in-person, virtual using Google Earth Streetview, or a combination of virtual and in-person methods.
- Summarize walk audit process and recommendations in a brief summary report for the Plan appendix and use it to help inform the Plan recommendations.

This Task will run concurrently and in conjunction with Tasks 2 through 5. Early efforts in the process should focus on listening and learning about public concerns. Later efforts may solicit responses to analysis findings and recommendations. Virtual engagement tools must ensure equitable and representative participation but can be used to substitute and expand upon traditional in person methods, including but not limited to virtual public meetings; surveys; online visualizations; and social media tactics to solicit stakeholder feedback.

DELIVERABLES:

- Technical Memo on Priority Issues (draft and final)
- Summary Memo of Walk Audits (draft and final)
- Summary Memos on Stakeholder (technical and general public) Feedback (final)
- Summary of Public Comments on Draft Recommendations (final)

Task 4: Data Analyses

This task will analyze data to provide insight into the trends, causes, and patterns of transportation safety in the NIRPC region. The focus of the plan will be the county road network, not the State highway network. The Contractor Team will use methods and datasets identified in Task 2 to inform the Regional Safety Strategy, including:

- Regional safety trends over time, including crash year, severity, and mode;
- The prevalence of crash types, especially those resulting in serious injuries and fatalities;
- The regional distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics;

- Data that connect prevalent risks and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or location for priority funding, and supporting local project development
- Roadway characteristics, including traffic volume, functional class, speed limit, etc.;
- Environmental characteristics, including land uses, lighting conditions, proximity to transit, etc.;
- Parties involved, including gender, age, etc.;
- Behaviors, including speeding and alcohol impairment.

Data analysis (and final recommendations) will prioritize infrastructure characteristics and engineering interventions, including walkway, bikeway, and roadway designs; intersection or crossing designs; traffic calming and speed management; signage and signalization; transit station and stop design; freight and curbside logistics; and other infrastructure as needed. Analysis and recommendations may examine non-infrastructure characteristics – such as education, outreach programs, etcetera – where supported by evidence. Enforcement activities and strategies may only be included based on guidance from the committees and literature review.

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). The analysis should include all public roadways, transit and pedestrian facilities within the region without regard for ownership. Based on the analysis performed, the Contractor Team will develop both a High-Injury Network (HIN) and a High-Risk Network (HRN) for each of Lake, Porter, and La Porte Counties that excludes Interstate Highways except for at-grade ramp terminals. The Contractor Team will also develop a separate HIN and a separate HRN for Vulnerable Road Users (VRUs). The Contractor Team should examine all of the already completed and in-progress SS4A Plans for their HIN and HRN networks in order to determine if they should also be included in the regional HIN and HRN network for this effort when evaluated in the broader context of the entire 3-county region.

Jurisdictions within the NIRPC area that have already completed or are currently working on SS4A Safety Action Plans include:

- Town of Burns Harbor
- City of Crown Point
- City of East Chicago
- City of Gary
- City of Hammond
- Town of Highland
- Town of Merrillville
- City of Michigan City
- City of Portage
- City of Valparaiso
- City of Whiting
- Town of Munster

- City of Hobart

Within this task, the Contractor Team shall review the methodology and findings with the project committee to ensure that proportionately high crash locations in unincorporated and rural roads are clearly identified and represented in the HIN and HRN, and if necessary, prepare a separate analysis and network for rural areas.

Data will be retrieved for the last five (5) full calendar years from the following sources:

- INDOT
- NIRPC
- National Highway Traffic Safety Administration's (NHTSA) Fatality Analysis Reporting System (FARS)
- Indiana Strategic Highway Safety Plan
- Additional data provided by CLIENT

Additional supplemental data may be retrieved, including:

- Census data for the study area
- Land use data for the study area
- County road centerlines for the study area
- OpenStreetMap centerlines

DELIVERABLES:

- Technical Memo on Data Analysis, Crash & Risk Findings, and methodology for creating HIN and HRN networks (draft and final)
- Comprehensive categorization and listing of regional roadway safety challenge locations.
- Regional HIN network for all modes, one per county
- Regional HIN network for VRU modes (bicycle and pedestrian)
- Regional HRN network for all modes, one per county
- Regional HRN network for VRU modes (bicycle and pedestrian)

Task 5: Regional Safety Action Plan Report

This task will develop recommended actions NIRPC and its partners can take to improve safety outcomes in the region, which will be compiled into a final report. The final report will include a comprehensive set of projects and strategies, shaped by data, best practices, as well as stakeholder input and equity considerations. While the HIN and HRN may include state owned and maintained roadways, recommendations will not be made for these roadways. The recommendations included in the plan will address issues on the county roads that the project sponsors are responsible for maintaining and improving. A list of high priority locations will be provided for each of the three county sponsors. The list of projects and strategies shall be prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The Plan will prioritize evidence-based infrastructure recommendations that address data findings from Task 4 and specific policy and programming recommendations for NIRPC to pursue; enforcement recommendations may only be included after consultation with the committees.

The Plan will incorporate complementary regional and local frameworks for action. The Plan's regional framework will address safety within MPO roles: regional goals and plans; project evaluation and prioritization; funding allocation; regional coordination; and federal performance targets. The

Plan's local framework will establish best practices for local governments in the NIRPC region, including safety-focused project development and "Vision Zero" strategies.

A key outcome of both regional and local frameworks will be estimating and achieving progressively lower roadway fatalities and injuries each year. Based on the Practice, Plan, and Policy Review (Task 2), the Contractor Team will develop strategies consistent with reporting needs for FHWA Safety Performance Targets and Governor's Office of Highway Safety focus areas. Strategies in this task will compare current and alternate methods that support progressively lowering safety targets for crashes located within the MPO boundary.

The final report will summarize data analysis and policy recommendations and incorporate graphical illustrations (Task 6). The final report will be succinct and accessible for the public, elected officials, and practitioners. The Plan shall include methods to measure progress over time, which will provide ongoing transparency with residents and other relevant stakeholders.

