



21801 Torrence Ave., Sauk Village, IL 60411 – Phone (708) 758-3330 – Fax (708) 758-1634

March 3, 2021

**REQUEST FOR QUALIFICATIONS (RFQ) FROM CONSULTING FIRMS FOR
THE OLD PLANK ROAD TRAIL EXTENSION FEASIBILITY STUDY**

The Village of Sauk Village is requesting proposals from interested contractors to provide assistance with developing an Old Plank Road Trail Extension Feasibility Study as described in this Request for Qualifications (RFQ).

Sauk Village will conduct a non-mandatory pre-bid information session on March 17, 2021 at 1:00 p.m. local time, via webinar/conference call.

Join the Zoom webinar/conference call:

Join Zoom Meeting

<https://zoom.us/j/91585748218?pwd=QjRtaUJndFlaE5yZ2xDWjMrRWdZdz09>

Meeting ID: 915 8574 8218

Passcode: 492446

Participation in the pre-bid discussion is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish. The questions and responses noted during the pre-bid discussion will be sent to all meeting attendees and posted to the Village's website.

If your team is qualified and experienced in performing the described services, Sauk Village would appreciate receiving your proposal as indicated in the RFQ. The deadline for submissions in response to the RFQ is **3:00 p.m. on March 31, 2021.**

Thank you, and if you have any questions, please call me at (708) 758-3330.

Sincerely,

Jerry Hurckes
Village Administrator, Sauk Village

Enclosure

REQUEST FOR QUALIFICATIONS (RFQ) FROM CONSULTING FIRMS FOR THE OLD PLANK ROAD TRAIL EXTENSION FEASIBILITY STUDY

The Village of Sauk Village invites consultants to submit proposals to prepare an Old Plank Road Trail Extension Feasibility Study as described in this scope of services. Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

Project Summary

The Village of Sauk Village, Illinois is accepting proposals for consultant services to prepare a feasibility/planning study for a potential extension of the Old Plank Road Trail (OPRT). This project will assess the feasibility of extending the OPRT from its current terminus in Chicago Heights, east through the Villages of Ford Heights, Sauk Village, and Lynwood and Towns of Dyer and Schererville, to connect to the Pennsy Greenway in Indiana. The purpose of the study is to evaluate and identify preferred trail alignments, including the land adjacent to the Canadian National rail corridor, and develop a scope of work that can be carried forward for further development. The recommendations will be based on engineering analysis, as well as stakeholder and community input and preferences, and will lay the basic groundwork for a finance strategy, railroad agreements, cost of preliminary engineering, design and engineering, right-of-way acquisition, and phased construction of the trail extension.

Partners and Funding

The project partners are: six municipalities (Chicago Heights, Ford Heights, Sauk Village, Lynwood, Dyer, and Schererville), Cook County, the Forest Preserves of Cook and Will Counties, Openlands, South Suburban Mayors and Managers Association, Chicago Metropolitan Agency for Planning (CMAP), and Northwestern Indiana Regional Planning Commission (NIRPC). Sauk Village, on behalf of the project partners, submitted a grant application to Cook County's 2020 Invest in Cook program and was awarded three hundred thousand dollars (\$300,000) to fund the feasibility study. Additionally, NIRPC has agreed to contribute up to fifty thousand dollars (\$50,000) toward the cost of conducting the feasibility study.

Community Benefits

Once completed, this bi-state trail connection will bridge a critical gap in the regional trail system, connect residents and visitors to key destinations, and help to realize a larger vision aimed at revitalizing the Chicago Southland and supporting active, safe, and healthy communities across the Calumet region. The benefits of this regional project are far-reaching and include public health, economic, and transportation benefits, as well as positive effects on community pride and identity. A comprehensive trail network would serve as an economic engine for the region, allowing residents and tourists to explore the area and venture into communities near and far to shop in stores, relax in parks, and visit cultural attractions. The OPRT extension will meet the Pennsy Greenway, which connects north to the Burnham Greenway, Cal-Sag and Lakefront Trails, and Chicago. The trail will also connect to the new Northern Indiana Commuter Transportation District (NICTD) West Lake Corridor Project, which will provide a vital transportation link between Chicago and Cook County and northwest Indiana.

SECTION 2: Scope of Services

Project Description

The purpose of this project is to examine the feasibility of extending the OPRT from its current terminus at the Thorn Creek Trail in Chicago Heights, Illinois to the Pennsy Greenway in Schererville, Indiana. The study will result in the recommendation of a preferred alignment, which can be carried forward for further development. The preferred route should be safe, feasible, cost-effective, and consistent with stakeholder and community input and preferences. The study should include a strong implementation strategy, aligning near and mid-term actions with available financial resources and designating clear roles and responsibilities for the various project partners and stakeholders.

