NORTHEASTERN INDIANA REGIONAL PLANNING COMMISSION
EXECUTIVE BOARD MEETING
Thursday, August 20, 2015, 9:00 A.M.
Construction Advancement Foundation Training Center
6050 Southport Road, Portage, Indiana

AGENDA

I. Call to Order and Pledge of Allegiance – Blair Milo, Chair 9:00 a.m.

II. Appointment to the Commission – Ethan Lowe for Dave Hollenbeck

III. Approval of Minutes of June 23, 2015 Full Commission Meeting Pages 1-4 9:01 a.m.

IV. Report of the Chair – Blair Milo 9:03 a.m.
   • Action on Resolution 15-22 in Support of an Application for the Regional Cities Initiative
   • Committees

V. Report of the Executive Director – Ty Warner Pages 5-6 9:15 a.m.
   • Memorandum of Agreement for High Speed Rail Corridor from Chicago, IL to Columbus, OH Pages 7-11

VI. Finance & Personnel Committee – Roosevelt Allen, Jr., 9:20 a.m.
   • Budget Amendment for Portage and Hobart Feasibility Studies Page 12

VI. Transportation
   • Action on Resolution 15-19, Amendment No. 3 to the FY 2016-2019 Transportation Improvement Program Pages 67-69
   • Action on Resolution 15-20, Amendment No. 4 to the FY 2016-2019 Transportation Improvement Program Pages 70-73
   • Action on Resolution 15-21, Amendment No. 6 to the FY 2016-2019 Transportation Improvement Program for Transit Pages 74-76

VII. INDOT, Rick Powers, La Porte District Director 9:30 a.m.

VIII. Other Business 9:35 a.m.

IX. Public Comment 9:40 a.m.

X. Announcements 9:45 a.m.

XI. Adjournment 9:50 a.m.

The Northwestern Indiana Regional Planning Commission (NIRPC) prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program.
NIRPC Executive Board Meeting
Sycamore Hall, Woodland Park, Portage, IN
July 23, 2015

Minutes

Chairperson Blair Milo called the meeting of the Executive Board to order at 9:10 a.m. with the Pledge of Allegiance and a brief stretch session.

Executive Board Members present included Anthony Copeland, Don Ensign, Blair Milo, Bob Schaefer, Greg Stinson and Jim Ton.

Other Commissioners present included Geof Benson, Kevin Breitke, Bob Carnahan, Tom Clouser, Anthony Copeland, Jon Costas, Jeff Dekker, Stan Dobosz, Jeff Freeze, Diane Noll, Jean Poulard, Lori Reno, Tom Schmitt, Joe Simonetto, Joe Stahura, Ron Stallings, George Topoll and Dave Uran.

Others present included Justin Mount, Jim Nowacki, Cary Kirkham, Joseph Crnkovich, Tayler Wegrzyn, David Wright, Bruce Spires, Greg Falkowski, Dan Schulte, J. Rurode, Mike Vandergast, Mary Brown, Deb Backhus, Matt Deitchley, Julia Surber, Dennis Metheny, Salvatore DiBernardo, Bill Otter, Chris Murphy and Val Gomez.

Staff present included Kathy Luther (I was in Indpls), Gary Evers, Mitch Barloga, Eman Ibrahim, Belinda Petroskey, Kelly Wenger, James Winters, Sarah Geinosky, Scott Weber, Gabrielle Biciunas, Stephen Sostaric and Mary Thorne.

Appointment to the Commission: Dave Hollenbeck announced the appointment of David Anderson to the Commission representing the Town of Winfield.

Presentation: Bill Otter (that’s how he’s listed above) and Dan Schulte of Quandel Consultants, Inc. presented on their Bikes on Trains study, which included the preferred recommendation to retrofit five cars to accommodate up to 30 bikes at a cost of $10 million for a five-year pilot program. Discussion followed.

Approval of Minutes: The minutes of the May 12, 2015 meeting were approved on a motion by Greg Stinson and a second by Dave Schaefer.

Report of the Chair:
- Blair Milo asked Commissioners to fill out their committee preference selection forms giving one to three choices and returning the forms to Mary Thorne. The new committees were approved at the May 21, 2015 meeting. Failure to turn in a form will result in your appointment to a committee at the discretion of Blair Milo. The selections will be voted on at the next Full Commission meeting.
• Blair Milo gave an update on the Regional Cities Initiative. House Bill 1403 passed earlier this year which created the Regional Cities program to champion the effort to build our State’s communities in a regional capacity that celebrates the quality of life across the regions in Indiana. There is a maximum of $84 million available for the programs submitted by a collection of regional cities. Applications are created by members consisting of either counties or cities which are a Class 2 or above with a population of at least 200,000. The Northwest Regional Development Authority is working closely with Northern Indiana Regional Cities Initiative to compile an application for the program. The Initiative consists of St. Joseph, Elkhart and Marshall County. They are applying for NICTD improvements across the northern tier and the NICTD service area. By having these two different entities working together, it potentially doubles the chance of both entities receiving an award. Heather Ennis of the Northwest Indiana Forum has been working closely with Bill Hanna of the RDA and First District Congressman Pete Visclosky’s office towards building the application. Heather Ennis added that there will be public meetings soon in locations along the rail line and a survey can be found on the Forum, NIRPC and NICTD websites.

• Blair Milo said the regional organizations of One Region, the Northwest Indiana Times, the RDA, Forum, NIRPC and NIPSCO met to discuss initiatives to better integrate each of their missions and clarifying each group’s roles across the region for the 2040 Regional Comprehensive Plan vision and with legislative initiatives and continuing collaboration on challenges, financial restrictions, infrastructure spending and major issues at the local, state and federal levels.

Report of the Executive Director:
• Kathy Luther reported for Ty Warner and presented a service award to Stephen Sostaric for five years of service with NIRPC. She reported that Ty Warner conveyed his thanks to the Commissioners for their flexibility in attending this meeting and for the well wishes to his family. He conveyed his thanks to the Northwest Indiana Forum for the use of their office space to NIRPC staff due to the burst water main.

• Geof Benson reported on the National Association of Regional Councils (NARC) Conference last month on transportation bills. PowerPoint presentations are on their website, including a very good one on elder care. The NARC Board meeting is August 11 and 12 in Austin, Texas.

• Kathy Luther reported that the solarize campaign, partnered with NARC, had over 100 applications from residents and businesses, with the first contract being awarded to a dental office in LaPorte.

• Kathy Luther reported that a new proposal being submitted tomorrow is for a $1 million from NOAA for coastal hazard and extreme climate event water resilience thinking of the 2008 flooding, shoreline facilities subjected to winter storms. This program would be modeled similar to NIRPC’s Creating Livable Communities program for a grant opportunity within the Lake Michigan watershed.

Finance & Personnel Committee:
Jim Ton reported for Roosevelt Allen, Jr. that the committee met this morning. Two items are being brought to the Executive Board. The Finance & Personnel Committee recommends the 2015 budget amendment transferring funds within the environmental department to promote
from environmental projects to environmental programs in the amount of $3,000. On a motion by Jim Ton and a second by Greg Stinson, the Executive Board voted unanimously to adopt the budget amendment.

The Finance & Personnel Committee recommends the procurement recommendations for three vehicle replacements, Procurement #14-10.02 for LaPorte TransPorte. On a motion by Jim Ton and a second by Greg Stinson, the Executive Board voted unanimously to adopt the budget amendment.

Transportation Policy Committee:
Stan Dobosz reported that the Transportation Policy Committee met on July 21 and four actions are sought.
• Resolution 15-17, the 2nd amendment to the FY 2016 Unified Planning Work Program, was summarized by Eman Ibrahim. The amendment adds STP funds for two programs for trail counters and trail marker and sign development. The amendment also corrects CMAQ funding by $141,375 for air quality education/outreach and diesel engine retrofit. On a motion by Jim Ton and a second by Greg Stinson, the Executive Board voted unanimously to adopt Resolution 15-17, the 2nd amendment to the FY 2016 UPWP.
• Resolution 15-18, the adoption of new federal aid projects for state fiscal years 2016-2021 under the Notice of Funding Availability for CMAQ and HSIP projects in Lake, Porter and LaPorte Counties and STP projects in LaPorte as well as CMAQ projects in the Chicago Urbanized Area was described by Gary Evers. On a motion by Don Ensign and a second by Greg Stinson, the Executive Board voted unanimously to adopt Resolution 15-18, the adoption of new federal aid projects for state fiscal years 2016-2021.
• Resolution 15-15, the first amendment to the FY 2016-2019 Transportation Improvement Program adding INDOT highway projects or phases was described by Gary Evers. On a motion by Robert Schaefer and a second by Anthony Copeland, the Executive Board voted unanimously to adopt Resolution 15-18, Amendment #1 to the FY 2016-2019 Transportation Improvement Program.
• Resolution 15-16, the second amendment to the FY 2016-2019 Transportation Improvement Program adding local projects or phases was described by Gary Evers. The amendment also deletes nine local projects or phases which were fully funded in the prior year and seven, which were deleted at the Local Public Agency’s request. On a motion by Jim Ton and a second by Greg Stinson, the Executive Board voted unanimously to adopt Resolution 15-16, Amendment #2 to the FY 2016-2019 Transportation Improvement Program.

Stan Dobosz said the date of the next meeting of the Transportation Policy Committee will be announced.

Northwest Indiana Economic Development District: No report was given.

