

CONSULTING CONTRACT

Contract #0000000000000000000035095

This Contract ("this Contract") is made and entered into effective as of the date of approval by the Indiana Attorney General affixed to this Contract by and between the State of Indiana ("State"), acting by and through the Indiana Department of Transportation ("INDOT"), and LOCHMUELLER GROUP, INC. (the "CONSULTANT"), [a corporation organized under the laws of the State of Indiana].

WITNESSETH

WHEREAS, INDOT wishes to hire the CONSULTANT to provide services required for the NEPA Document Preparation Services MS 231 Other Type Project (Miscellaneous) in the Vincennes District, Des No.: 1801941.

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the services and deliverables described in **Appendix "A"** which is attached and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY INDOT. The information and services to be furnished by INDOT is set out in **Appendix "B"** which is attached and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the Attorney General signature affixed to this Contract until July 01, 2022.

SECTION IV COMPENSATION. INDOT shall pay the CONSULTANT for the services performed under this Contract in accordance with **Appendix "D"** which is attached and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$6,546,400.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from INDOT, and shall deliver the work to INDOT in accordance with the schedule contained in **Appendix "C"** attached and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

"Subconsultant" as used in this contract refers to a subcontractor of the CONSULTANT performing services under this contract.

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years

from the date of final payment under the terms of this Contract, for the purpose of making inspection, audit, examination, excerpts and transcriptions by the recipient and sub recipient, as those terms are defined in 2 CFR §200.86 and §200.93 respectively, INDOT, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, and copies thereof shall be furnished free of charge, if requested. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. Assignment; Successors.

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without INDOT's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of INDOT, provided that the CONSULTANT gives written notice (including evidence of such assignment) to INDOT thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. Any substitution of SUB-CONSULTANTS and/or disadvantaged business enterprises must first be approved and receive written authorization of INDOT's the Consultant Selection Review Committee and INDOT's Economic Opportunity Division Director, respectively, or their respective designee.

3. Audit. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. Authority to Bind Consultant. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. Certification for Federal-Aid Contracts Lobbying Activities.

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- I. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 contracts, 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.

- II. 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 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.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all 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.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by INDOT. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by INDOT and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to INDOT that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *Required State of Indiana Payments.* Neither the CONSULTANT nor the CONSULTANT'S principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the CONSULTANT agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the CONSULTANT. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONSULTANT becomes current in its payments and has submitted proof of such payment to INDOT.
- ii. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, CONSULTANT agrees that INDOT may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- iii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable

licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iv. *Work Specific Standards.* The CONSULTANT and its SUBCONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT.
- v. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- vi. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify INDOT of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vii. *Debarment and Suspension of any SUBCONSULTANTS.* The CONSULTANT's SUBCONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties of costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the State if any SUBCONSULTANT becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the SUBCONSULTANT for work to be performed under this Contract.

C. *Ethics.* The CONSULTANT 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 **CONSULTANT 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 Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the CONSULTANT. In addition, the CONSULTANT may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

D. *Telephone Solicitation.* As required by IC 5-22-3-7: (1) the CONSULTANT and any principals of the CONSULTANT certify that (A) the CONSULTANT, 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 CONSULTANT will not violate the terms of IC 24-4.7 for

the duration of the Contract, even if IC 24-4.7 is preempted by federal law. (2) The CONSULTANT and any principals of the CONSULTANT certify that an affiliate or principal of the CONSULTANT and any agent acting on behalf of the CONSULTANT or on behalf of an affiliate or principal of the CONSULTANT: (A) except for de minimis and nonsystematic violations, 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 Contract, even if IC 24-4.7 is preempted by federal law.

E. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(D), INDOT may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
- ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract; or
- iii. bar the CONSULTANT from contracting with the State of Indiana.

F. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to INDOT. A determination by INDOT under this Section 7.F shall be final and binding on the parties and not subject to administrative review. Any payments INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. INDOT will not pay for work not performed to INDOT's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of State Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without INDOT's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for INDOT under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by INDOT in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and INDOT agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Prompt Payment.** The CONSULTANT agrees to pay each subconsultant under this Contract for satisfactory performance of its contract no later than ten (10) business days from the receipt of each payment the CONSULTANT receives from INDOT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of INDOT. The explanation from the CONSULTANT shall be made in writing to INDOT.