DELIVERABLES:

- Regional Safety Strategy report (draft and final)
- Future use of tools:
 - Creating a "living document": to the extent possible, being able to easily update the tools and deliverables to accommodate future growth and traffic patterns

Task 6: Safe Street Visualizations

This task will leverage the findings from the Regional Safety Action Plan to illustrate safety concepts throughout NIRPC's programs and plans. The task will develop materials and illustrations that NIRPC and partners can use in a wide variety of contexts, including through use in local technical assistance projects.

The Contractor Team will develop graphical visualizations, including renderings and presentation materials, that communicate and illustrate proven safety countermeasures, context-sensitive design solutions, multimodal roadway and community typologies, and other recommendations developed in Tasks 2-5. Illustrations will be incorporated into the final Regional Safety Action Plan and will be delivered as files that NIRPC can incorporate into other regional planning documents.

DELIVERABLES:

- Up to 10 graphical visualizations for Safety Countermeasures
 - Photo representations will be identified if more countermeasures need graphical representation
- Include nine (9) project briefs (three per County) inclusive of the following:
 - Mapping of High-crash and Pedestrian injuries
 - Existing Conditions and Safety Challenges
 - Planning and Mobility context
 - Conceptual Safety Design Strategies
 - Conceptual Roadway Typologies, with improvements integrated
 - Implementation Considerations and Potential Phasing
 - Graphics Formatted for Integration into Regional Plans and Presentations
- Up to 3 Conceptual Visualizations of 3 individual projects (assumes one per county)

- All deliverables assume one round of CLIENT review with consolidated, non-conflicting comments

Note: All materials shall be distributed electronically. The Final Report shall be delivered to the Commission as an editable file, e.g., Microsoft Word, InDesign, etc.

The following Tasks 7 and 8 are included for future consideration. They are not part of the scope of work and fee at this time and would require a change order agreeable to all contracted parties:

Task 7: Near-Miss Analysis

Obtain StreetLight or similar data to conduct a “near-miss” analysis reflecting events requiring evasive driving maneuvers. The purpose of this analysis is to determine locations that feel unsafe by drivers but where crashes have not necessarily occurred. Identified locations will help inform the HRN or be identified as “opportunity” projects.

Task 8: Safe Streets & Roads for All Grant Application

Prepare up to three SS4A grant applications, one for each of Lake, Porter, and La Porte Counties. The Contractor Team will perform the following tasks in support of a Safe Streets and Roads for All grant program submission:

- Gather key application data, including:
 - Total applicant jurisdiction population (2020 Census)
 - Total applicant jurisdiction census tract(s)
 - Total applicant jurisdiction count of motor vehicle-involved roadway fatalities from recent 5-year crash history
 - Total applicant jurisdiction average annual fatality rate (per 100,000 population)
 - Percent of population in Underserved Communities Census Tract(s) in project areas using the SS4A Underserved Communities Tool (<https://usdot.maps.arcgis.com/apps/dashboards/9806be8527b14f93be311f0fb57d336e>)
 - Project area fatalities (5-year history)
 - Project area serious injuries (5-year history)
- Prepare a concept plan for the application’s subject location to graphically depict what will be described in the narrative, and to provide a basis for the cost estimate
- Prepare a cost estimate for implementation including
 - design
 - ROW (assessment and sales valuation to determine Land, Improvement, and Damages (LID))
 - utilities
 - construction
 - contingency
- Complete the Supplemental Estimated Budget
- Write a narrative, no longer than 12 pages or otherwise specified in a future Notice of Funding Opportunity (NOFO), that responds to all the requirements outlined in the NOFO, including:
 - Overview
 - Location

- Response to Merit Criteria
 - Safety Need
 - Safety Impact
 - Implementation Costs
 - Engagement and Collaboration
 - Project Readiness
- Complete Self-Certification Eligibility Worksheet
- Attend up to five (5) meetings with CLIENT (virtual) to discuss key milestones and project progress

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PART III. WORK PLAN

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Project Understanding

The Lochmueller Team is uniquely positioned to support NIRPC in developing a Regional Safety Action Plan (RSAP) that reflects the region's priorities, safety risks, and diverse community perspectives while satisfying SS4A Action Plan requirements and supporting future implementation funding competitiveness.

Lochmueller has completed 13 Safety Action Plans, including five multi-county or MPO-led efforts requiring coordination across jurisdictions, consolidation of local plans, and alignment of regional goals, policy, and implementation strategies. Additionally, Toole has authored dozens of Vision Zero and Safety Action Plans for municipalities, counties, and MPOs and has amassed a vast toolbox of practical strategies to support regional and interagency collaboration.

These plans have resulted in implementable project lists, prioritization frameworks, and policy and process recommendations to help clients transition from planning to funding and delivery.

We understand the RSAP must do more than meet federal requirements. It must create a meaningful exchange of ideas, identify regional safety challenges, and advance implementable solutions. At the same time, the plan must be structured to document the elements required of an SS4A Action Plan (leadership and goal-setting, planning structure, safety analysis, engagement and collaboration, equity considerations, policy and process recommendations, strategy and project identification, and implementation and progress tracking). The plan will directly answer the key questions identified in the RFP regarding trends, who is most at risk, systemic contributors to unsafe outcomes, and how NIRPC's policies and funding programs can improve regional safety outcomes. The plan process will move efficiently from analysis to implementation by aligning data, community input, and funding priorities within a transparent and repeatable decision-making framework.

The NIRPC region includes urban centers, suburban growth areas, and extensive rural roadway networks. Between 2017 and 2021, 136 fatal crashes occurred in unincorporated areas, where crashes are more than twice as likely to result in a fatality compared to incorporated areas. This disparity highlights the importance of addressing systemic safety risks across all roadway types while prioritizing communities and locations with the greatest need.

Our approach will address both rural and urban conditions, with analytic methods and recommended countermeasures tailored to the differing characteristics of county roadways, municipal contexts, and multimodal travel environments across Lake, Porter, and La Porte Counties.