Indiana Department of Transportation: Matt Deitchley reported that INDOT is working through pavement preservation projects and drainage issues from the heavy rains. Jim Ton thanked INDOT for the quick emergency repairs on SR 49 from Oakhill Road to the Indiana Toll Road and
Robert Carnahan mentioned that a vehicle drove through the wet concrete on a stretch of I-55 from Crown Point to Lowell.

**Other Business:** No other business was brought forward.

**Public Comment on Agenda Items:**
Jim Nowacki, Gary, commented on the Bikes on Trains recommendation and the railroad crossing improvement on Lake Street. In answer to his question about a NIRPC contact person, Blair Milo said he should contact Gary Evers about funds received by the three counties served by NIRPC.

**Announcements:**
- Tom Schmitt reported that Main Street is closed at the Briar Ridge entrance for a $1.6 million project to repair storm damage.
- Robert Carnahan announced that the parade of Lights is on November 21 and ask for two volunteer judges. Also, National Night Out in Cedar Lake on Tuesday August 4 will be at the town complex.

Hearing no other business, on a motion by Anthony Copeland and a second by Jim Ton, Blair Milo adjourned the meeting at 10:42 a.m.

_A Digital MP3 of this meeting is filed. Contact Mary Thorne at the phone or email below should you wish to receive a copy of it. DVD recordings will be available once they are received by NIRPC from the videographer._

For requests for alternate formats, please contact Mary Thorne at NIRPC at (219) 763-6060 extension 131 or at mthorne@nirpc.org. Individuals with hearing impairments may contact us through the Indiana Relay 711 service by calling 711 or (800) 743-3333.

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Resolution 15-22

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION IN SUPPORT OF AN APPLICATION TO THE REGIONAL CITIES INITIATIVE

August 20, 2015

WHEREAS, the Northwestern Indiana Regional Planning Commission, hereafter referred to as "The Commission," is the Federally-designated Metropolitan Planning Organization (MPO) as well as the official Council of Governments for the Lake, Porter and LaPorte County area, comprised of these three counties and forty-one (41) municipalities; and

WHEREAS, the Commission sees itself as a partner with the Northern Indiana Commuter Transportation District (NICTD), the Northwest Indiana Regional Development Authority (RDA), the Northwest Indiana Forum, and One Region; and

WHEREAS, these entities have come together collaboratively under the State of Indiana's Regional Cities Initiative to make application for enhancing service along the South Shore Line for the benefit of Northwestern Indiana and its residents, businesses, and industry; and

WHEREAS, such award under the Regional Cities Initiative could provide substantial funding for service improvements and double-tracking of the South Shore Line through NIRPC's service area; and

WHEREAS, such improvements would provide competitive commuter rail service that would be catalytic to plans for Transit Oriented Development (TOD) along this commuter rail line, making these plans feasible and marketable; and

WHEREAS, such TOD development is strongly supported by the 2040 Comprehensive Regional Plan as critical for the revitalization of the region's urbanized areas and livable centers, as incentivized through existing NIRPC programs such as the Creating Livable Communities program; and

WHEREAS, given the region's housing affordability, access to good schools, and favorable tax climate, a successful and competitive commuter rail system is also essential to grow economic opportunity in northwestern Indiana communities;

WHEREAS, the Commission as a regional policy body and as staff is strongly committed to the successful implementation of commuter rail in Northwest Indiana, one of the key economic development and quality of life assets for the region and the State of Indiana as the state's only commuter rail service, helping to drive the future of the region and connecting Indiana to the Chicago market; and
WHEREAS, the Commission adopted resolution #14-32 on October 16, 2014, "In Support of Increased Investment in Commuter Rail Connecting Chicago to Northwest Indiana"; and

WHEREAS, this opportunity for funding through the Regional Cities Initiative would provide for substantial investment in commuter rail connecting Chicago to Northwest Indiana;

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission supports an application to the State of Indiana under the Regional Cities Initiative for purposes of enhancing commuter rail in Northwest Indiana.

Duly adopted by the Northwestern Indiana Regional Planning Commission this 20th day of August, 2015.

______________________________
Blair Milo
Chairperson

______________________________
Robert J. Schaefer
Secretary
MEMORANDUM OF AGREEMENT

BY AND AMONG THE FOLLOWING PARTIES (hereinafter, "the Parties") City of Columbus, Ohio; City of Lima, Ohio; City of Kenton, Ohio; City of Marysville, Ohio; City of Fort Wayne, Indiana; City of Warsaw, Indiana; City of Plymouth, Indiana; City of Valparaiso, Indiana; City of Gary, Indiana; the Mid-Ohio Regional Planning Commission; and the Indiana Department of Transportation.

BE IT KNOWN THAT:

WHEREAS, utilizing the Northern Indiana / Ohio Passenger Rail Corridor Feasibility Study and Business Plan as a basis for action, the Parties propose to systematically and incrementally develop the intercity passenger rail system in cooperation with existing freight rail operators and owners of right-of-way along a corridor from Chicago to Columbus through northern Indiana hereafter known as the Northern Indiana/Ohio Passenger Rail Initiative; and

WHEREAS, a well-coordinated transportation system of rail, air, highways, and water provide economic benefits and efficiencies to all municipalities along and in close proximity to the rail line; and

WHEREAS, Chicago is the largest economic center of the Midwest and creating another transportation link between this Midwest hub and a growth corridor stretching through Northern Indiana to Columbus will make the entire corridor more economically competitive and stimulate economic benefits to the cities, counties, villages, and townships along and in close proximity to the line, according to the Northern Indiana/Ohio Passenger Rail Corridor Feasibility Study and Business Plan; and

WHEREAS, each of the major municipalities along the corridor contributes unique economic strengths that benefit the entire corridor:

The capital of the State of Ohio, Columbus, within Franklin County (pop. 1,195,537) are home to Nationwide Mutual Insurance, Limited Brands, Huntington Bancshares, Cardinal Health, American Electric Power, Battelle Memorial Institute, Chemical Abstracts, Wendy’s, Bob Evans, Big Lots, and The Ohio State University, as well as regional facilities of JPMorgan Chase, The Kroger Company, Express Scripts, and Alliance Data Retail Systems.

Marysville, Ohio and Union County (pop. 52,300), one of the fastest growing areas of Ohio, are home to the North American headquarters of Honda of America Mfg., Inc., the world headquarters of the Scotts Miracle-Gro Company, Veyance Technologies (formerly Goodyear) and Parker Hannifin.

Kenton, Ohio and Hardin County (pop. 32,058), provide a transportation hub, as six state and federal highways travel through the City, including U.S. Route 68 and State Routes 53, 67, 31, 309, and 292. Hardin County is seen as a manufacturing, agriculture, and educational center because of the presence of a dynamic blend of major manufacturers, a diverse agriculture base, and one of the nation’s finest private universities.

Lima, Ohio and Allen County (pop. 105,825) are a regional hub for manufacturing such as Ford Motor Company, Procter & Gamble, Dana, General Dynamics, Husky Energy,

Fort Wayne, Indiana and Allen County (pop. 355,329) offer cultural attractions, arts, and theater that rival those of the United States' larger metropolitan cities. Attractions such as Fort Wayne Children's Zoo, Science Central, and Tin Caps minor league baseball offer something for everyone. The city is home to Fortune 500 Company Steel Dynamics, Inc. and numerous other manufacturing-related businesses.

Warsaw, Indiana and Kosciusko County (pop. 77,609) are home to many prominent orthopedic companies including DePuy, Zimmer / Biomet, and Medtronic, totaling $11 billion in annual sales, representing 1/3 of the world's orthopedics sales volume, and representing an employment base of 13,000 direct and indirect jobs. Grace College & Seminary in Winona Lake offers its 1,600 students a diverse environment with high academic standards in over 60 majors.

Plymouth, Indiana and Marshall County (pop. 47,024) have the advantage of being centrally located between Chicago, Indianapolis, and Detroit. With its small town feel and big city proximity, it is the perfect location to call home or to locate a business. Internationally-recognized Culver Academies, hosting secondary students from 19 countries and 41 states, is the largest single employer within Marshall County.

Valparaiso, Indiana and Porter County (pop. 165,682) are located in the northwest corner of the state and are considered part of the Chicago Metropolitan area. Valparaiso University, an independent Lutheran, liberal arts institution with 3,000 undergraduates and 1,000 law and graduate students from most U.S. states and 50 countries, calls the city home.

Gary, Indiana and Lake County, Indiana (pop. 80,294) are located in the southeastern portion of the Chicago metropolitan area. Gary, known for its steel-manufacturing legacy, seeks to capitalize on its proximity to the Midwest region's economic core with a major public-private development partnership centered on the Gary - Chicago International Airport.