This clause applies to both DBE and non-DBE subconsultants. Failure to comply with this clause shall constitute a material breach of this Contract and may result in sanctions under this Contract.

11. [Reserved]

12. Delays and Extensions. The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by INDOT subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of INDOT of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract; INDOT at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify INDOT in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

13. DBE Requirements.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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 INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and approved by INDOT's Economic Opportunity Division.

14. Disputes

A. Should any disputes arise with respect to this Contract, the CONSULTANT and INDOT agree to act promptly and in good faith to resolve such disputes in accordance with this Section 14. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by INDOT or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing according to the following procedure:

- i. The parties agree to resolve such matters through submission of the dispute to the Commissioner of the Indiana Department of Administration (or his or her designee) ("IDOA Commissioner"). The submission shall include a written description of the dispute, any supporting documentation and each party's respective recommended resolution of such dispute. The IDOA Commissioner shall make a written decision and mail or otherwise furnish a copy thereof to the CONSULTANT and INDOT within ten (10) business days after presentation of such dispute for action. The IDOA Commissioner's decision shall be final and conclusive unless either party provides a written notice of appeal to the Commissioner within ten (10) business days after receipt of the IDOA Commissioner's decision. Within ten (10) business days of receipt by the IDOA Commissioner of a written request for appeal, the IDOA Commissioner may reconsider its decision. The IDOA Commissioner may then choose to reconsider the determination and make a separate determination or may request that the parties submit to a mediation procedure. If the IDOA Commissioner chooses not to reconsider its decision or fails to respond within ten (10) business days, then the dispute may be submitted to an Indiana court of competent jurisdiction.
- ii. The State may withhold payments on disputed items pending resolution of the dispute.

15. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

B. In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, the CONSULTANT hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the CONSULTANT and made a part of the contract or agreement as part of the contract documents.

C. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;
- iii. Notifying all employees in the statement required by subparagraph 15.C.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 15.C.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 15.C.iii(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 15.C.i through 15.C.v above.

16. Employment Option. If INDOT determines that it would be in the State's best interest to hire an employee of the CONSULTANT, the CONSULTANT will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

17. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

18. 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 the performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support

continuation of performance shall be final and conclusive. The CONSULTANT may seek recovery from the State for any amounts unpaid for Services rendered or goods delivered through the date of cancellation.

19. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. The parties acknowledge that the governing law includes I.C. 8-23-2-12.5. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

20. **IC 8-23-2-12.5.** With respect to liability and indemnification issues, this Contract is subject to IC 8-23-2-12.5.

21. **Indemnification.** The CONSULTANT agrees to indemnify the State of Indiana, INDOT, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-23-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12.5. INDOT shall not provide such indemnification to the CONSULTANT.

22. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

23. **Insurance - Liability for Damages.**

A. Subject to I.C. 8-23-2-12.5, the CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from INDOT. Acceptance of the Services by INDOT shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by INDOT on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to INDOT, or to notify INDOT of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with INDOT when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the State as a result of any negligent act, error or omission of the CONSULTANT, and for the State's losses or costs to repair or remedy construction.

Acceptance of the Services by INDOT shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, from the date of the first authorization to proceed until INDOT's acceptance of the work product, at least the following minimum coverage. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The State of Indiana, INDOT, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 21 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to INDOT prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling INDOT to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6, 12.8 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 -- 10.4, 11.1, 13.1, 14.1 -- 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT shall name INDOT as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The

term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT shall name INDOT as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - i. United States Longshoremen & Harbor workers
 - ii. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to INDOT.
4. The CONSULTANT or SUB-CONSULTANT shall name INDOT as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT or SUB-CONSULTANT shall name INDOT as an additional insured.

24. Progress Reports. The CONSULTANT shall submit progress reports to INDOT upon request. The report shall be oral, in person or by phone, unless INDOT, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring INDOT that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

25. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within

this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

26. Non-Discrimination

A. This Contract 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 Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONSULTANT or any subcontractor.

Under IC 22-9-1-10 CONSULTANT covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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 CONSULTANT understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT 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 Contract.