Grounded in the Safe System framework, our approach aligns with NIRPC's Engage NWI Public Participation Plan. We will ensure public participation is continuous, inclusive, and occurs early in the planning process so input meaningfully shapes outcomes prior to plan adoption. This approach emphasizes practical innovation by focusing on how data, stakeholder input, and proven safety strategies can be integrated to support transparent, data-informed decision-making. The resulting plan will function as both a regional strategy document for NIRPC and a practical implementation tool for NIRPC, Lake County, Porter County, and La Porte County, with recommendations tailored to the distinct responsibilities of each project partner.

We understand NIRPC is seeking a consultant team that can deliver more than a technically sound report. NIRPC needs a consultant that can coordinate effectively across multiple partner agencies, produce clear, review-ready deliverables, document a defensible methodology for identifying the High Injury Network (HIN) and High Risk Network (HRN), and provide a Regional Safety Action Plan that can be integrated into MPO planning, project prioritization, funding decisions, and performance management. The Lochmueller Team is ready to meet your needs and support NIRPC and its partners on your path to zero roadway fatalities and serious injuries.

Task 1: Project Management + Engagement Plan

Effective project management will be critical to the success of this project. Cheryl Franks, our project manager, is adept at building consensus, establishing shared expectations, and efficiently delegating tasks. Known for managing complex projects with many stakeholders to deliver successful processes and products on time and on budget, Cheryl will be your primary point of contact. She will lead regularly scheduled coordination meetings and ensure the project runs smoothly from start to finish, remaining on time and on budget.

Our Project Management Plan will define roles, responsibilities, communication protocols, and a detailed schedule for all tasks and deliverables. Bi-weekly coordination meetings and monthly progress reports will ensure transparency, accountability, and consistent alignment with NIRPC and project partners. The Project Management Plan will also identify tasks led by the consultant team, tasks led by NIRPC staff, and tasks requiring shared coordination with the county partners. This will provide a framework for decision-making, review cycles, meeting preparation, data exchange, and schedule management throughout the project.

Task 1: Project Management + Engagement Plan (continued)

A Project Committee will be established consisting of representatives from NIRPC, the three counties, and key partners. This committee will be convened at key milestones throughout the planning process, meeting or exceeding the RFP expectations for committee involvement and feedback. A structured feedback loop will be implemented to document input, track responses, and incorporate revisions into deliverables. We anticipate using this committee to review key milestones including existing conditions and policy review findings, draft methodology and network outputs, priority issues, draft recommendations, and the draft RSAP.

Lochmueller will implement a structured QA/QC process to ensure all deliverables meet high standards of accuracy and clarity. Each deliverable will undergo internal technical review, editorial review, and project management oversight prior to submission. Reviews will verify consistency with RFP requirements, technical accuracy, and alignment with stakeholder input. The task lead will complete a technical self-check, an independent senior reviewer will confirm technical accuracy and consistency with SS4A and RFP requirements, and a final editorial review will confirm document quality, readability, completeness, freedom from errors, omissions, and typos. Review comments will be documented and resolved prior to submission through a comment disposition process managed by the project manager.

Public participation will be integrated throughout all phases of the project and will reflect the Engage NWI participation spectrum of Inform, Consult, Involve, and Collaborate.

Each major task will include a defined participation goal, with this RSAP placing strong emphasis on Involve and Collaborate to ensure the general public and stakeholders directly shape plan development from project scoping through recommendations.

Engagement strategies will include:

- + **Inform:** Providing accessible, objective information through project webpages, fact sheets, newsletters, and NIRPC communication channels including social media, livestreamed meetings, and email updates.
- + **Consult:** Gathering feedback through surveys, comment forms, and public meetings at key decision points.
- + **Involve:** Working directly with communities through focus groups, targeted outreach, and corridor-level discussions to ensure concerns and ideas are consistently understood and considered.
- + **Collaborate:** Partnering with stakeholders, agencies, and committees to shape strategies, refine recommendations, and inform implementation.

We will prioritize outreach to traditionally underrepresented populations and emphasized places, including areas with higher proportions of low-income populations, minority communities, older adults, zero-car households, and individuals with disabilities.

To meet people where they are, we will utilize:

- + Out and Abouts to directly engage residents and organizations
- + Pop-Up Events at existing community activities
- + Formal meetings and open houses in each county
- + Accessible, ADA-compliant engagement formats with accommodations as needed

We will evaluate engagement effectiveness by tracking participation across the region, documenting geographic coverage, and assessing the extent to which engagement reflects Involve and Collaborate participation levels, consistent with Engage NWI evaluation practices. The Stakeholder Engagement Plan will identify target audiences, engagement tools, responsibilities, and how input will be documented and incorporated into plan development. It will also distinguish between technical stakeholder engagement, partner agency coordination, and general public engagement so each audience is engaged at the right time and in the right format.

DELIVERABLES: Draft and final Project Management Plan, a draft and final Stakeholder Engagement Plan, monthly progress reports, and in-person presentations to the Transportation Committee and/or Commission at key milestones identified with NIRPC.



Task 2: Policy and Plan Review

We will review existing safety plans, policies, and programs to establish a strong foundation for the RSAP. This includes federal and state initiatives, Indiana transportation safety activities, and completed or ongoing Safety Action Plans within the NIRPC region, including Valparaiso and Michigan City, which we have completed or are currently advancing.

Rather than duplicating these efforts, we will systematically evaluate and synthesize these plans to develop a cohesive regional framework. This process will identify common priorities, gaps, and opportunities for coordination across jurisdictions, with a focus on where regional alignment can strengthen implementation. The review will include, as applicable, NIRPC regional plans and policies; county and local plans; bicycle, pedestrian, transit, and ADA-related plans; Complete Streets or context-sensitive design policies; relevant INDOT and state safety plans; and previously completed or ongoing local Safety Action Plans. This review will identify where existing documents already support SS4A Action Plan elements and where the RSAP must fill gaps or create consistency across the region.

The review will assess which strategies and programs have demonstrated measurable safety outcomes and how agencies are applying performance measures and evaluation criteria to guide investment decisions. This includes identifying how federal and state programs prioritize projects, as well as the types of strategies that are most competitive for implementation funding. We will also review how safety is currently incorporated into NIRPC's planning, programming, and funding processes so the RSAP can provide recommendations that are practical to integrate into MPO decision-making.