Deliverables:

The feasibility study will include a recommended route for trail alignment and access points, cost estimates for subsequent phases of engineering and construction, and a detailed implementation strategy. The

implementation strategy may include identified right-of-way/parcels that need to be purchased, description of policy changes and/or procedural modifications required for implementation, description of requirements for a request for qualifications (RFQ) for preliminary engineering services, and maintenance and management plan for trail extension. A separate deliverable, which should be described in the study, is the creation and execution of agreements with the railroad and pipeline. These agreements will help facilitate a timely move from planning to Phase I engineering.

The trail alignment and feasibility study will be presented to the Boards and Councils of municipalities within the study area for formal adoption. Interim deliverables, including an existing conditions report, presentation of alternatives, and draft feasibility study, will also be produced during the project and submitted to the Steering Committee for review. Drafts of all deliverables must be provided to Sauk Village and select partners for review at least two weeks before their release to a Steering Committee or the public.

Main considerations for feasibility study:

To evaluate feasibility, the preferred trail alignment, and next steps, the study will need to consider a number of factors, including but not limited to the following:

- Existing local and regional bicycle and pedestrian systems;
- Programmed or near-term improvements;
- Feasibility and desirability of both off-street and on-street options along potential routes;
- Major barriers such as rail lines, expressways, arterial roads, and pipelines;
- Roadway and intersection classification and characteristics;
- Environmental issues, such as wetlands, drainage, rights of way, and utilities;
- Adjacent land uses and destinations that may affect trail access and trailhead locations;
- Property ownership and responsibility for future operation and maintenance of the trail; and
- Potential fund sources for further study, engineering, and trail construction.

Bi-state and multi-jurisdictional nature of project:

This is a bi-state and multi-jurisdictional project; any potential trail or bikeway connection will pass through two states, multiple municipalities, and unincorporated areas, utilizing lands and/or roadway rights-of-way that are under different ownership and jurisdiction. Each jurisdiction has its own policies, requirements, and ordinances that address trails, shared-use paths, and bikeways, and these will need to be addressed in the feasibility study.

Supportive plans, policies, and studies:

The extension of the OPRT will help achieve key goals and objectives outlined in numerous local, sub-regional, and regional plans. The following documents should be reviewed, referenced, and incorporated during the process of developing the feasibility study:

- City of Chicago Heights Comprehensive Plan (2015) and Action Transportation Plan (2012)
- Envision Ford Heights (2017)
- Village of Sauk Village Comprehensive Plan (2019)
- Village of Lynwood Comprehensive Plan (2014)
- Town of Schererville Comprehensive Plan (2009)
- Openlands 2018-2022 Strategic Plan
- SSMMA IL Route 394/Route 1 Corridor Plan (2015)
- SSMMA Complete Streets & Trails Plan (2017)
- Connecting Cook County (2016)
- Northeastern Illinois Regional Greenways and Trail Plan (2016)
- ON TO 2050 (2018)
- NWI 2050 Plan (2019)
- The American Discovery Trail
- Great American Rail-Trail

Scope of Services

The following scope of work is designed to be completed in approximately 20-24 months. The selected consultant will work under the direction of Sauk Village, but is expected to interact frequently with representatives of the project partners, directly and through the project Steering Committee.

Steering Committee:

The Steering Committee will be formed at the initiation of the project and should include representatives from the municipalities (Chicago Heights, Ford Heights, Sauk Village, Lynwood, Dyer, and Schererville), Cook County, South Suburban Mayors and Managers Association (SSMMA), Chicago Metropolitan Agency for Planning (CMAP), and Northwestern Indiana Regional Planning Commission (NIRPC). Consultants should expect the Steering Committee to meet at least six (6) times over the duration of the project.

There are several other important stakeholders who should be engaged and given an opportunity to provide significant input on the study, either through participation on the Steering Committee or other forms of engagement. Some of these stakeholders include the Forest Preserves of Cook and Will Counties, Openlands, roadway transportation agencies (IDOT, INDOT, Cook County Department of Transportation and Highways), Pace, Canadian National Railway, and Interstate Commerce Commission.

Project activities:

To develop a successful feasibility study, the following phases and tasks are expected:

Phase 1: Project initiation (~6 months)