It is the policy of INDOT 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. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

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

1. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, and the Federal Highway Administration Title 23, CFR Part 200 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 Contract.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency or status as a veteran in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract 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 CONSULTANT 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 CONSULTANT of the CONSULTANT's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, documents, papers, correspondence, records, accounts, other sources of information, and its facilities as may be determined by the recipient, the subrecipient, the Indiana Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses furnish this information, the CONSULTANT shall so certify to the recipient, the subrecipient, the Indiana Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraph C, Section 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- D. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT 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 CONSULTANT may request the United States of

America to enter into such litigation to protect the interests of the United States of America.

27. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

A. Notices to the State shall be sent to:

Contract Administrator
Indiana Department of Transportation
100 N Senate Avenue, Room N725
Indianapolis, IN 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204

B. Notices to the CONSULTANT shall be sent to:

Lochmueller Group, Inc.
6200 Vogel Road
Evansville, IN 47715

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

C. As required by IC 4-13-2-14.8, payments to the CONSULTANT shall be made via electronic funds transfer in accordance with instructions filed by the CONSULTANT with the Indiana Auditor of State.

28. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by INDOT, (3) RFP document, (4) the CONSULTANT's response to the RFP document, and (5) attachments prepared by the CONSULTANT. All of the foregoing is incorporated fully by reference.

29. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to INDOT and all such materials ("Work Product") will be the property of INDOT. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by INDOT. Use of these materials, other than related to contract performance by the CONSULTANT, without INDOT's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services

provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide INDOT full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in **Appendix "A"** on other projects without the express written consent of the CONSULTANT or as provided in **Appendix "A"**. INDOT acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

30. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the CONSULTANT in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or Services that are the subject of this Contract except as permitted by IC 4-13-2-20.

31. Penalties, Interest and Attorney's Fees. INDOT 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, I. C. 34-54-8, and I. C. 34-13-1.

32. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

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

34. Status of Claims. The CONSULTANT shall give prompt written notice to INDOT any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping INDOT currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204-2249

35. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the State of Indiana, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, identical to the form attached as **Appendix "E"** of this Contract, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to INDOT for approval prior to performance of the Services by any SUB-CONSULTANT.

36. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

37. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

38. **Termination for Convenience.**

- A. INDOT may terminate, in whole or in part, whenever, for any reason INDOT determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. INDOT will not be liable for Services performed after the effective date of termination.
- B. If INDOT terminates or partially terminates this Contract for any reason regardless of whether for convenience or for default in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to INDOT. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to INDOT any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

39. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, INDOT may terminate this Contract in whole or in part if (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

- B. If INDOT terminates this Contract in whole or in part, it may acquire, under the terms and in the manner INDOT considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to INDOT for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
 - C. INDOT shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and INDOT shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). INDOT may withhold from the agreed upon price for Services any sum INDOT determine necessary to protect INDOT against loss because of outstanding liens or claims of former lien holders.
 - D. The rights and remedies of INDOT in this Contract are in addition to any other rights and remedies provided by law or equity or under this Contract.
 - E. **Default by INDOT.** If the CONSULTANT believes INDOT is in default of this Contract, it shall provide written notice immediately to INDOT describing such default. If INDOT fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses if Ordered by a court, provided that if such cure is not reasonably achievable in such time, INDOT shall have up to one hundred twenty (120) days from such notice to effect such cure if INDOT promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the State or INDOT.
40. **Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of Services or consideration provisions of this Contract. Expenditures made by the CONSULTANT for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular.
41. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither INDOT's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to INDOT in accordance with applicable law for all damages to INDOT caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
42. **Work Standards/Conflicts of Interest.**
- A. The CONSULTANT shall understand and utilize all relevant INDOT standards including the Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in **Appendix "A"** or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
 - B. The CONSULTANT agrees to comply with the "Indiana Department of Transportation Consultant Conflict of Interest Policy" (Conflict of Interest Policy) attached hereto as

Appendix "F". Failure to comply with the Conflict of Interest Policy may be grounds for INDOT to terminate this Contract under either Section 38 (Termination for Convenience) or Section 39 (Termination for Default) at INDOT's discretion.

43. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

44. Employment Eligibility Verification

The Consultant affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Consultant 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 Consultant is not required to participate should the E-Verify program cease to exist. Additionally, the Consultant is not required to participate if the Consultant is self-employed and does not employ any employees.