Findings from this task will directly inform subsequent analysis, stakeholder engagement, and prioritization efforts by establishing a consistent set of policy considerations, performance metrics, and best practices to guide the development of recommendations. They will be documented in technical memorandums consistent with RFP deliverables and used to guide subsequent tasks.

Task 3: Public Engagement

Stakeholder and public engagement will be a continuous and integrated process used to identify regional safety priorities, validate technical findings, and inform the development of implementable recommendations. It will be dynamic, inclusive, and multi-platformed, utilizing digital, print, and in-person strategies to reach a broad and representative audience of community residents and stakeholders.

Engagement activities will be designed to reach people of all ages and abilities, ensuring the plan reflects the needs of the entire region. Efforts will reflect Engage NWI's emphasis on early participation and inclusive outreach.

From the outset, the Lochmueller Team will establish and maintain a dedicated project website coordinated with NIRPC preferences and branding requirements to share information, track progress, and provide a central resource for stakeholder engagement.

Once a brand and website are established, we will undertake:

- + Regional workshops and public open houses in each county
- + Stakeholder interviews with local agencies, decision-makers, and community organizations
- + Coordination with engineers, planners, and local staff to understand current planning practices, local priorities, and implementation constraints
- + Virtual engagement tools such as surveys and interactive mapping

Technical stakeholder outreach will include county highway departments, municipal engineering and planning staff, law enforcement, public health partners, schools, freight and transit stakeholders, emergency response representatives, advocacy organizations, and other regional partners identified with NIRPC. General public outreach will be designed to capture location-specific concerns, perceptions of risk, travel behavior, and feedback on draft strategies and countermeasures.

Targeted outreach will focus on communities disproportionately impacted by traffic safety risks and historically underrepresented in planning processes. Engagement will be conducted in convenient and accessible locations, including emphasized places and high-risk corridors. Outreach techniques will be selected to reach both urban residents and residents of lower-density and rural areas, recognizing that participation barriers, travel patterns, and safety concerns may differ across the region.

All stakeholder and public input will be documented and synthesized into a Technical Memorandum on Priority Issues. In alignment with Engage NWI, the project will communicate how input from the general public and stakeholders shaped safety priorities and influenced plan development.

Findings from stakeholder input will be integrated with technical analysis to ensure identified priorities are supported by both community insight and data-driven evidence, creating a consistent basis for prioritization and implementation strategies. Where stakeholder input and data findings differ, the team will work with NIRPC and stakeholders to evaluate tradeoffs and establish prioritization criteria.

Deliverables: Draft and final Technical Memorandum on Priority Issues, final summary memoranda on stakeholder and public feedback, and a final summary of public comments on draft recommendations, consistent with the RFP deliverables.

Task 4: Data Analysis

The data analysis and review effort will establish a strong foundation for the Regional Safety Action Plan by compiling, organizing, and synthesizing existing information relating to transportation safety in the unincorporated areas in the NIRPC region. Toole will lead this task, leveraging their experience working with Indiana crash data, and in synthesizing local and county datasets into a regional level database.

Task 4.1 Data Collection and Organization

To begin the data analysis task, Toole Design's Data Science team will gather crash data from INDOT's database and other relevant data from sources such as the National Highway Traffic Safety Administration's (NHTSA) Fatality Analysis Reporting System (FARS), the Indiana Strategic Highway Safety Plan, and other data provided by NIRPC and its partner agencies. The team will also download other critical and relevant data such as Census data, land use data, and County road centerlines, which can be supplemented with open-source resources such as OpenStreetMap. Upon receiving the needed data, the team will perform data checking, data cleaning, and data consolidation to create a regional relational database for this project. To fill gaps, the team will propose assumptions based on existing data that we will agree on with the project management team prior to analysis.

Task 4.2 Descriptive Crash Analysis

Using the developed project database, Toole will perform descriptive crash analysis for crashes on all roadways (excluding interstate highway mainline segments) in the region to create a high-level assessment of existing conditions and historical trends of fatalities, serious injuries, and safety risk. Crash data will be used in conjunction with other data to help form a better and more comprehensive understanding of the built environment where crashes have happened or might be happening.

The descriptive crash analysis will be conducted from the following perspectives, focusing on killed and serious injury (KSI) crashes:

- + Crash trends, including crash year, severity, and mode
- + Crash causation, including the first harmful event for different modes of crashes
- + Parties involved, including gender, age, etc.
- + Behaviors, including speeding, alcohol impairment
- + Roadway characteristics, including traffic volume, functional class, speed limit, etc.
- + Environmental characteristics, including land uses, lighting conditions, proximity to transit, etc.

Task 4.3 High Injury Network

The development of a HIN is a key element of a safety plan to identify where historic crashes have occurred at the greatest density and severity. Toole will use a sliding windows analysis to develop the HIN and place the greatest weight on fatal and severe injury (FSI) crashes.

Task 4.3 High Injury Network (continued)

These two aspects of Toole's approach, the sliding windows analysis and the focus on FSI crashes, result in clearly identified problem corridors that lend themselves to follow-up planning and investigation. Toole's experience with sliding windows analysis pre-dates their work on development of the Safer Streets Priority Finder (version 1.0) in 2021. Toole has refined and improved on that methodology and is currently working on the update to the Safer Streets Priority Finder, which will be released later this year. The team will develop a HIN for all crashes, as well as for specific vulnerable road user modes.

Task 4.4 High Risk Network

Our team will complement the foundational, reactive analysis of the HIN with a proactive, systemic safety analysis through development of a HRN, identifying locations with elevated potential for future crashes, even where serious crashes have not yet occurred. The HRN will incorporate crash history, roadway characteristics, land use, traffic volumes, and other predictive risk factors to identify systemic safety concerns. This approach is especially valuable in rural areas where severe crashes may be infrequent but underlying risks remain present. By looking beyond past crash locations, agencies can proactively address conditions likely to contribute to future crashes. Similar to the HIN, the HRN will be developed for all crashes and tailored to specific vulnerable road user groups.