WHEREAS, there are 141 institutions of higher education located within 25 miles of the railheads designated in the Feasibility Study and Business Plan for the passenger rail corridor, and there are more than 896,000 students enrolled at these 141 institutions; and

WHEREAS, an economically vibrant Midwest will provide a higher quality of life for its residents; and

WHEREAS, the passenger rail corridor, in cooperation with the owners of the existing rail right-of-way, would accommodate both future high speed passenger rail and freight rail service within the corridor by utilizing and improving the existing track configuration and rail crossings; and

WHEREAS, it is the intent and purpose of this Agreement to continue to cultivate a working relationship among the parties to facilitate the development and implementation of passenger rail service, and to plan for future integration of the Northern Indiana / Ohio Corridor into a larger regional and national passenger rail network; and

WHEREAS, high speed rail encourages higher-density, mixed-use development at or near
stations, improves business productivity, expands visitor opportunities, broadens regional labor markets, and helps support the growth of technology clusters, according to the U.S. Conference of Mayors report, “The Economic Impacts of High Speed Rail on Cities and their Metropolitan Areas”; and

WHEREAS, the Parties propose to act in partnership with the Federal Railroad Administration (FRA) in advancing the development of an inter-city passenger rail corridor on existing right-of-way linking several communities in the states of Ohio, Indiana, and Illinois; and

WHEREAS, it is necessary for municipal and county governmental and regional planning jurisdictions in the three States to jointly undertake and coordinate a variety of tasks in order to realize the objective of creating an inter-city passenger rail corridor mutually benefitting the constituencies served by such governments and planning authorities; and

WHEREAS, significant interstate, regional and inter-local cooperation will be required to coordinate the planning and predevelopment of high speed passenger rail service within this corridor, including tasks of procuring and administering grants; acquiring allocations from the States or from political subdivisions of the States, or from the Federal government; soliciting assistance from private corporations and from other organizations both public and private; and

WHEREAS, the Parties are or may be involved, individually or collectively, in the planning and funding, of inter-city passenger rail transportation services within the corridor, including linkages between surface and air transportation modes; and

WHEREAS, one or more of the Parties or a consortium of the Parties may subsequently agree to collaborate to make available such administrative and coordinating support as may be necessary to the successful fulfillment of the purposes of this Agreement;

NOW THEREFORE, BE IT RESOLVED: That the Parties will cooperate with each other in order to enable a Tier One Environmental Impact Study (EIS) and related documents as required by regulations adopted and published by the FRA, and as required by the FRA for their approval of inter-city passenger rail corridors, and to proceed with the EIS at the earliest opportunity;

AND IN FURTHERANCE OF THAT RESOLUTION, THE PARTIES AGREE:

(1) To cooperate in such joint budgeting, fund-raising, appropriation and procurement activities as may be necessary to obtain the planning, environmental, engineering, and operational analyses required by the FRA for completion of a Tier One EIS;
(2) To explore the funding needed for the Tier One EIS process and to determine in a fair manner the amount needed from each participating jurisdiction hereafter by the Parties and specified in a separate agreement;
(3) To participate together with representatives of the Parties in such planning, coordinating, and decision-making activities as may be required from time to time, particularly to guide the bid and contractor selection process, and to manage, evaluate, and complete the EIS;
(4) To furnish such information whether to the Parties in their collective capacity, to the EIS contractor, or to the FRA, as may be necessary for the completion of the various analyses required by the Tier One EIS process;
(5) To endeavor in good faith to secure funding, consistent with and in accordance with the
schedule and project expenditure plan as approved by the Parties in their collective capacity;

(6) To coordinate the creation and distribution of education and outreach materials to be used to gain support for the continuation of the project;

(7) That the Parties of the Northern Indiana/Ohio Corridor and appropriate partners will coordinate fundraising using a mutually agreed-upon strategy. In the event that funding for the program is constrained by statute, rescission of existing law, change in funding requirements or eligibility; or reduction in identified funding levels or availability, the Parties and any partners shall take steps to notify each other as needed in a timely manner;

(8) To explore the establishment of a management structure for the project, governed by a board of directors appointed by the Parties, to serve as the project manager and provide advocacy, branding, fundraising, and project development and execution on behalf of the parties.

(9) This MOA constitutes the entire agreement among the parties, and no changes or modifications to this MOA shall be made unless agreed to by all parties to this MOA in writing; and

(10) Upon consent of the original parties to the MOA, additional parties may become signatories to the MOA.

This Memorandum of Agreement is approved by:

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Amendment No. 1 to the Memorandum of Agreement

BY AND AMONG THE FOLLOWING PARTIES (hereinafter, "the Parties") City of Columbus, Ohio; City of Lima, Ohio; City of Kenton, Ohio; City of Marysville, Ohio; City of Fort Wayne, Indiana; City of Warsaw, Indiana; City of Plymouth, Indiana; City of Valparaiso, Indiana; City of Gary, Indiana; and the Mid-Ohio Regional Planning Commission;

WHEREAS, the Parties signed an Memorandum of Agreement (MOA) effective August 6, 2014 to cooperate with each other in order to enable a Tier One Environmental Impact Study (EIS) and related documents as required by regulations adopted and published by the FRA, and as required by the FRA for their approval of inter-city passenger rail corridors, and to proceed with the EIS at the earliest opportunity; and

WHEREAS, in accordance with Item (9) and Item (10) of the MOA:

(9) This MOA constitutes the entire agreement among the parties, and no changes or modifications to this MOA shall be made unless agreed to by all parties to this MOA in writing; and

(10) Upon consent of the original parties to the MOA, additional parties may become signatories to the MOA.

NOW, THEREFORE, the parties hereto agree to amend the MOA to include the following parties (revisions indicated in bold lettering):

BE IT KNOWN THAT:

WHEREAS, the Parties agree to extend the MOA to include county governments with a proposed stop along the growth corridor, including Franklin County, Ohio; Union County, Ohio; Hardin County, Ohio; Allen County, Ohio; Allen County, Indiana; Kosciusko County, Indiana; Marshall County, Indiana; Porter County, Indiana; and Lake County, Indiana; and

WHEREAS, the Parties agree to extend the MOA to include all Metropolitan Planning Organizations along the growth corridor, including the Lima-Allen County Regional Planning Commission; Northeastern Indiana Regional Coordinating Council; Michiana Area Council of Governments; and Northwest Indiana Regional Planning Commission;

WHEREAS, by signing this Amendment once the Parties have signed it, the county governments and Metropolitan Planning Organizations listed above agree to Items (1) to (10) of the MOA effective August 6, 2014;

This Amendment No. 1 Memorandum of Agreement is approved by:

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-11-
FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda

Thursday
August 20, 2015
8:00 a.m.

Construction Advancement Foundation
Portage, Indiana

1. Call to Order
3. Review of Financial Status
4. Approval of Claims Register
5. Budget Amendments
6. Contracts for Feasibility Studies
7. Report on Subrecipient Compliance
8. Accounting Software Update
9. Building Improvement Update
10. Other Business
11. Adjournment

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Requests for alternate formats please contact Angie Hayes at (219) 763-6060 extension 104 or ahayes@nirpc.org. Individuals with hearing impairments may contact us through the Indiana Relay 711 service by calling 711 or (800) 743-3333.
NORTHERN INDIANA REGIONAL PLANNING COMMISSION

FINANCE AND PERSONNEL COMMITTEE

June 18, 2015
NIRPC Offices
Portage, Indiana

Members Present
Geof Benson
Jeff Freeze
Diane Noll
Jim Ton
Greg Stinson

Staff and Others Present
Kelly Wenger
Kathleen Honl
David Hollenbeck
Robert Carnahan
George Topoll

Members Absent
Roosevelt Allen, Jr.
John Bayler
Dave Decker
Jeff Dekker
Richard Hardaway
David Uran

Call to Order
The meeting was called to order at 8:04 a.m. by Jim Ton.

Approval of Minutes

Upon a motion by Geof Benson, seconded by Jeff Freeze, the Committee approved the minutes of the June 18, 2015 meeting.

Review of Financial Status

Kelly Wenger presented the financial report. At this time there are no cash issues to report. The 2014 Comprehensive Annual Financial Report was sent out in the mail to all Commissioners. The Budget to Actual with Cash Variance and the Budget to Actual Expenditure reports were presented to the Committee. The total expenditures of the period ending June 30, 2015 are at 38.89%.

Kelly also informed the Committee of two LaPorte County Revolving Loan applications that are currently in progress. A potential budget revision would be needed if both loans are approved.
Approval of Claims Register

Kelly Wenger presented the claims register to the Committee for approval. It was brought to the attention of the Committee that the Southlake County Community Service PMTF payment was made on June 19th. NIRPC has withheld $26,500 from that payment in order to satisfy the repayment request from the Federal Transit Administration for the repayment of funds from the Southlake Building project. Upon a motion by Greg Stinson, seconded by Jeff Freeze, the Committee approved the claims register.

Procurement Recommendation

Kelly Wenger presented procurement recommendation 14-10.02 for three replacement vehicles for the City of LaPorte. The federal funds for these vehicles are not to exceed $196,800 and the local share will be provided by the City of LaPorte. Upon a motion by Geof Benson, seconded by Greg Stinson, the Committee approved the procurement recommendations for recommendation for approval to the Executive Board.

Budget Amendment Transfer between Categories

Kelly Wenger presented a budget amendment between categories. The transfer of $3,000 is for the environmental programs from the contractual line to the promotional line. Upon a motion from Jeff Freeze, seconded by Greg Stinson, the Committee recommended the budget amendment for approval to the Executive Board.

Contract Time Extension Amendments

Kelly Wenger presented two contract time extension amendments to the Committee. The first contract amendment was with Quandel Consultants, LLC and is extending the service completion date to September 15, 2015. Upon a motion by Geof Benson, seconded by Diane Noll, the Committee approved the contract time extension amendment.

The second contract amendment was with Accufund, Inc. and is a time extension to May 31, 2016. Upon a motion by Geof Benson, seconded by Jeff Freeze, the Committee approved the contract time extension amendment.

Report on Subrecipient Compliance

Attorney David Hollenbeck updated the Committee on the status of two of NIRPC's subrecipients. The City of Valparaiso litigation has been filed against the former service provider for the Chicago Dash service. Both the City of Valparaiso and NIRPC are named as the plaintiffs in the litigation. There will be no financial consequence to NIRPC regarding this litigation. Valparaiso is in the process of changing some internal controls to improve oversight of the vehicle maintenance going forward.