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

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

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

45. [Reserved]

46. Assignment of Antitrust Claims.

The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Consultant, or that the undersigned is the properly authorized representative, agent, member or officer of the Consultant. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge 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 Contract, the Consultant attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Consultant and the State have, through their duly authorized representatives, entered into this Contract. The parties having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

LOCHMUELLER GROUP, INC.

Indiana Department of Transportation

By: *Michael R. Hinton*
 Title: President/Chief Administrative Officer
 Date: June 14, 2019

By: **Heather Kennedy**
 Title: **Heather Kennedy**
 Date: **2019.06.14 12:20:05 -04'00'**

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

APPENDIX "A"

Services to be furnished by CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT or Department) and Federal Highway Administration (FHWA).

The CONSULTANT shall be responsible for performing the following activities:

1. Study Administration

This task describes the necessary administrative effort to manage **Task 2** through **Task 10**, to produce the Draft EIS (DEIS) and Final EIS/Record of Decision (FEIS/ROD).

1.1. Project Administration and Coordination

This subtask includes daily and ongoing management for the Mid-States project. The project schedule calls for a 25 month/108 week delivery. Activities include:

- Daily coordination with discipline leads.
- Weekly internal project team coordination meetings (108 meetings).
- Quality Assurance/Quality Control (QA/QC) at key project stages. (Preliminary Alternatives, Purpose & Need, Screening of Alternatives, DEIS, and combined FEIS/ROD)
- Devising and maintaining Project Gantt Chart Schedule, as required by INDOT.
- Monthly billing and progress reports.

1.2. Monthly Project Management Team Meetings

This task includes 30 monthly meetings with INDOT and RDA staff. Twenty-five of these will be regular monthly meetings. It also includes five additional *ad hoc* meetings. It is anticipated that these additional meetings will support start up efforts at or near project initiation.

1.3. Maintenance of Project Records**1.3.1. Establishment of Document Sharing and Archiving Protocols**

This task includes establishment of a SharePoint-based document sharing Project Collaboration Network (PCN). The PCN will be used to assign and track document reviews among INDOT, FHWA, RDA and the Lochmueller team. Written documentation of procedures for using the PCN will be provided.

1.3.2. Ongoing Project Record Maintenance

This task provides for continual archiving of project documents, as well as maintaining a tracking database for these project documents. Lochmueller will provide archiving procedures to its team, INDOT, FHWA and the RDA. These procedures will result in a complete administrative record to support the FEIS/ROD. The administrative record will document everything which FHWA considers directly or indirectly in approving the ROD.

1.4. Legal Issues Coordination

The project team will track regulatory and legal developments which may affect this major project. This includes reviewing and incorporating new FHWA guidance and circulars, as well as staying informed about relevant federal and state court opinions.

1.5. Project Guidance Manual

This manual will provide guidance about style and formatting for major project documents. These documents will include the DEIS, FEIS/ROD, and significant project technical reports.

2. Coordination with Resource Agencies

The purpose of this task is to involve the relevant federal and state environmental resource agencies (Resource Agencies) formally as "partners" in the study process. By including them as the process evolves rather than confining their input to responses to early coordination letters and the DEIS, we hope that concerns can be identified at the earliest possible time. This should result in a project that has the widest possible acceptability. It also should minimize backtracking to study issues that should be uncovered and resolved early in the study process. Participation also will be invited from the Bloomington Monroe County MPO (BMCMPPO), Evansville MPO (EMPO) as well as two Regional Planning Organizations with planning jurisdiction in the region (Indiana 15 Regional Planning Commission and the Southern Indiana Development Corporation).

The task breaks down into three sub-tasks: Agency Scoping, Agency Coordination Meetings, and Ongoing Agency Coordination. As noted below, these coordination efforts will involve State and Federal Resource Agencies, as well as three planning organizations in the study area.

2.1. Agency Scoping

This task involves a general scoping meeting with key Resource Agencies at the outset of the first-tier study. The purpose of this meeting is to introduce the tiered study process, the range of potential alternatives, project study area and to provide an opportunity for agencies to make recommendations and comments regarding the scope of the first-tier study. This task will include one (1) scheduled meeting with Resource Agencies (USACE, USEPA, USFWS, IDNR, IDEM, NRCS, and others). A Webcast format will be utilized for the meeting. Up to four additional individual meetings are provided within this scope; these additional agency meetings will be held with key resource agencies as directed by INDOT and the RDA.