- *Task 1.1 Kickoff meeting with Steering Committee*
The consultant will hold a kickoff meeting with the Steering Committee to review the committee's expectations for the project and its role in the process, discuss the committee's concerns and priorities to be addressed in the feasibility study, and identify key persons for stakeholder interviews and other engagement.
- *Task 1.2 Kickoff meeting with IDOT*
The consultant will hold a kickoff meeting with IDOT to introduce the project scope and schedule, discuss IDOT's expectations for the project and its role in the process, and identify key persons for stakeholder interviews and other engagement.
- *Task 1.3 Create project webpage*
The consultant will create and host a dedicated project webpage containing information on the planning process and key deliverables. Materials posted on the webpage may include project announcements, upcoming meeting dates, meeting materials, and draft documents for review. The consultant will be responsible for posting material and keeping the page up-to-date.
- *Task 1.4 Stakeholder engagement*
The consultant will conduct key person and/or small group interviews to aid in its understanding of conditions within the study area relating to the possible extension of the OPRT. The interviews and focus groups will likely include members of the Steering Committee, as well as: Forest Preserves of Cook and Will Counties, Openlands, South Shore Trails, IDOT, INDOT, Cook County Department of Transportation and Highways, Pace, Canadian National Railway and adjacent land owners (Ford Plant, among others), Interstate Commerce Commission, NICTD, Norfolk Southern Railway, Enbridge, and NIES Engineering. The consultant may also be asked to present the project at various regional or sub-regional meetings, such as SSMMA's Transportation Committee meeting.
- *Task 1.5 Existing conditions research*
The consultant will perform field visits and site investigations, review existing regulations, plans, policies, and studies pertinent to this project, and collect and analyze relevant data for the study area. Data will likely include, but is not limited to, land use and ownership records, roadway

characteristics, traffic and safety data, infrastructure conditions, location of trails and transit, environmental information, and flood map data. In conjunction with stakeholder engagement, this task should also include utility and agency coordination to identify potential conflicts, agency concerns, cost and time impacts, and impacts on/from other projects.

- *Task 1.6 Policy analysis*

The consultant will conduct a policy analysis to determine whether any policies, regulations, or established procedures of relevant public and private agencies and organizations may support (or, conversely, hinder) the feasibility and success of potential alternative routes—and, if applicable, non-motorized transportation within the study area. This task should result in an interim deliverable that identifies and discusses relevant policy, procedural, and/or programmatic issues that could affect feasibility, as well as how these issues might be addressed.

- *Task 1.7 Draft existing conditions report*

The consultant will draft an existing conditions report, including the history of the study area, maps and data analysis, policy analysis, and a summary of stakeholder input. The report will also include preliminary findings that may affect the identification and evaluation of alternatives.

- *Task 1.8 Steering Committee meeting*

The consultant will meet with the Steering Committee to present the existing conditions report. The Steering Committee will create one set of consensus revisions to the report, which the consultant will incorporate prior to moving forward with drafting the study.

- *Task 1.9 Begin negotiations with railroad and pipeline*

The consultant will establish a basis for and begin negotiations with Canadian National Railway and Enbridge to move forward with preliminary engineering (Phase I) of the preferred scenario.

Phase 2: Identification and evaluation of alternatives (~6 months)

- *Task 2.1 Identify alternatives*

The consultant will develop and describe potential alternative routes for extending the OPRT east from Chicago Heights to connect to the Pennsy Greenway. This task will result in a deliverable identifying and describing potential alternatives. It is presumed that all routes will utilize, to some degree, lands along the Canadian National Railway.

- *Task 2.2 Establish evaluation criteria and methods*

The consultant will define criteria and a method of analysis to guide the evaluation of alternatives. This task will result in a deliverable describing the thought process behind and method that will be used to select a preferred route. The consultant should consider criteria such as safety, directness, consistency with other segments of the trail, environmental concerns, and cost. Criteria may be qualitative, quantitative, or (most likely) a mixture of both. The method should be clearly described and documented before the evaluation of alternatives occurs.

- *Task 2.3 Steering Committee meeting*

The consultant will meet with the Steering Committee and other select stakeholders, as needed, to present the alternatives and proposed evaluation criteria. Feedback will be addressed before the consultant evaluates the alternatives or begins public engagement.

- *Task 2.4 Public engagement*

The consultant will present the alternatives and invite public comment on the proposed routes. The alternatives should be clearly described and illustrated, and the project team should be available to answer questions. Comments should also be collected via the project website.

- *Task 2.5 Evaluate alternatives and develop recommendation*
Following the public engagement activities and agreement of the Steering Committee on the proposed criteria and analytical method, the consultant will analyze and evaluate potential alternative routes. This task will result in a deliverable that describes in detail the preferred route and the method used to identify and evaluate that route. The preferred route may be a combination of elements from the various alternatives.
- *Task 2.6 Steering Committee meeting*
The consultant will meet with the Steering Committee to present the results of the evaluation and to recommend for a preferred route. The Steering Committee will need to reach a consensus on and select a preferred scenario. The preferred scenario will be the focus of additional analysis and the final study.