The situation with South Lake County Community Services (SLCCS) regarding the ARRA build out funds is ongoing. A call took place on June 18, 2015 at 10:30 between the
Federal Transit Administration (FTA) and NIRPC. FTA issued a letter requesting that NIRPC repay $26,500 for the SLCCS buildout project. NIRPC withheld $26,500 from SLCCS’s local PMTF funds in order to process this repayment. Upon a motion by Greg Stinson, seconded by Geof Benson, the Committee directed NIRPC staff to comply with the FTA directive regarding the repayment of $26,500 from SLCCS’s PMTF funds.

SLCCS still has a compliance deficiency regarding the maintenance over federally funded vehicles. NIRPC implemented Resolution 15-10 requiring SLCCS to bring their vehicle maintenance into compliance by July 20, 2015. As of today that goal has not been reached. However SLCCS has made substantial progress. According to Resolution 15-10 NIRPC would begin to withhold payment to SLCCS, however holding back these funds would impede the vehicle maintenance and rider services. Upon a motion by Geof Benson, seconded by Diane Noll, NIRPC will give SLCCS an additional 30 days to comply with Resolution 15-10.

**Building Improvement Update**

Kelly Wenger updated the Committee on the status of the building improvement project. The building recently had a water main break that forced staff to move from back offices and closed the office for two days. The renovation is still on schedule for NIRPC staff to move into the new space in the beginning of September.

**Accounting Software Update**

Kelly Wenger updated the Committee regarding the accounting software. The go live date has been changed to January 1, 2016 due to some necessary changes with the employee handbook.

**Other Business**

None at this time

**Adjournment**

There being no further business, the meeting adjourned at 8:50 a.m.
PROPOSED 2015 BUDGET AMENDMENT
Additional Funds

Amendment 4: To add new revenue

$ 149,610 TO: Contractual Hobart Feasibility Study

Purpose: To add new funds to the 2015 budget.
These funds will be used to do a transit feasibility study for the City of Hobart.

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<th>DETAILED BUDGET LINE</th>
<th>Original</th>
<th>Addition</th>
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</table>

Amendment 5: To add new revenue

$ 149,610 TO: Contractual Portage Feasibility Study

Purpose: To add new funds to the 2015 budget.
These funds will be used to do a transit feasibility study for the City of Portage.

<table>
<thead>
<tr>
<th>DETAILED BUDGET LINE</th>
<th>Original</th>
<th>Addition</th>
<th>Amended</th>
</tr>
</thead>
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<tr>
<td>FTA 5307 Transit Planning Study</td>
<td>234,488</td>
<td>119,688</td>
<td>354,176</td>
</tr>
<tr>
<td>Third Party Match</td>
<td>145,819</td>
<td>29,922</td>
<td>175,741</td>
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<tr>
<td>Contractual Portage Feasibility Study</td>
<td></td>
<td>149,610</td>
<td>149,610</td>
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</table>
BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SRF CONSULTING GROUP, INC. FOR CITY OF HOBART TRANSIT FEASIBILITY STUDY PROCURED UNDER RFP 15-15

PART I. BASIC AGREEMENT

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

1. Construction of Agreement:

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

2. Description of Services provided by the Contractor:

The Contractor shall provide the following: City of Portage Transit Feasibility Study. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in Part 2 of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

3. DBE Contractor Participation

The Contractor will enter into a formal agreement with DBE Sub-Contractors as per signed DBE Form 1 – Schedule of DBE Participation provided in Part 3 of this Agreement. Failure by contractor to carry out DBE requirements is a material breach of contract, by which may result in the termination of the contract or such other remedy as the Commission deems appropriate. Legal remedies include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.

4. Compensation:

The Contractor shall provide the identified goods and services as noted in Part 2 of this Agreement, for a cost not to exceed $149,610.00. Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in the Terms of Agreement section of this Agreement.

5. Terms of Agreement:

The Contractor shall commence work hereunder on August 21, 2016 and all services must be completed by August 1, 2016 with the final invoice due to the Commission no later than August 31, 2016.

6. Payment Procedures:

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

(A) The Contractor shall submit monthly invoices to the Commission, which are sent within ten (10) days after the end of each month.

(B) The Contractor shall include on its invoice the amount due in proportion to the percentage of work complete.
(C) The Contractor shall attach copies of invoices from Subcontractors utilized in conjunction with this Agreement.

(D) Invoices shall be accompanied by a narrative progress report describing activities which have been performed and for which reimbursement is being claimed.

(E) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall make payment. Payment will normally be made within thirty days after said approval.

(F) All invoices shall be submitted to:
   Accounts Payable
   Northwestern Indiana Regional Planning Commission
   6100 Southport Road
   Portage, Indiana 46368

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

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

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 August, 2015.

NORTHERN INDIANA REGIONAL PLANNING COMMISSION

By:

Tyson Warner
Executive Director

Date:

Attest:

Angie Hayes
Director of Finance and Administration

SRF CONSULTING GROUP, INC.

By:

NAME

Date:
PART II. SCOPE OF WORK

1. Project Background/Overview

This project seeks to establish the potential for creating a public transit service for the City of Hobart, Indiana. The City is located in Lake County at the southern tip of Lake Michigan, in the northwest corner of the state. Hobart is a medium-sized city with a 2013 population of 28,894.

Public transit available in the City of Hobart currently consists of very limited fixed-route service in corridors at the corporate fringe (US 30, 61st Avenue), and demand response transit by a human services provider. Fixed-route service, though connected to other regional transit service, does not currently serve residential areas, other key Hobart corridors (State Route 51, Ridge Road), the area with medical facilities, or the Hobart central business district. The demand response service is partially supported with a grant from a local foundation. Limited capacity and insufficient operating subsidy are resulting in less than optimal performance. The South Shore commuter rail service is several miles north of the City of Hobart and is accessible via automobile.

The City of Hobart is located in the north end of Lake County, the first county west of the City of Chicago and the Illinois state line. As the steel industry developed along the lakeshore, public transit grew out of the former Gary Railways company and covered the cities and towns in the northern portions of Lake and Porter Counties, including the City of Hobart. That early regional system collapsed in the early 1970’s due to the lack of financial support from all of the communities served.

Today the City of Hobart is a thriving medium-sized city with recognized concentrations of jobs, commercial centers and medical services. Over 50% of the city’s workforce is in manufacturing (18%), education, health care and social services (23%), and retail (11%). Its businesses and medical facilities attract workers and customers from other communities, and its residents have good car access to surrounding communities. What is not keeping pace is access for residents who do not drive, for whatever reasons.

2. Project Tasks

(1) Timeline

Task 1: Timeline with dates for all expected activities, work products, and public participation.

Task Product: Timeline from start to completion.

(2) A Travel Market Analysis of the City.

Task 2: An analysis of the population including socio-economic characteristics focused on size, location and travel needs of potential transit dependent population based on age and income.

Task 3: An analysis of the current and forecasted locations of transit generators (employment centers, health service centers, shopping centers, and recreational opportunities). This should include all generators within the City of Hobart, as well as regional generators (commuter, retail, educational, etc.) outside of the City of Hobart.

Task Product: Analysis of current and potential markets and destinations. (Report on who lives in the City of Hobart and where the jobs and services are located).

(3) Public/Community Leadership Involvement
Task 4: Provide a detailed public participation plan for receiving input and reporting back on the initial findings and final recommendations, including regular workshops/meetings and Internet/social media outlets.

Task 5: Develop and implement community survey instrument to determine community interest in new service.

Task 6: Develop and implement survey or interview methodology to conduct in-depth interviews with community leadership in disability services, senior citizens, health and human services, employment, education, faith-based organizations, nursing homes and other not-for-profits that do private transit, and elected officials on the perceived transportation needs in the City of Hobart.

NOTE: Commission staff will facilitate meetings with area transit providers whose services could or already do impact the City of Hobart. Commission and the City of Hobart staff will also assist with identifying appropriate parties to be interviewed and will provide contact information.

Task 7: Develop and disseminate fact sheets, graphics, and information for public consumption. The City of Hobart staff and the Commission Public Involvement Coordinator will assist with facilitating press access.

Task 8: Develop and disseminate periodic news articles for distribution to the area's papers and community newsletter to inform and update the public on the study's findings.

The Commission also owns keypad polling equipment and will make it available and assist with its use if the City of Hobart and Consultant deem it appropriate.

**Task Product:** Report identifying outreach efforts, community needs, interest in and support for public transit in the City of Hobart.

(4) **Identification of potential service structure to meet needs.**

Task 9a: Identify type(s) of service structure(s) to meet community needs. This identification should include transit mode(s), generators, markets, and service model(s), i.e., independent operation, partnership, and/or contractual.

Task 9b: Identify cost estimates including annual operating and maintenance costs, and capital needs.

Task 9c: Identify potential funding including grant sources, existing grant opportunities, and methodologies involved in securing funding.

**Task Product:** Peer comparisons and practices, analysis of potential routes and feeders, review of land use demands and activity generators, review of growth scenarios, and analysis of the financial implications of providing a public transit system in the City of Hobart.

(5) **Recommendations**
**Task 10:** Develop a recommended operations plan for creating and financing an appropriate transit service for the City of Hobart. Alternatively, provide detailed analysis of why public transit is not a solution for the City of Hobart.