Task 4.5 Additional Analysis

The HINs and HRNs developed by our team will be compared to the already-completed and in-progress HIN and HRN networks for the jurisdictions in the NIRPC area to assess if they should also be included in the regional HIN and HRN networks. The final HIN and HRN networks will be overlaid with underserved community data to include equity as a factor in ranking corridors and intersections during later tasks. The HIN and HRN will also be overlaid with up to three other spatial data sources as directed by the project management team. Potential data overlays could include transit service areas, rural or suburban areas or other spatial data sources either publicly available or provided by NIRPC. This methodology will be designed to provide a consistent, regionwide evaluation of safety.

Beyond identifying crash locations, these analyses will connect trends and risk factors to policy, funding, and programming decisions. This will enable NIRPC to prioritize investments that achieve measurable reductions in fatalities and serious injuries and align with federal performance expectations.

DELIVERABLES: Draft and final Technical Memo on Data Analysis, Crash and Risk Findings, and HIN/HRN methodology; a comprehensive categorization and listing of regional roadway safety challenge locations; and regional HIN and HRN outputs for all modes and for vulnerable road users.

Task 5: Regional Safety Action Plan Report

The RSAP will provide a comprehensive, actionable framework that translates technical analysis into a clear decision-making process supporting NIRPC's project prioritization, funding allocation, and performance tracking responsibilities. The RSAP will include distinct considerations for rural and urban safety challenges to reflect the differing conditions, risk factors, and implementation strategies across the NIRPC region.

Recommendations will be developed by integrating data analysis, stakeholder input, equity considerations, and funding eligibility. This process will include defining screening criteria, scoring potential projects, and refining priorities in coordination with NIRPC and project stakeholders. It will guide decisions such as identifying priority corridors and focus areas, screening and scoring potential projects, and aligning strategies with SS4A and other funding programs to ensure they are both impactful and implementable.

The plan will include:

- + A prioritized list of strategies and projects
- + Short-, mid-, and long-term implementation timelines
- + Infrastructure, policy, and programmatic recommendations
- + Regional and local implementation frameworks
- + Performance measures aligned with federal and state targets

The regional framework will be structured to inform decision-making within existing MPO processes and programs and directly support NIRPC's responsibilities, including project evaluation, funding allocation, regional coordination, and performance tracking.

The local framework will provide actionable guidance tailored to Lake County, Porter County, and La Porte County, with implementation recommendations that reflect each partner's roadway responsibilities, policy authority, project delivery role, and safety priorities.

Recommendations will be positioned to support implementation and competitiveness for funding programs such as SS4A implementation funding and other applicable safety funding programs, while also supporting evidence-based investment decisions and performance reporting. In addition to regionwide strategies, the RSAP will identify partner-specific actions for NIRPC and each county, including potential policy and process changes, programmatic actions, candidate project types, sequencing considerations, and funding pathways.

Consistent with Engage NWI, the RSAP will include a formal public comment process. Public comment periods will be conducted in accordance with NIRPC policy, and a Public Comment Report will document all feedback and clearly describe how comments influenced plan recommendations.

The final plan will be organized to document the SS4A-required Action Plan components and support ongoing monitoring, transparency, and decision-making through implementation matrices, maps, summary graphics, and performance measures that NIRPC and its partners can readily use. The report will include a concise safety analysis summary, identification of emphasis areas and priority populations and places, recommended strategies and projects, implementation responsibilities, performance measures, and next steps for integrating the plan into NIRPC and county processes.

DELIVERABLES: Draft and final Regional Safety Action Plan.

Task 6: Safe Street Visualizations

Similar to Safety Countermeasure Toolboxes we have created for numerous other projects, we will develop visual materials to include:

- + Context-sensitive improvements for rural and urban roadways
- + Multimodal corridor and intersection treatments
- + Applications of proven safety countermeasures

These materials will be designed for use across NIRPC programs, including technical assistance efforts, funding decisions, and future planning initiatives. In coordination with NIRPC, the visualizations will be selected to illustrate priority countermeasures that respond to the most significant risk patterns identified through technical analysis and stakeholder input.

Delivering a Plan to Drive Action

Lochmueller's approach reflects our commitment to delivering technically rigorous and implementable Safety Action Plans. Our experience with multi-county and MPO-led plans enables us to effectively coordinate across jurisdictions, integrate local efforts, and align safety strategies with funding and policy decisions.

By aligning data, stakeholder input, and funding priorities through a structured and transparent prioritization process, this RSAP will provide NIRPC with a decision-making framework supporting measurable safety improvements. The final RSAP will be structured for adoption, immediate implementation, and funding readiness, enabling NIRPC and its partners to move efficiently from planning to funding, project development, and delivery.

PART IV. SCHEDULE OF FEES

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Traffic Engineering & Planning

Project Name: Regional Safety Action Plan
Client: NIRPC
Lochgroup Project No.: 126-3047-00P