Key topics for these meetings include a tiered-environmental study and identifying Tier 1/Tier 2 issues; Endangered Species coordination; Section 401/404 and permitting milestones; Section 106 process in a Tiered study (including consulting parties, APEs, and effects determinations). In addition, we will request agency input to identify potential preliminary alternatives.

We will issue the Agency Early Coordination Letter contemporaneously with these initial meetings.

2.2. Agency Coordination Meetings

This task includes three (3) scheduled general meetings with Resource Agencies, BMCMPPO and RPOs at key decision-points during the development of the Draft EIS, in accordance with the INDOT-FHWA Indiana Division Streamlined Environmental Impact Statement Procedures (September 2007). These meetings will be scheduled as follows.

- Purpose and Need/Preliminary Alternatives (Prior to Completion of **Tasks 5/6**)
- Alternatives Screening (Prior to Completion of **Task 7**)

- Preferred Alternative and Mitigation Package Meeting (During DEIS comment period – see **Task 10.1**)

Three (3) unscheduled meetings also are budgeted to be responsive to unanticipated circumstances. These added meetings may be held either during the development of the DEIS or during the development of the FEIS/ROD. This task also includes the reimbursement of travel and other expenses incurred by federal agencies, to the extent allowed by Section 1309(e) of TEA-21, P.L. No. 105-178.

2.3. Ongoing Agency Coordination

This task includes all coordination efforts with Resource Agencies, MPOs, and RPOs outside the meetings specified in **Task 2.1** and **Task 2.2**. These efforts will include early coordination letters, as well as meetings and telephone conferences with individual agency officials on specific issues. Work performed under this task will focus on identifying substantive and methodological issues of concern identified by individual agencies, so that those concerns can be addressed as the DEIS is being developed, rather than being addressed after the DEIS has been published.

3. Public Communications and Stakeholder Involvement

Public communications and stakeholder involvement is critically important to the overall success of this tiered environmental process. The first step of this process involves developing a Public Involvement Plan that outlines the various components of this effort and a plan for implementation.

In addition to the required elements as identified in the INDOT Public Involvement Procedures Manual,¹ there will be a continuing need for interaction with affected population groups and businesses, special interest groups, the general public, and the news media. An organized, pro-active approach to this public and media outreach will result in a better planned project that addresses the concerns of the public. This scope groups all activities into these three categories:

- Public Involvement Plan
- Public Involvement Coordination
- Community and Media Information Outreach

Each of these is described in turn below.

3.1. Public Involvement Plan (PIP)

Working with INDOT and the Mid-States RDA, the Project Team will prepare a Public Involvement Plan (PIP) at the onset of this project to ensure the appropriate level of public involvement is conducted to achieve the desired public contribution to this project. The plan will describe the overall project and the tiered environmental process. It will also identify the affected communities and strategies to engage and inform them throughout the decision-making process. The PIP will be used to guide the public involvement process.

3.2. Public Involvement Coordination

Opportunities for face-to-face involvement with the public will be provided. Six (6) tasks are devoted to this activity: public scoping/kickoff meetings, public information meetings, Regional Issues Involvement Team meetings, *ad hoc* meetings with stakeholders, Working Alignment meetings, and Public Hearings.

This scope of services conforms to the Draft INDOT Public Involvement Manual (March 2019). This manual is posted on INDOT's web site for public comments (<https://www.in.gov/indot/2366.htm>), which will be received through May 31, 2019. If INDOT identifies significant modifications to Public Involvement requirements when the finalized Manual is issued, these can be accommodated with a contract amendment.

3.2.1. Public Scoping/Kickoff Meetings

Public scoping/kickoff meetings will be held at three (3) geographically diverse locations within the project study area. An afternoon and evening presentation will be made at each meeting location. These meetings are intended to introduce the tiered study approach, to describe the project's objectives, and to outline ways for the public to engage and stay informed. These meetings will provide an opportunity for interested individuals and groups to submit comments and make suggestions regarding any aspect of the study. Local officials' briefings will be held at the local project office (or another suitable location) in the afternoon in advance of each evening Scoping/Kickoff meeting.