**Task Product:** Recommended service and implementation plan, or explanation of why the City of Hobart should not pursue a transit service.

3. **Partners & Associated Agencies**

This study has been commissioned through a partnership between the Northwestern Indiana Regional Planning Commission and the City of Hobart. The Commission shall serve as the lead agency in this effort.

3.1 **Project Advisory Committee**

In addition, there are a number of agencies and organizations that stand as affected stakeholders on this issue. These groups will be connected to the progress of this study through the formulation and execution of an Advisory Committee, where they will be asked to provide guidance on the plan’s scope and direction, participate in the selection of a preferred consultant, and provide feedback on drafts of the document. This committee will be composed of elected officials, transit officials, health and human services’ agencies, potential riders, and city planners and economic development officials.

4. **Current Documents Related to this Project**

Research for Task 1 of this study can begin with a review of studies that have been previously authored by other agencies. This includes:

- 2040 Comprehensive Regional Plan – Northwestern Indiana Regional Planning Commission, 2011 and 2015 Update
- City of Hobart Economic Development Master Plan
- City of Hobart Comprehensive Plan and subarea plans and studies
- Hobart Senior Transportation Action Focus Group Findings Report 3.24.15
- City of Hobart Senior Transportation Needs Assessment, Indiana University Northwest, Center of Urban and Regional Excellence, 2013
- Livable Broadway Regional Study
- Hobart Community Bus Survey 2010, Valparaiso University, The Community Research and Service Center
- City of Hobart Neighborhood Spotlight Project
- City of Gary Choice Neighborhoods Project
- Regional Livable Centers Project
PART III. REQUIRED FORMS
7.1 NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

David K. Montebello, PE | President
Proposer

Signature of Proposer
7.2 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

1. By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. 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.

3. 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.


5. 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.

6. 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.

7. 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 Non-procurement List issued by U.S. General Service Administration.

8. 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.

9. 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, declared 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.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] 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]

Signature of Proposer's Authorized Official

David K. Montebello, PE | President

Name and Title of Proposer's Authorized Official

July 20, 2015

Date
CERTIFICATION REGARDING LOBBYING
49 CFR Part 20 - Appendix A
Certification For Contracts, Grants, Loans, And Cooperative Agreements

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.

David K. Montebello, PE | President
July 20, 2015

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date
7.4 DBE FORM 1 - SCHEDULE OF DBE PARTICIPATION

**SCHEDULE OF DBE PARTICIPATION**

**Name of Proposer:** SRF Consulting Group, Inc.

**Project:** Portage Transit Feasibility Study

**Project No.:** 
**Proposal No.:** 15-14

**Total Proposal Amount:**

<table>
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<tr>
<th>NAME OF DBE SUBCONTRACTOR</th>
<th>ADDRESS (CITY, STATE)</th>
<th>TYPE OF WORK SUBCONTRACTED</th>
<th>DBE</th>
<th>SUBCONTRACT VALUE</th>
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<tbody>
<tr>
<td>Connetics Transportation Group, Inc.</td>
<td>570 Colonial Park Dr, Suite 302, Roswell, GA 30075</td>
<td>Transit Operations Planning</td>
<td>Yes</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>The McCormick Group, Inc.</td>
<td>7832 Timber Run Ct, Indianapolis, IN 46256</td>
<td>Public Outreach</td>
<td>Yes</td>
<td>$16,500.00</td>
</tr>
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</table>

**DBE PARTICIPATION TOTAL VALUE** $51,500

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

[Signature]
7.5 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION
(Reproduce as necessary) 20-2342464

I HEREBY DECLARE AND AFFIRM THAT I AM THE Vice President
(Title - Owner, President, etc.) and duly authorized representative of

Connetics Transportation Group, Inc. (Name of Firm) and I hereby declare and
affirm that I am a certified DBE.

[Signature]
(signed)

Milbrey Heard
(printed)

This firm has current DBE certification from the following agencies and/or state(s):

GA, FL, IL, MI, NY, NJ, TN, VA, AK, ID, CO, WI, CA, UT, NC, TX, OK, CT, OH, OR, NV, WA, MO, MN, SC, IN, MA

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.
02/02/2015

Connetics Transportation Group
570 Colonial Park Drive
Suite 302
Roswell, GA 30075

Dear Ms. Rosales,

Subject: DBE Certification Renewal Letter

The Indiana Department of Transportation Economic Opportunity Division (INDOT), hereby determines that this company remain certified as a Disadvantaged Business Enterprise (DBE) with the State of Indiana and shall remain certified unless and until INDOT revokes such certification for cause and affords your firm due process in accordance with 49 CFR § 26.87.

This certification allows your company to participate as a DBE on Federally funded projects or contracts in the State of Indiana.

To maintain your DBE status, you must notify INDOT immediately of any change in location or contact information, including an updated email address. You must also inform INDOT in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements or any material change to the information provided in your application. The information above must be received by INDOT within (7) business days of the change. Failure to do so may result in revocation of your firm's certification.

Please review the list of DBE Codes that can be accessed via link on the INDOT DBE website http://www.in.gov/indot/2674.htm to ensure that the proper code or codes have been assigned for the type of work that you have been certified to perform. Please note that the DBE Codes are very general and are used only to assist our customers in searching the INDOT DBE Directory for certified firms to meet contract goals. INDOT will assign the NAICS Code appropriate for your firm. If you disagree with our NAICS Code assignment, you may contact us to request reconsideration.

Questions regarding this certification may be addressed at 317-234-8087.

Sincerely,

Derrick Casson, DBE Certification Manager
Economic Opportunity Division

DC/SH

cc: file

www.in.gov/dot/
An Equal Opportunity Employer
<table>
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<tr>
<th>DBE Code</th>
<th>DBE Category</th>
<th>NAICS</th>
<th>Description</th>
<th>Comments</th>
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<tr>
<td>0055.122P</td>
<td>(P) Professional</td>
<td>541614</td>
<td>Process, Physical Distribution and Logistics Consulting</td>
<td>Transportation Management Consulting Services</td>
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- **DBE Code**: 0055.122P
- **DBE Category**: (P) Professional
- **NAICS**: 541614
- **Description**: Process, Physical Distribution and Logistics Consulting
- **Comments**: Transportation Management Consulting Services
7.6 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: SRF Consulting Group, Inc.
    (Name of General Contractor Proposing)

PROJECT: Error! Reference source not found. Portage Transit Feasibility Study

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

    Transit Operations Planning

    (Specify in detail, work items or parts thereof to be performed)

at the following price: $35,000.00.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

July 16, 2015  (678)461-0969 x.12
(Date)  (Telephone No.)

570 Colonial Park Dr., Suite 302
(Firm Address)

Connetics Transportation Group, Inc.
(Name of DBE Subcontractor)

By: [Signature]

Name: Mittrey Heard
(Typed)

Title: Vice President
7.5 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION
(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE ________________

(Title - Owner, President, etc.) and duly authorized representative of

The McCormick Group (Name of Firm) and I hereby declare and
affirm that I am a certified DBE.

________________________
(signed)

________________________
(printed)

This firm has current DBE certification from the following agencies and/or state(s):

Indiana, Illinois, Michigan

A copy of the current certification letter notifying the firm that it has been DBE certified must be
attached to this form.
Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledge

The McCormick Group

as a certified DBE.

Date Issued: July 3, 2012  Annual Renewal Due: July 31 (each year)

Reference the Indiana Department of Transportation’s DBE Public Search at http://www.in.gov/indot/2392.htm for the most current information regarding this certification

This certificate is valid through: October, 2015

Tiffany M. Mulligan, Economic Opportunity and Prequalifications Director

Derrick Casson, DBE Certification Manager
7.6 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: SRF Consulting Group, Inc.
   (Name of General Contractor Proposing)

PROJECT: City of Portage Transit Feasibility Study (RFP 15-14)

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

Public involvement

(Specify in detail, work items or parts thereof to be performed)


at the following price: $16,500.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

July 20, 2015

(Date)

317 537 2111

(Telephone No.)

7832 Timber Run Court

(Firm Address)

Indianapolis, Indiana

(City and State)

The McCormick Group

(Name of DBE Subcontractor)

By:

(Signature)

Name: Matt McCormick

(Typed)

Title: President
PART IV. GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FTA CONTRACTS

The following general terms and conditions will govern the basic Agreement and are a part thereof.

1. FINANCIAL ASSISTANCE:
The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Commission, which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Northwestern Indiana Regional Planning Commission.

2. CONTRACTS AMENDMENTS:
Any proposed change in this Agreement shall be submitted to the Commission for its prior approval, and when approved Commission will make the change by a written contract modification. The Commission may at any time by written order, and without notice to the sureties, make changes within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Lead Agency may decide to act upon the Contractor’s request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures: Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Commission. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Commission has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a NIRPC change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to Commission the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes: If a price adjustment is indicated, either upward
or downward, it shall be negotiated between Commission and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

3. CONTRACT TERMINATION PROVISIONS:
The following provisions have been developed by Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

Termination for Convenience: The Commission may terminate this contract in whole or in part, for the Commission’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Commission shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Commission, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

Termination for Default: If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Commission may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Commission that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the Commission after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: The Commission in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Commission’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Commission setting forth the nature of said breach or default, the Commission shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Commission from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. BREACHES AND DISPUTE RESOLUTION:
The following provisions have been developed by the Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F
Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Commission Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the Commission, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Commission or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5. ACCESS TO RECORDS AND REPORTS:
The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Commission, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
6. FEDERAL CHANGES:
Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the Northwestern Indiana Regional Planning Commission and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:
The Commission and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Commission, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS:

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

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

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

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

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

10. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

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

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Commission to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Commission. When the Commission has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Commission.