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION								TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Senior Project Manager II	Transportation Planner IV	Transportation Planner II	Transportation Planner I	Senior Engineer I	Graphic Designer	Toole Design Group		
DIRECT LABOR										
Task 1: PMP & SEP									240	\$52,797.67
1.1 PMP	2026	4	4						8	\$1,836.00
1.2 SEP	2026	4	4						8	\$1,836.00
1.3 Monthly Mtgs	2027	17		17		17			51	\$11,095.56
1.4 Transportation Committee Mtgs (6)	2027	25		13		12		72	122	\$24,426.40
1.5 QAQC	2027	20							20	\$5,698.00
1.6 Monthly Project Administration	2027	17							17	\$4,843.30
1.7 Final Presentation Meetings	2027	8		6					14	\$3,062.42
Task 2: Policy & Plan Review								155	159	\$26,640.00
2.1 Gather & Review Docs	2026	1							156	\$275.00
2.2 Summarize Docs	2026	1							1	\$275.00
2.3 Assess strategies/programs/KPIs/etc.	2026	1							1	\$25,815.00
2.4 Technical Memoranda	2026	1							1	\$275.00
Task 3: Public Engagement									978	\$168,489.34
3.1 Website launch & maintenance	2026		4	20					24	\$3,256.00
3.2 Online Survey (2 surveys)	2026	2	4	20					26	\$3,806.00
3.3 Virtual engagement tools	2027	2	8	40					50	\$7,316.23
3.4 Stakeholder/focus group mtgs	2027	8		90		60			158	\$28,262.08
3.5 Community events	2027	4		40	48	24		24	140	\$21,457.52
3.6 Public Open Houses	2027	72		128	72	72			344	\$62,358.91
3.7 Walk Audits	2027	24	8	48	32	28			140	\$24,851.57
3.8 Youth programs	2027	4		16		12			32	\$6,075.10
3.9 Technical Memoranda	2027	4		40		20			64	\$11,105.92
Task 4: Data Analysis									545	\$91,854.00
4.1 Data Collection & Organization	2026	2	2	2				53	59	\$10,154.00
4.2 Descriptive Crash Analysis	2026	2	4	4				106	116	\$19,358.00
4.3 High Injury Network	2026	2	4	4				137	147	\$24,786.00
4.4 High Risk Network	2026	2	4	4				147	157	\$26,726.00
4.5 Additional Geographic Analysis	2026	2	2	2				60	66	\$10,830.00
Task 5: Regional Safety Action Plan Report									725	\$118,607.64
5.1 Prioritized list of strategies & projects	2027	2	4	24		6		115	151	\$25,018.62
5.2 Short-, mid-, long-term implementation strategies	2027	2	16	24		2		42	86	\$14,343.14
5.3 Policy & programmatic recs	2027	2	8	16					26	\$4,183.37
5.4 Regional and local impl. Frameworks	2027	4	8	24					36	\$5,797.46
5.5 Urban and Rural frameworks	2027	4	12	24					40	\$6,559.95
5.6 Performance measures	2027	2	8	8					18	\$3,139.08
5.7 Formal public comment process; Public Comment Report	2027	2	8		16				26	\$3,885.00



Traffic Engineering & Planning

Project Name: Regional Safety Action Plan
 Client: NIRPC
 Lochgroup Project No.: 126-3047-00P

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION								TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Senior Project Manager II	Transportation Planner IV	Transportation Planner II	Transportation Planner I	Senior Engineer I	Graphic Designer	Toole Design Group		
DIRECT LABOR										
5.8 Integration into NIRPC/County processes	2027	4	12	16		2			34	\$5,990.15
5.9 Draft RSAP	2027	8	40	120		8		90	266	\$42,656.43
5.10 Final RSAP	2027	4	12	24		2			42	\$7,034.44
Task 6: Safe Street Visualizations									246	\$35,173.20
6.1 Countermeasure Visualizations	2027	1	1					24	26	\$4,735.52
6.2 Project Briefs	2027	2	4	80					86	\$11,775.18
6.3 Conceptual Visualizations	2027	2	4	8			120		134	\$18,662.50
Total Hours	ECI	268	185	862	168	265	120	1,025	2,893	\$493,561.85
2026 Hourly Billing Rate		\$275.00	\$184.00	\$126.00	\$108.00	\$229.00	\$131.00	\$0.00		
2027 Hourly Billing Rate	3.6%	\$284.90	\$190.62	\$130.54	\$111.89	\$237.24	\$135.72	\$0.00		
2028 Hourly Billing Rate	3.6%	\$295.16	\$197.49	\$135.24	\$115.92	\$245.78	\$140.60	\$0.00		
2029 Hourly Billing Rate	3.6%	\$305.78	\$204.60	\$140.10	\$120.09	\$254.63	\$145.66	\$0.00		
Total Labor Cost										\$493,561.85
DIRECT EXPENSES	No.	Unit		No.	Unit	Rate				
Mileage (Site)	40	Trips x		100	Mi./Trip x	\$0.725				
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.725				
Lodging		Rooms x			Nights x	\$150.00				
Per Diem		Staff x			Days x	\$41.00				
SUBCONSULTANT FEES										
Direct expenses							\$3,102.00			
							\$0.00			
Total Expense Cost									\$6,002.00	
TOTAL FEE:									\$499,600.00	



2026 HOURLY RATE SCHEDULE

ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

3D Visualization	\$143.00		IT Systems Specialist	\$177.00
Administrative Assistant	\$91.00		Landscape Architect	\$144.00
Client Manager	\$197.00		Lead Utility & Rail Coordinator	\$172.00
Construction Engineer I	\$125.00		Professional Surveyor IV	\$210.00
Construction Engineer II	\$176.00		Project Controls Specialist I	\$166.00
Construction Engineer III	\$194.00		Project Controls Specialist II	\$267.00
Construction Inspector I	\$106.00		Project Engineer I	\$144.00
Construction Inspector II	\$128.00		Project Engineer II	\$155.00
Construction Proj Supervisor I	\$143.00		Project Engineer III	\$184.00
Construction Proj Supervisor II	\$170.00		Project Engineer IV	\$203.00
Engineering Designer I	\$117.00		Project Liaison	\$200.00
Engineering Designer II	\$141.00		Realty Specialist	\$102.00
Engineering Designer III	\$154.00		ROW Services Specialist	\$168.00
Engineering Designer IV	\$175.00		Senior Appraiser	\$171.00
Engineering Intern I	\$114.00		Senior Engineer I	\$229.00
Engineering Intern II	\$119.00		Senior Engineer II	\$254.00
Engineering Intern III	\$131.00		Senior Environmental Scientist	\$185.00
Engineering Technician I	\$86.00		Senior Landscape Architect	\$148.00
Engineering Technician II	\$96.00		Senior Project Manager I	\$233.00
Engineering Technician III	\$152.00		Senior Project Manager II	\$275.00
Environmental Geologist	\$173.00		Senior Project Manager III	\$339.00
Environmental Scientist I	\$117.00		Senior Project Manager IV	\$358.00
Environmental Scientist II	\$126.00		Senior Transportation Planner II	\$209.00
Environmental Scientist III	\$145.00		Student Intern	\$61.00
Environmental Scientist IV	\$164.00		Survey Party Chief II	\$120.00
Environmental Specialist I	\$94.00		Survey Party Chief III	\$139.00
Environmental Specialist II	\$111.00		Survey Technician	\$85.00
Environmental Specialist III	\$127.00		Transportation Planner I	\$108.00
Environmental Technician III	\$114.00		Transportation Planner II	\$126.00
Field/Lab Technician I	\$88.00		Transportation Planner III	\$141.00
Graphic Designer	\$131.00		Transportation Planner IV	\$184.00
Hist/Sec 106 Specialist II	\$104.00		Utility & Rail Coordinator I	\$114.00
Hist/Sec 106 Specialist III	\$137.00		Utility & Rail Coordinator II	\$132.00
Hist/Sec 106 Specialist IV	\$184.00		Utility & Rail Support	\$108.00