C2 Strategic Communications (C2) will lead the planning for and conducting of these public meetings, as well as those conducted as part of **Task 3.2.2**. It will likewise provide these services for **Task 3.2.6, Public Hearings**. This includes coordination with INDOT and the RDA of the physical arrangements and logistics for public information meetings and hearings. This includes announcements, invitations, securing facilities, and the facility set up. If additional public meetings are determined to be necessary, in order to allow sufficient opportunities for public involvement, an addendum to this scope of work will be developed.

3.2.2. Public Information Meetings (PIM)

Two (2) additional sets of public information meetings will be held at two (2) locations within the project study area prior to formal public hearings on the DEIS. These meetings will occur at the first two milestones for Resource Agency meetings described in **Task 2.2**. The first meeting will be at the purpose and need/preliminary alternatives milestone (**Task 5.4** and **Task 6.6**). The second will be at the end of the alternatives screening process, when some alternatives will be eliminated from detailed study and others will be carried forward (**Task 7.6**). The meetings will provide a formal opportunity for public input at critical stages in the development of the DEIS. Local officials' briefings will be held at the local project office in the afternoon in advance of each evening PIM. Meeting locations will vary for each set of meetings to promote geographically diverse participation in the project development process.

3.2.3. Regional Issues Involvement Team Meetings

With project limits extending from the US 231 Ohio River crossing near Rockport to I-69 with multiple route options, the typical approach of a single Community Advisory Committee to engage key stakeholders is not practical. We propose forming four (4) Regional Issues Involvement Teams within the project study area. These teams will represent general regions of the project study area. The geographic corridor regions are defined as southcentral, northeast, northcentral, and northwest.

Each regional team will meet four (4) times including an initial scoping/kickoff meeting as well as the same three milestones for the Resource Agency meetings described in **Task 2.2**. A record of each meeting will be written and circulated to INDOT and the RDA to assure all issues raised are considered in the planning/NEPA process.

In addition, two (2) special meetings of each regional team will be conducted to assist with allocating population and employment for the traffic model development. Those who participate in these special meeting will be members who have particular knowledge of growth and anticipated development patterns in the affected areas.

The first special meeting (see **Task 4.3.1**) will occur shortly after the initial scoping/kickoff meeting. At this first special meeting, regional team members will assist project team staff in allocating forecasted "no build" (Year 2045) growth to traffic model Traffic Analysis Zones (TAZs). The second special meeting will occur shortly after the screening of alternatives meeting. At this second special meeting, regional team members will assist project team staff in allocating forecasted "induced growth" for the forecast Year (2045) to model TAZs. This added growth in population and employment will reflect added economic development induced by the project within the project area (see **Task 4.3.2**). The allocations determined at both special meetings will be used by the traffic forecasting model to account fully for future year traffic flows (see **Task 4.5**). They also will be used in the analysis of indirect and cumulative impacts (see **Task 8.3.5**).

3.2.4. Ad Hoc Stakeholder Meetings

Over the past several years, many groups have developed an interest in this project. There will be requests for special meetings which we cannot anticipate at the project outset. Notwithstanding, it will be critical to be responsive to these requests. Accordingly, the scope provides for ten (10) such meetings with concerned individuals and stakeholder groups. When appropriate, the consultant team will pro-actively invite stakeholder groups to meet and share their concerns. A record of each meeting will be written and circulated to INDOT and the RDA to assure all issues raised are considered in the planning/NEPA process. Periodic meetings with the RDA are anticipated but not necessarily at specific milestones. Those meetings would fall under this task.

3.2.5. Working Alignment Meetings

Although this Tier 1 EIS will not identify the exact alignment of the proposed action, in **Task 8.1** and **Task 8.2** "working alignments" will be developed for each detailed alignment. The primary purpose of these working alignments will be to estimate the environmental, social, and economic impacts that would be likely to occur if the project was constructed in the corridor.

In this task, project planners and engineers will proactively communicate with major commercial/industrial property owners that might be directly impacted by a working alignment either through property taking or access/traffic re-routing. Their concerns and suggestions will be documented and considered in developing the working alignments. This scope provides for up to ten (10) such meetings.

3.2.6. Public Hearings

3.2.6.1. Preparation for Public Hearings

In addition to the usual efforts associated with preparing for a round of public hearings on a major project, this task will include the creation of appropriate enhanced 3D imagery. Computer-enhanced slides and/or graphic displays will be created which depict "before" and "after" views of the project. This scope is limited to four such example displays. Versions of these displays will be included in the DEIS. Particular attention will be given to critical locations where there is likely to be concern about the degree of disruption that the project would cause (e.g., major interchanges and abutting land uses; juxtaposition of the project to sensitive areas, etc.). Other uses of enhanced 3D design are anticipated, such as virtual fly-thru videos.