If any of these conditions are not met, the Commission reserves the right to withhold payment until the Commission is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

11. ENERGY CONSERVATION REQUIREMENTS:
The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C 6321 et. seq. and 49 CFR Part 18.

12. FLY AMERICA REQUIREMENTS:
The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:
The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice “FTA National ITS Architecture Policy on Transit Projects” at 66 Fed. Reg. 1459, January 8, 2001.

14. STATE AND LOCAL LAW DISCLAIMER:
State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:
The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

16. SUSPENSION AND DEBARMENT PROVISIONS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over $25,000.
By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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, (Recipient) may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to (Recipient) 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.


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 (Recipient).

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 Non-procurement 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, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"
1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] 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.

17. LOBBYING:

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

18. CLEAN WATER REQUIREMENTS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

19. CLEAN AIR REQUIREMENTS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

20. RECOVERED MATERIALS:
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SRF CONSULTING GROUP, INC. FOR CITY OF PORTAGE TRANSIT FEASIBILITY STUDY PROCURED UNDER RFP 15-14

PART I. BASIC AGREEMENT

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

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

2. Description of Services provided by the Contractor:
The Contractor shall provide the following: City of Portage Transit Feasibility Study. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in Part 2 of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

3. DBE Contractor Participation
The Contractor will enter into a formal agreement with DBE Sub-Contractors as per signed DBE Form 1 – Schedule of DBE Participation provided in Part 3 of this Agreement. Failure by contractor to carry out DBE requirements is a material breach of contract, by which may result in the termination of the contract or such other remedy as the Commission deems appropriate. Legal remedies include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.

4. Compensation:
The Contractor shall provide the identified goods and services as noted in Part 2 of this Agreement, for a cost not to exceed $149,610.00. Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in the Terms of Agreement section of this Agreement.

5. Terms of Agreement:
The Contractor shall commence work hereunder on August 21, 2015 and all services must be completed by August 1, 2016 with the final invoice due to the Commission no later than August 31, 2016.

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

(A) The Contractor shall submit monthly invoices to the Commission, which are sent within ten (10) days after the end of the month.
(B) The Contractor shall include on its invoice the amount due in proportion to the percentage of work complete.
7. Modification Provisions:

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

8. Termination:

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

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 August, 2015.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

By:

Tyson Warner
Executive Director

Date:

Attest:

Angie Hayes
Director of Finance and Administration
PART II. SCOPE OF WORK

1. Project Background/Overview

This project seeks to establish the potential for creating a public transit service for the City of Portage, Indiana. The City is located in Porter County at the southern tip of Lake Michigan, in the northwest corner of the state. Portage is a medium-sized city with a 2013 population of 36,812.

Public transit in Portage currently consists of commuter rail service to Chicago via the South Shore, and public demand response operated county-wide by two human services providers. One of the providers has severe capacity and budget constraints, and the other provider must charge a higher rate as they are not as highly subsidized. In addition, the Portage Township Senior Center offers transit in conjunction with its programming. It is not available to the general public.

Portage is located in the middle of the area known as “the region”. As the steel industry developed along the lakeshore, public transit grew out of the former Gary Railways company and covered the cities and towns in the northern portions of Lake and Porter Counties, including Portage. That early regional system collapsed in the 1970’s due to the lack of financial support from all of the communities served.

Today Portage is a thriving medium-sized city with recognized concentrations of jobs, commercial and medical services. The population is becoming more diverse and more jobs are being located in Portage than anywhere else in the county.

2. Project Tasks

(1) Timeline

Task 1: Timeline with dates for all expected activities, work products, and public participation.

Task Product: Timeline from start to completion.

(2) A Travel Market Analysis of the City.

Task 2: An analysis of the population including socio-economic characteristics focused on size, location and travel needs of potential transit dependent population based on age and income.

Task 3: An analysis of the current and forecasted locations of transit generators (employment centers, health service centers, shopping centers, and recreational opportunities). This should include all generators within the City of Portage, as well as regional generators (commuter, retail, educational, etc.) outside of the City of Portage.

Task Product: Analysis of current and potential markets and destinations. (Report on who lives in the City of Portage and where the jobs and services are located).

(3) Public/Community Leadership Involvement

Task 4: Provide a detailed public participation plan for receiving input and reporting back on the initial findings and final recommendations, including regular workshops/meetings and Internet/social media outlets.

Task 5: Develop and implement community survey instrument to determine community interest in new service.
Task 6: Develop and implement survey or interview methodology to conduct in-depth interviews with community leadership in disability services, senior citizens, health and human services, employment, education, faith-based organizations, nursing homes and other not-for-profits that do private transit, and elected officials on the perceived transportation needs in the City of Portage.

NOTE: Commission staff will facilitate meetings with area transit providers whose services could or already do impact the City of Portage. Commission and the City of Portage staff will also assist with identifying appropriate parties to be interviewed and will provide contact information.

Task 7: Develop and disseminate fact sheets, graphics, and information for public consumption. The City of Portage staff and the Commission Public Involvement Coordinator will assist with facilitating press access.

Task 8: Develop and disseminate periodic news articles for distribution to the area’s papers and community newsletter to inform and update the public on the study’s findings.

The Commission also owns keypad polling equipment and will make it available and assist with its use if the City of Portage and Consultant deem it appropriate.

Task Product: Report identifying outreach efforts, community needs, interest in and support for public transit in the City of Portage.

(4) Identification of potential service structure to meet needs.

Task 9a: Identify type(s) of service structure(s) to meet community needs. This identification should include transit mode(s), generators, markets, and service model(s), i.e., independent operation, partnership, and/or contractual.

Task 9b: Identify cost estimates including annual operating and maintenance costs, and capital needs.

Task 9c: Identify potential funding including grant sources, existing grant opportunities, and methodologies involved in securing funding.

Task Product: Peer comparisons and practices, analysis of potential routes and feeders, review of land use demands and activity generators, review of growth scenarios, and analysis of the financial implications of providing a public transit system in the City of Portage.

(5) Recommendations

Task 10: Develop a recommended operations plan for creating and financing an appropriate transit service for the City of Portage. Alternatively, provide detailed analysis of why public transit is not a solution for the City of Portage.

Task Product: Recommended service and implementation plan, or explanation of why the City of Portage should not pursue a transit service.

3. Partners & Associated Agencies
This study has been commissioned through a partnership between the Northwestern Indiana Regional Planning Commission and the City of Portage. The Commission shall serve as the lead agency in this effort.

3.1 Project Advisory Committee

In addition, there are a number of agencies and organizations that stand as affected stakeholders on this issue. These groups will be connected to the progress of this study through the formulation and execution of an Advisory Committee, where they will be asked to provide guidance on the plan’s scope and direction, participate in the selection of a preferred consultant, and provide feedback on drafts of the document. This committee will be composed of elected officials, transit officials, health and human services' agencies, potential riders, and city planners and economic development officials.

4. Current Documents Related to this Project

Research for Task 1 of this study can begin with a review of studies that have been previously authored by other agencies. This includes:

- 2040 Comprehensive Regional Plan – Northwestern Indiana Regional Planning Commission, 2011 and 2015 Update
- City of Portage Comprehensive Plan and subarea plans and studies
- City of Portage US Highway 20 Corridor Plan
- US Highway 6 Corridor Subarea Master Plan
- Ameriplex- At the Port Planned Unit Development (Holliday Properties)
- Regional Livable Centers Project (NIRPC)
7.1  NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

David K. Montebello, PE | President
Proposer

Signature of Proposer
7.2 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

49 CFR Part 29 - Executive Order 12549

Instructions for Certification
1. By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. 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.
3. 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.
5. 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.
6. 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.
7. 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 Non-Procurement List issued by U.S. General Service Administration.
8. 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.
9. 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.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, that neither it nor its "principals" (as defined at 49 C.F.R. § 29.105(p)) 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]

David K. Montebello, PE | President | Name and Title of Proposer's Authorized Official

July 20, 2015 | Date
CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A
Certification For Contracts, Grants, Loans, And Cooperative Agreements

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 Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

July 20, 2015

David K. Montebello, PE | President
7.3 DBE FORM I - SCHEDULE OF DBE PARTICIPATION

SCHEDULE OF DBE PARTICIPATION

Name of Proposer: SRF Consulting Group, Inc.
Project: Hobart Transit Feasibility Study
Proposal No: 15-15
Total Proposal Amount:

<table>
<thead>
<tr>
<th>NAME OF DBE SUBCONTRACTOR</th>
<th>ADDRESS (COUNTY, STATE)</th>
<th>TYPE OF WORK SUBCONTRACTED</th>
<th>DBE</th>
<th>SUBCONTRACT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connetics Transportation Group, Inc.</td>
<td>570 Colonial Park Dr. Suite 302, Roswell, GA 30075</td>
<td>Transit Operations Planning</td>
<td>Yes</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>The McCormick Group, Inc.</td>
<td>7832 Timber Run Ct, Indianapolis, IN 46256</td>
<td>Public Outreach</td>
<td>Yes</td>
<td>$16,500.00</td>
</tr>
</tbody>
</table>

DBE PARTICIPATION TOTAL VALUE $51,500

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

[Signature]
7.4 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION
(Reproduce as necessary)  20-2342464

I HEREBY DECLARE AND AFFIRM THAT I AM THE Vice President
(Title - Owner, President, etc.) and duly authorized representative of

Connetics Transportation Group, Inc. (Name of Firm) and I hereby declare and
affirm that I am a certified DBE.