TRAVEL TIME for survey crews will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

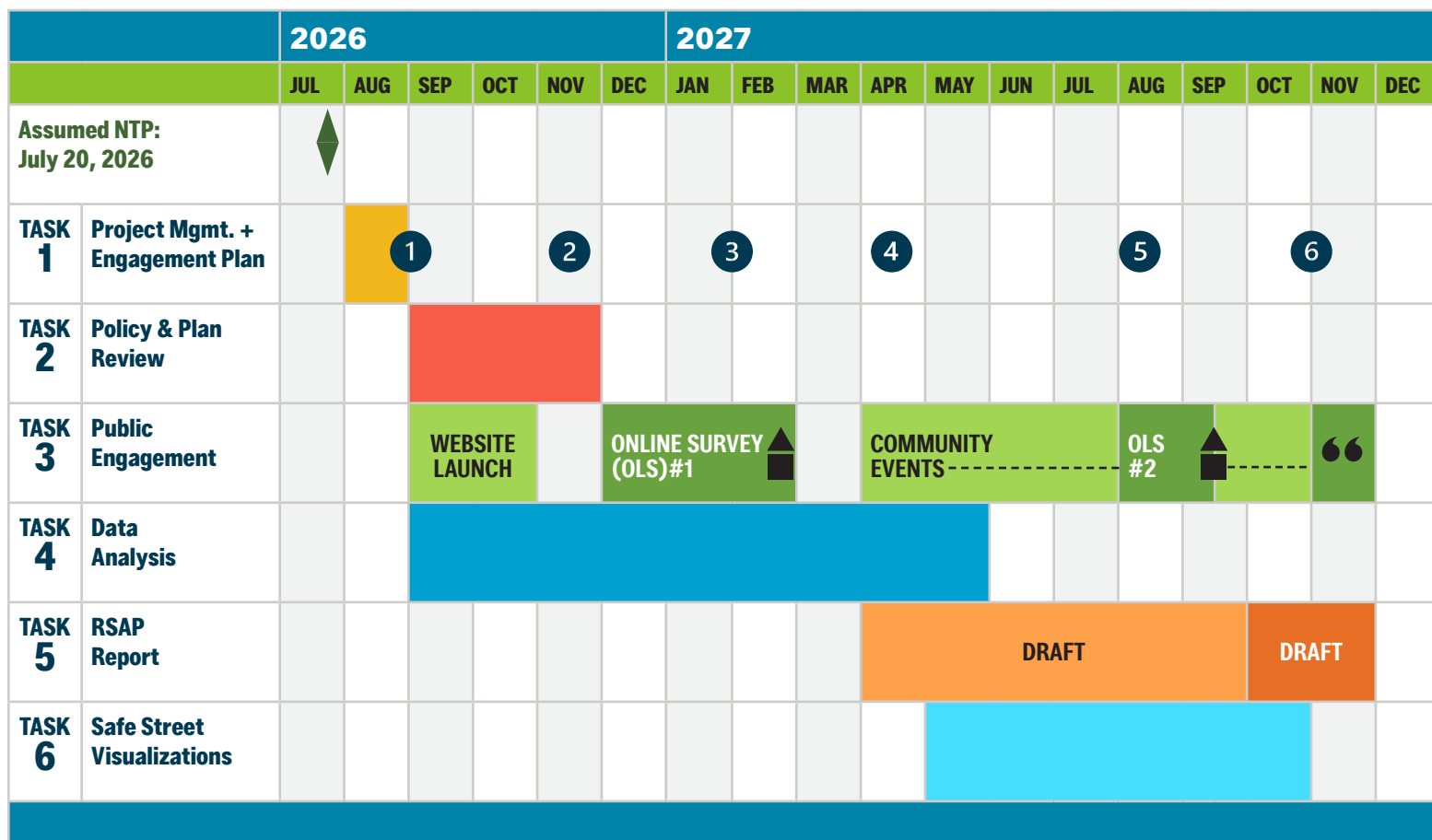
DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

PART V. PROJECT SCHEDULE

[remainder of page intentionally left blank]



Bi-weekly progress meetings throughout the project

TRANSPORTATION COMMITTEE MEETINGS

▲ PUBLIC OPEN HOUSES

“ PUBLIC COMMENT

1. Kick-off Meeting
2. Policy/Plan Review Findings/Feedback;
Engagement update
3. Data Analysis Findings/Feedback;
Engagement update
4. Selection Matrix Finalization
5. Draft Recommendations;
Engagement update
6. Draft RSAP Review/Feedback;
Engagement update

PART VI. FEDERAL CLAUSES

GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FHWA CONTRACTS

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

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

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

1.3. Audits. The CONTRACTOR acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

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

1.5. Certification for Federal-Aid Contracts Lobbying Activities. The CONTRACTOR certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONTRACTOR has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CONTRACTOR also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

1.6. Compliance with Laws.

A. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CONTRACTOR to determine whether the provisions of this Agreement require formal modification.