Phase 3: Feasibility and negotiations (~6 months)

- *Task 3.1 Feasibility analysis of selected route*
Based on the selected route, the consultant will develop planning-level cost estimates, description of policy changes and/or procedural modifications required for implementation, and a series of next steps meant to advance the project and be outlined in the final feasibility study.
- *Task 3.2 Conclude negotiations with railroad and pipeline*
The consultant will conclude negotiations with Canadian National Railway and Enbridge. Agreements should be in place to move forward with preliminary engineering (Phase I) of the preferred scenario.
- *Task 3.3 Draft study*
The consultant will draft the final deliverable, including a recommended route for trail alignment and access points along the trail, cost estimates for subsequent phases of engineering and construction, and a detailed implementation strategy. This project is not expected to result in detailed design of the preferred route. Rather, it is understood that a full project development process, including preliminary engineering, will still be necessary after the completion of this study. However, the study should provide relevant information about the route, such as facility type and characteristics in each section, what sort of infrastructure will be needed, where that infrastructure will be located and how it may be constructed, and any other pertinent route and route planning information.
- *Task 3.4 Steering Committee meeting*
The consultant will meet with the Steering Committee to present the draft study. The Steering Committee will create one set of consensus revisions to the study, which the consultant will incorporate prior to finalizing it.

Phase 4: Final study, public review, and adoption (~2-6 months)

- *Task 4.1 Final study*
The consultant will finalize the study based on Steering Committee review, post the final document to the project webpage, and distribute final documentation to Sauk Village and the other project partners.
- *Task 4.2 Final presentations*
The consultant will be available to attend and present at sub-regional meetings, such as SSMMA's Transportation Committee meeting.
- *Task 4.3 Adoption meetings*
The consultant will be available to attend and present at adoption meetings for the participating municipalities.

SECTION 3: Procurement Details

Selection Process and Schedule

March 3, 2021	Release RFQ
March 17, 2021	Non-mandatory pre-bid webinar/conference call
March 31, 2021	Proposals due
May 13, 2021	Interview finalists
May-June 2021	Decision and execution of contract
June 2021	Project kickoff

Evaluation Criteria

All responses to this request for qualifications will be evaluated on the basis of:

1. Experience of consulting firm and key personnel, including quality and relevance of examples of similar work and the record and experience of identified staff relevant to the scope of services.
2. Demonstrated functional capabilities and subject matter expertise, including the creation of feasibility studies, development and application of evaluation criteria, policy analysis, data analysis and mapping, knowledge and experience with standards and agencies, funding and resource allocation experience, and engagement techniques.
3. Approach to developing the feasibility study and understanding of regional context and challenges.

The consultant selection committee, which will be comprised of project Steering Committee members, may determine that interviews are needed to assist in making the consultant selection. Select consulting firms may be contacted to schedule a virtual interview.

SECTION 4: Submittal Requirements

Proposals must be received by Sauk Village by (10 Copies) 3:00 p.m. on Tuesday, March 31, 2021

Proposals should be submitted in the order presented:

1. Identify the consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of any subcontractors, and describe the team's structure for leadership, support, and accountability. Provide resumes for each team member and define their role on the project. Individual resumes should not exceed three pages each.
2. Provide a narrative describing the approach and techniques the consulting team will use to complete the entire scope of services. The narrative must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables.
3. Provide at least three examples of similar work that the consultant or consulting team has completed. Specify the client, date completed, and approximate cost of each example. Provide references for each project, including contact name, email, and phone number.

Proposals must be submitted to Sauk Village no later than **3:00 p.m. on Tuesday, March 31, 2021**. All proposals should be directed to Marva Campbell-Pruitt, Village Clerk, and submitted via email to mcampbell-pruitt@saukvillage.org with the subject line: Response to RFQ for Old Plank Road Trail Feasibility Study.

SECTION 5: General Terms and Conditions Associated with FHWA Contracts

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

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

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

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

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

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

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

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

1.6. Compliance with Laws.

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

B. The CONTRACTOR and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations

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

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

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

G. As required by IC §5-22-3-7:

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

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

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

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

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

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

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

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

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

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

1.7. Debarment and Suspension.

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

B. The CONTRACTOR certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The CONTRACTOR shall immediately notify the Commission if any subcontractor becomes debarred or

suspended, and shall, at the Commission's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

1.8. Drug-Free Workplace Certification.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

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

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

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

1.16. Non-Discrimination.

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

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

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

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

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

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

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

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

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

5. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall

impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Form P-309

NON-COLLUSION AFFIDAVIT

The undersigned Contractor, 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 contracting not to induce anyone to refrain from contracting, and that this contract is made without reference to any other contract and without any agreement, understanding or combination with any other person in reference to such contracting. 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.

Contractor

Signature of Contractor

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**

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

In regard to 49 CFR Part 29 and Executive Order 12549

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "persons", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

Pursuant to the above instructions:

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 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 Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

Contractor

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION IN NO INVESTMENT IN IRAN

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

Contractor

Signed: _____

Printed Name: _____

Title: _____

Date: _____