Signed

Milbrey Heard
(Printed)

This firm has current DBE certification from the following agencies and/or state(s):

GA, FL, IL, MI, NY, NJ, TN, VA, AK, IO, CO, WI, CA, UT, NC, TX, OK, CT, OH, OR, NV, WA, MO, MN, SC, IN, MA

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.
02/02/2015

Connetics Transportation Group
570 Colonial Park Drive
Suite 302
Roswell, GA 30075

Dear Ms. Rosales,

Subject: DBE Certification Renewal Letter

The Indiana Department of Transportation Economic Opportunity Division (INDOT), hereby determines that this company remain certified as a Disadvantaged Business Enterprise (DBE) with the State of Indiana and shall remain certified unless and until INDOT revokes such certification for cause and affords your firm due process in accordance with 49 CFR § 26.87.

This certification allows your company to participate as a DBE on Federally-funded projects or contracts in the State of Indiana.

To maintain your DBE status, you must notify INDOT immediately of any change in location or contact information, including an updated email address. You must also inform INDOT in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements or any material change to the information provided in your application. The information above must be received by INDOT within (7) business days of the change. Failure to do so may result in revocation of your firm’s certification.

Please review the list of DBE Codes that can be accessed via link on the INDOT DBE website http://www.in.gov/indot/2674.htm to ensure that the proper code or codes have been assigned for the type of work that you have been certified to perform. Please note that the DBE Codes are very general and are used only to assist our customers in searching the INDOT DBE Directory for certified firms to meet contract goals. INDOT will assign the NAICS Code appropriate for your firm. If you disagree with our NAICS Code assignment, you may contact us to request reconsideration.

Questions regarding this certification may be addressed at 317-234-8087.

Sincerely,

Derrick Casson, DBE Certification Manager
Economic Opportunity Division

DC/SH

cc: file

www.in.gov/dot/
An Equal Opportunity Employer
<table>
<thead>
<tr>
<th>DBE Code</th>
<th>DBE Category</th>
<th>NAICS</th>
<th>Description</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>0055.122P</td>
<td>(P) Professional</td>
<td>541614</td>
<td>Process, Physical Distribution and Logistics Consulting</td>
<td>Transportation Management Consulting Services</td>
</tr>
</tbody>
</table>
7.5 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: SRF Consulting Group, Inc.  
(Name of General Contractor Proposing)

PROJECT: Hobart Transit Feasibility Study

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

Transit Operations Planning

(Specify in detail, work items or parts thereof to be performed)

at the following price: $35,000.00

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

July 16, 2015 (Date)  
(678) 461-0969 x.12 (Telephone No.)

Connetics Transportation Group, Inc. (Name of DBE Subcontractor)

670 Colonial Park Dr., Suite 302 (Firm Address)

By: [Signature]

Name: Millrev Heard (Typed)

Title: Vice President
7.4 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION
(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE President

(Title - Owner, President, etc.) and duly authorized representative of

The McCormick Group, Inc. (Name of Firm) and I hereby declare and

affirm that I am a certified DBE.

(Signed)

Matti McCormick

(Printed)

This firm has current DBE certification from the following agencies and/or state(s):

IN, Michigan, Illinois

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.
Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledge

The McCormick Group

as a certified DBE.

Date Issued: July 3, 2012

Annual Renewal Due: July 31 each year

Reference the Indiana Department of Transportation’s DBE Public Search at http://www.in.gov/indot/2392.htm for the most current information regarding this certification

This certificate is valid through: October, 2015

Tiffany M. Mulligan, Economic Opportunity and Prequalifications Director

Derrick Casson, DBE Certification Manager
7.5 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: SRF Consulting Group, Inc.
     (Name of General Contractor Proposing)

PROJECT: City of Hobart Transit Feasibility Study (RFP 15-15)

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)
Public Outreach

at the following price: $16,500

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

7/13/2015
(Date)

317-537-2111
(Telephone No.)

7832 Timber Run Court
(Firm Address)

Indianapolis, Indiana
(City and State)

The McCormick Group, Inc.
(Name of DBE Subcontractor)

By:
(Signature)

Name: Matti McCormick
(Typed)

Title: President
PART IV. GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FTA CONTRACTS

The following general terms and conditions will govern the basic Agreement and are a part thereof.

1. FINANCIAL ASSISTANCE:
The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Commission, which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Northwestern Indiana Regional Planning Commission.

2. CONTRACTS AMENDMENTS:
Any proposed change in this Agreement shall be submitted to the Commission for its prior approval, and when approved Commission will make the change by a written contract modification. The Commission may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Lead Agency may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures: Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Commission. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Commission has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a NIRPC change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to Commission the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes: If a price adjustment is indicated, either upward
or downward, it shall be negotiated between Commission and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

3. CONTRACT TERMINATION PROVISIONS:
The following provisions have been developed by Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

Termination for Convenience: The Commission may terminate this contract in whole or in part, for the Commission's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Commission shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Commission, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

Termination for Default: If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Commission may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Commission that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the Commission after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: The Commission in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Commission's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Commission setting forth the nature of said breach or default, the Commission shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Commission from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. BREACHES AND DISPUTE RESOLUTION:
The following provisions have been developed by the Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F
Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Commission Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the Commission, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Commission or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5. ACCESS TO RECORDS AND REPORTS:
The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Commission, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
6. FEDERAL CHANGES:
   Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA
   regulations, policies, procedures and directives, including without limitation those listed directly
   or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the
   Northwestern Indiana Regional Planning Commission and FTA, as they may be amended or
   promulgated from time to time during the term of this contract. The Contractor's failure to so
   comply shall constitute a material breach of this contract.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:
   The Commission and Contractor acknowledge and agree that, notwithstanding any
   concurrence by the federal government in or approval of the solicitation or award of the
   underlying contract, absent the express written consent by the federal government, the federal
   government is not a party to this contract and shall not be subject to any obligations or liabilities
   to the Commission, the Contractor, or any other party (whether or not a party to this Agreement)
   pertaining to any matter resulting from the Agreement. The Contractor agrees to include the
   above clause in each subcontract financed in whole or in part with federal assistance provided
   by FTA. It is further agreed that the clause shall not be modified, except to identify the
   subcontractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:
   The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act
   Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon
   execution of the underlying contract, the Contractor certifies or affirms the truthfulness and
   accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining
   to the underlying contract or the FTA assisted project for which this contract work is being
   performed. In addition to other penalties that may be applicable, the Contractor further
   acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,
   statement, submission, or certification, the Federal Government reserves the right to impose
   the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent
   the Federal Government deems appropriate. The Contractor also acknowledges that if it
   makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission,
   or certification to the Federal Government under a contract connected with a project that is
   financed in whole or in part with Federal assistance originally awarded by FTA under the
   authority of 49 U.S.C. § 5307; the Government reserves the right to impose the penalties of 18
   Government deems appropriate. The Contractor agrees to include the above two clauses in
   each subcontract financed in whole or in part with federal assistance provided by FTA. It is
   further agreed that the clauses shall not be modified, except to identify the subcontractor who
   will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS:
   following requirements apply to the underlying contract.

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

   Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act,

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

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

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

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

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Commission to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Commission. When the Commission has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Commission.

If any of these conditions are not met, the Commission reserves the right to withhold payment until the Commission is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

11. ENERGY CONSERVATION REQUIREMENTS:
The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C. 6321 et seq. and 49 CFR Part 18.

12. FLY AMERICA REQUIREMENTS:
The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:
The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice “FTA National ITS Architecture Policy on Transit Projects” at 66 Fed. Reg. 1459, January 8, 2001.

14. STATE AND LOCAL LAW DISCLAIMER:
State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:
The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

16. SUSPENSION AND DEBARMENT PROVISIONS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over $25,000.
By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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, (Recipient) may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to (Recipient) 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.


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 (Recipient).

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 Non-procurement 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, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"
1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] 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.

17. LOBBYING:

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

18. CLEAN WATER REQUIREMENTS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

19. CLEAN AIR REQUIREMENTS:
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

20. RECOVERED MATERIALS:
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
RESOLUTION 15-19

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AMENDING THE 2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE, PORTER, AND LAPORENTE COUNTIES, INDIANA

AMENDMENT NO. 03
August 20, 2015

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

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

WHEREAS, the Commission performs the above activities to satisfy regional requirements under the Federal-Aid Highway Act of 1962, as amended, the Surface Transportation Assistance Act of 1978, as amended, the Urban Mass Transportation Act of 1964, as amended, the Rail Reorganization Act of 1973, the 1970 Clean Air Act, as amended, the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century, the Safe, Accountable, Flexible and Efficient Transportation Equity Act—A Legacy for Users (2005), and the Moving Ahead for Progress in the 21st Century Act (2012), as well as other federal, state and local laws mandating transportation planning activities; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the 2040 Comprehensive Regional Plan (CRP); and
WHEREAS, the FY 2016-2019 Transportation Improvement Program is an implementation of the 2040 Comprehensive Regional Plan (CRP); is fiscally constrained, and is consistent with the State Implementation Plan for Air Quality; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U.S. Environmental Protection Agency; and

WHEREAS, the changes to the FY 2016-2019 Transportation Improvement Program brought about by this amendment were reviewed by the Air Quality Conformity Task Force’s Interagency Consultation Group (ICG).