B. The CONTRACTOR and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CONTRACTOR has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CONTRACTOR shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CONTRACTOR is not familiar with these ethical requirements, the CONTRACTOR should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CONTRACTOR or its agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Agreement immediately upon notice to the CONTRACTOR. In addition, the CONTRACTOR may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The CONTRACTOR warrants that the CONTRACTOR and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

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

G. As required by IC §5-22-3-7:

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

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

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

(B) the CONTRACTOR will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

- (2) The CONTRACTOR and any principals of the CONTRACTOR certify that an affiliate or principal of the CONTRACTOR and any agent acting on behalf of the CONTRACTOR or on behalf of an affiliate or principal of the CONTRACTOR, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

1.7. Debarment and Suspension.

A. The CONTRACTOR certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONTRACTOR.

B. The CONTRACTOR certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The CONTRACTOR shall immediately notify the Commission if any subcontractor becomes debarred or suspended, and shall, at the Commission's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

1.8. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONTRACTOR hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONTRACTOR will give written notice to the Commission within ten (10) days after receiving actual notice that the CONTRACTOR, or an employee of the CONTRACTOR in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CONTRACTOR certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the

penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

C. The CONTRACTOR shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

1.10. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

1.11. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

1.12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

1.13. Indemnification. The CONTRACTOR agrees to exculpate and hold harmless the State of Indiana, INDOT, the Commission and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the CONTRACTOR, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. The Commission shall not provide indemnification to the CONTRACTOR.

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

1.14. Independent Entity: Workers' Compensation Insurance. The CONTRACTOR is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

1.15. Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

1.16. Non-Discrimination.

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the Commission and any applicant or employee of the CONTRACTOR or any subcontractor.

Under IC 22-9-1-10 the CONTRACTOR covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CONTRACTOR understands that the Commission is a recipient of federal funds. Pursuant to that understanding, the CONTRACTOR agrees that if the CONTRACTOR employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONTRACTOR will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONTRACTOR shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of the Commission to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

1. Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses furnish this information, the CONTRACTOR shall so certify to

the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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

6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

1.17. Penalties, Interest and Attorney's Fees. The Commission will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

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

1.19. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

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

1.21. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

1.22. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

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

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

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

1.24. 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).

1.25. 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.

1.26. 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. FHWA, INDOT, and the Commission 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.

1.27. 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 Federal Highway Administration (FHWA);

- (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 FHWA 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.

1.28. 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.

1.29. 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, 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.

1.30. 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.

1.31 General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. The headings are inserted for convenience only and do not constitute part of this Agreement.

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PART VII. EXECUTED CERTIFICATIONS

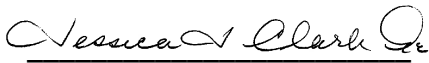
- Compliance with Federal Requirements
- Compliance with Debarment and Suspension
- Certifications Regarding Lobbying
- Non-Collusion Affidavit
- No Investment in Iran
- Employment Eligibility Verification

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5.1. Compliance With Federal Requirements

CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

Lochmueller Group, Inc. (Proposer) certifies that it can comply with the Federal requirements and conditions as outlined in this document.



Signature

Northern Indiana Regional Leader
& Authorized Negotiator

Title

05/28/2026

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

Jessica Clark, Northern Indiana Regional
Leader & Authorized Negotiator

Name and Title of Proposer's Authorized Official

05/28/2026

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

Jessica Clark, Northern Indiana Regional
Leader & Authorized Negotiator

Name and Title of Proposer's Authorized Official

05/28/2026

Date

5.4 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, 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 or she 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.

Jessica Clark

Printed Name of Proposer



Signature of Proposer

05/28/2026

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 **Lochmueller Group, Inc.**

Signed: 

Printed Name: Jessica Clark

Title: Northern Indiana Regional Leader

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 **Lochmueller Group, Inc.**

Signed: 

Printed Name: Jessica Clark

Title: Northern Indiana Regional Leader

Date: 05/28/2026

Economy & Place Committee
April 8, 2026
Meeting Minutes

Chairman George Topoll began the Economy & Place Committee meeting with the pledge of allegiance and introductions.

Voting members: George Topoll, John Matwyshyn, Joe Wszolek, Gary Johnson.

Guests attending: Michele Murday Pariso, David Wellman, Erica Dombey.

NIRPC staff: Eman Ibrahim, Tom Vander Woude, Stephen Hughes, Grace Benninger, Kathy Luther, Scott Weber, Meredith Stilwell.

On motion by Joe Wsolek, seconded by Gary Johnson, October 8, 2025, minutes were approved with the correction of the misspelling.

Presentation: 2026 NWI RDA Development Catalyst Grant

Dave Wellman, Director of Communications for the Regional Development Authority (RDA), presented an overview of the newly launched Development Catalyst Grant. The RDA is committing \$250,000 to the program, with individual grants ranging from \$15,000 to \$75,000. The funding is intended to help local governments in Lake and Porter counties develop the tools, plans, and frameworks needed to attract high-quality development, expand the local tax base, and align local priorities with the region's long-term vision.

All cities, towns, townships, and county governments in Lake and Porter counties are eligible to apply. Joint applications from multiple jurisdictions are encouraged and will receive preference during the evaluation process. Eligible activities include policy and regulatory updates, marketing and recruitment materials, technical studies and analysis, and procurement tools. Funded projects must directly support development outcomes that expand the local tax base.

Metropolitan Transportation Plan (MTP)

Tom Vander Woude presented an update on the Metropolitan Transportation Plan (MTP), which maintains the vision, goals, organization, and 2050 horizon of the existing **NWI 2050+** plan while incorporating updated data, performance measures, and public and stakeholder input

The update includes refreshed socioeconomic forecasts, financial planning, air quality conformity, and a focus on implementation actions and regionally significant projects across active transportation, environment, freight, land use and housing, highways, and transit.

A draft timeline spanning **Q1 2026 through Q2 2027** was reviewed, outlining phased work on regional performance analysis, public engagement, project identification and evaluation, financial constraint, and plan development, culminating in public comment and final plan adoption.

Staff members Eman Ibrahim, Grace Benniner, Scott Weber, and Kathy Luther gave presentations on their respective areas: Land Use & Housing, Demographics, Transportation, and Environment. As the Metropolitan Transportation Plan (MTP) is currently in the review and analysis phase, with several components still under development, committee feedback was requested. This feedback will be used to further refine and update the MTP in advance of public engagement and comment.

Adjournment

Hearing no further business, the meeting was adjourned at 11:55 a.m. The next Economy & Place Committee meeting is scheduled for July 8, 2026, at the NIRPC offices.