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the 2016-2019 Transportation Improvement Program by adding the new projects and making other changes as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this twentieth day of August, 2015.

Blair Milo
Chairperson

ATTEST:

Robert J. Schaefer
Secretary
### NEW INDOT Projects & Project Phases

<table>
<thead>
<tr>
<th>DES</th>
<th>Sponsor</th>
<th>Action Requested</th>
<th>Project Description</th>
<th>Federal Funds</th>
<th>Phase</th>
<th>Year</th>
<th>Funds Total</th>
<th>Federal</th>
<th>Non-Federal</th>
</tr>
</thead>
<tbody>
<tr>
<td>8351540</td>
<td>INDOT</td>
<td>Add New Project</td>
<td>SR 130 Intersection Improvements at Lake/Porter County Line Road. Includes Channelized Turn Lanes &amp; Signals</td>
<td>State STP</td>
<td>CN</td>
<td>2016</td>
<td>$800,000</td>
<td>$640,000</td>
<td>$160,000</td>
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</table>

Located in City of Hobart (Lake County) and unincorporated Porter County.

<table>
<thead>
<tr>
<th>DES</th>
<th>Sponsor</th>
<th>Action Requested</th>
<th>Project Description</th>
<th>Federal Funds</th>
<th>Phase</th>
<th>Year</th>
<th>Funds Total</th>
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<th>Non-Federal</th>
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</thead>
<tbody>
<tr>
<td>0201034</td>
<td>INDOT</td>
<td>Add New Project</td>
<td>SR 130 New Signals at Lake/Porter County Line Road.</td>
<td>State STP</td>
<td>CN</td>
<td>2016</td>
<td>$130,000</td>
<td>$104,000</td>
<td>$26,000</td>
</tr>
</tbody>
</table>

Located in City of Hobart (Lake County) and unincorporated Porter County.
RESOLUTION 15-20

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AMENDING THE 2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE, PORTER, AND LAPORTE COUNTIES, INDIANA

AMENDMENT NO. 04
August 20, 2015

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

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

WHEREAS, the Commission performs the above activities to satisfy regional requirements under the Federal-Aid Highway Act of 1962, as amended, the Surface Transportation Assistance Act of 1978, as amended, the Urban Mass Transportation Act of 1964, as amended, the Rail Reorganization Act of 1973, the 1970 Clean Air Act, as amended, the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century, the Safe, Accountable, Flexible and Efficient Transportation Equity Act—A Legacy for Users (2005), and the Moving Ahead for Progress in the 21st Century Act (2012), as well as other federal, state and local laws mandating transportation planning activities; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the 2040 Comprehensive Regional Plan (CRP); and
WHEREAS, the FY 2016-2019 Transportation Improvement Program is an implementation of the 2040 Comprehensive Regional Plan (CRP); is fiscally constrained, and is consistent with the State Implementation Plan for Air Quality; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U.S. Environmental Protection Agency; and

WHEREAS, the changes to the FY 2016-2019 Transportation Improvement Program brought about by this amendment were reviewed by the Air Quality Conformity Task Force’s Interagency Consultation Group (ICG).

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the 2016-2019 Transportation Improvement Program by adding the new projects and making other changes as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this twentieth day of August, 2015.

Blair Milo
Chairperson

ATTEST:

Robert J. Schaefer
Secretary
<table>
<thead>
<tr>
<th>NEW Local Projects &amp; Project Phases</th>
<th>DES</th>
<th>Sponsor</th>
<th>Action Requested</th>
<th>Action Taken</th>
<th>Funds</th>
<th>Phase</th>
<th>Year</th>
<th>Total</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Federal</td>
<td>Non-Federal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0710056</td>
<td>Munster</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reconstruction of 45th St. from 10th to Calumet Ave</td>
<td>0.2 mi of Calumet Ave to</td>
<td>2016</td>
<td>$50,000</td>
<td>$40,000</td>
<td>$10,000</td>
<td></td>
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<tr>
<td>PE/STPI</td>
<td>Add New Phase</td>
<td>Demo</td>
<td>PE</td>
<td>PL</td>
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<td></td>
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</tr>
<tr>
<td>1592727</td>
<td></td>
<td>NIRPC</td>
<td>2016</td>
<td>$20,000</td>
<td>$16,000</td>
<td>$4,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production of guide for standardized trail signage &amp; designs on Erie-Lackawanna &amp; Prairie-Duneland Trails.</td>
<td>Planning work only. Sign installation will occur under Highland Project 1592274 (below).</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1592274</td>
<td>Highland</td>
<td></td>
<td>PE</td>
<td>TAP</td>
<td>CN</td>
<td>CN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase &amp; install up to 10 bicycle racks.</td>
<td>Will include street identification, map signs at trailheads, mile marker, and community entrance signs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1592273</td>
<td>Lowell</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Purchase &amp; install up to 10 bicycle racks.</td>
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<tr>
<td>1592273</td>
<td>Lowell</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

Racks to be installed in downtown Lowell, at Library & Town Hall. Our final Bike Rack project funded under the 2009 Eligibility Determination.
<table>
<thead>
<tr>
<th>DES</th>
<th>Sponsor</th>
<th>Project</th>
<th>Action Requested</th>
<th>Federal Funds</th>
<th>Phase</th>
<th>Year</th>
<th>Funds Total</th>
<th>Federal</th>
<th>Non-Federal</th>
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</thead>
<tbody>
<tr>
<td>1592274</td>
<td>Hobart</td>
<td>Deep River Stormwater Outfall and BMP.</td>
<td>Add New Project</td>
<td>TAP</td>
<td>PE</td>
<td>2016</td>
<td>$45,000</td>
<td>$36,000</td>
<td>$9,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CN</td>
<td>2018</td>
<td>$308,100</td>
<td>$246,480</td>
<td>$61,620</td>
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<td></td>
<td></td>
<td>Installation of a swirl separator, or similar BMP on the outfall to Deep River from the Downtown/Lake Front District.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1500346</td>
<td>Lake County</td>
<td>County-wide Bridge Inspections</td>
<td>Add New Phase</td>
<td>State Bridge</td>
<td>PE</td>
<td>2016</td>
<td>$143,750</td>
<td>$115,000</td>
<td>$28,750</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2018</td>
<td>$168,750</td>
<td>$135,000</td>
<td>$33,750</td>
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<tr>
<td>1297017</td>
<td>Hammond</td>
<td>Reconstruct relinquished SR 312 from IN/IL State Line to White Oak Ave. Cost to Complete: $36,380,925.</td>
<td>Add New Phase</td>
<td>Demo</td>
<td>PE</td>
<td>2016</td>
<td>$123,400</td>
<td>$98,720</td>
<td>$24,680</td>
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<td></td>
<td></td>
<td>Supplemental funds.</td>
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</table>

**DELETE Local Projects & Project Phases**

<table>
<thead>
<tr>
<th>DES</th>
<th>Sponsor</th>
<th>Project</th>
<th>Action Requested</th>
<th>Federal Funds</th>
<th>Phase</th>
<th>Year</th>
<th>Funds Total</th>
<th>Federal</th>
<th>Non-Federal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500319</td>
<td>Munster</td>
<td>Construct Grade Separation Structure (45th Ave beneath RR)</td>
<td>Delete Project</td>
<td>STP I</td>
<td>CN</td>
<td>2017</td>
<td>$8,082,512</td>
<td>$6,466,010</td>
<td>$1,616,502</td>
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<tr>
<td></td>
<td></td>
<td>Project recombined with original road project (0710056).</td>
<td></td>
<td></td>
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</tbody>
</table>
RESOLUTION 15-21

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AMENDING THE FY 2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE, PORTER, AND LA PORTE COUNTIES, INDIANA AMENDMENT NO. 5

AUGUST 20, 2015

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

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

WHEREAS, the Commission performs the above activities to satisfy regional requirements under the Moving Ahead for Progress in the 21st Century (2012), as well as other federal, state and local laws mandating transportation planning activities; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the 2040 Comprehensive Regional Plan (CRP); and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is an implementation of the 2040 Comprehensive Regional Plan (CRP); is fiscally constrained, and is consistent with the State Implementation Plan for Air Quality; and
WHEREAS, the FY 2016-2019 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U.S. Environmental Protection Agency; and

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the FY 2016-2019 Transportation Improvement Program by adding the transit project(s) as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this twenty-first day of August, 2015.

________________________
Blair Milo
Chairperson

ATTEST:

________________________
Robert J. Schaefer
Secretary
Transportation Improvement Program for Lake, Porter, and LaPorte Counties, Indiana for 2014-2017
Amendment No. 5, Aug. 13, 2015 TRANSIT ONLY

Local Public Transit
ADD New Public Transit Projects

<table>
<thead>
<tr>
<th>DES</th>
<th>Applicant</th>
<th>Project Name</th>
<th>Fund Type</th>
<th>Year</th>
<th>Total Cost</th>
<th>FTA Funds</th>
<th>Total Non-Federal Funds</th>
<th>Air Quality Conformity Document Reference Status</th>
<th>Regionally Significant</th>
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<tbody>
<tr>
<td>pending</td>
<td>PAF, Inc.</td>
<td>2 Vehicles from the State Sec. 5310 Program</td>
<td>Section 5310</td>
<td>FY 2016</td>
<td>$87,000</td>
<td>$69,600</td>
<td>$17,400</td>
<td>Exempt Table 2,#21</td>
<td>No</td>
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</table>