3.2.6.2. Public Hearing Presentations/Attendance

Following appropriate public notice, public hearings on the DEIS will be held in two (2) well-known and easily-accessible locations in the study area. Two (2) meetings (an afternoon and evening meeting) will be held in each location. C2

will oversee physical arrangements for these meetings, as it will for earlier meetings described in **Task 3.2.1** and **Task 3.2.2**. Local officials' briefings will be held at the local project office in the afternoon in advance of each evening Public Hearing.

3.3. Community and Media Information Outreach

In addition to the Lochmueller Group Team project and management staff, this task includes a significant role for C2. C2 specializes in public relations, media relations and message management. It will assist with message management throughout the project and will contribute with components of multiple other tasks.

3.3.1. Community Outreach

The Project Team is committed to be a resource for two-way communication with the communities that will be affected by this project. As such, components of this sub-task will support that communications and information exchange. Team members will initiate and maintain contact with locally elected officials, business, and community leaders to invite them to share their feedback and to help them become a part of the planning/NEPA process. Activities in this category include:

3.3.1.1. Local Project Office

The Project Team will establish a local project office in Huntingburg or Jasper with regular office hours three days per week. The project office will have a conference room meeting space, office space for at least one staff member, and a display area for project information and mapping. It will include a land line telephone. Unless otherwise provided by the RDA, arrangements will be made to lease space suitable for the office at the onset of the project. Information about the local project office will be disseminated through various channels including local media outlets, the project website and at each public meeting opportunity. Records of all office visits will be maintained including the reason for the visit and general topics of discussion. The staffing budget for the Project Office assumes a visitation rate of no more than 60% of the total open hours. Project personnel staffing the office will complete other project delivery activities when the office does not have visitors.

3.3.1.2. Civic Organization Presentations (Speakers Bureau)

Project team members will be available to provide up to twenty-five (25) project status update presentations for local civic organizations throughout the project study area.

3.3.1.3. Collateral Materials

Coordinated project materials will provide clear and consistent information about the project at appropriate milestones. Materials will be used to increase project understanding and promote public meetings. Deliverables will include:

- Fact sheets updated throughout the project
- Handouts for the project office
- Meeting fliers
- Meeting materials
- Infographics, as needed

3.3.1.4. Digital Content

Digital content will include electronic newsletters and text alerts, ensuring people can quickly and easily find information about the project. People will be able to sign up for these regular updates on the project website, on social media and at public meetings.

On a quarterly basis (8 total), an electronic newsletter will be developed and disseminated via the project website and email distribution list. The newsletter will address the study's progress and other pertinent issues. We will maximize use of e-mail for newsletter distribution; people may request a printed version of the newsletter through the mail.

People may also sign up for updates via text alerts.

3.3.1.5. Social Media

Social media is an important tool to share project information and build public acceptance. It will be a key forum to disseminate project updates, promote public meetings, drive people to the website and encourage residents and community leaders to sign up for text messaging and e-newsletters.

Deliverables include:

- Monthly content calendars
- Regular posts for Facebook and Twitter
- Graphics for social media
- Daily monitoring/additions to public inquiry log
- Photos and videos for use on social media
- Strategy to build followers
- Monthly reports

Facebook and Twitter accounts will be managed and monitored through delivery of the Tier 1 Record of Decision (**Task 10**).

In consultation with INDOT and the RDA, social media strategies will be finalized as part of **Task 3.1, Public Involvement Plan**. Comments will be acknowledged, input captured as part of the project record and incorporated into the Public Involvement Database (See **Task 3.3.5**). Follow up posts will be provided as needed to address factual misstatements received through social media outlets. However, no formal responses to input received will be provided prior to the DEIS (**Task 9**).

3.3.2. Media Relations

Media relations includes building relationships with local media representatives and managing media releases and requests for information. C2 will be responsible for disseminating accurate and timely information to share project milestones and promote public meetings. Responsibilities include:

3.3.2.1. Media Events and Press Releases

Five (5) press releases will be provided. These will occur in conjunction with the Public Scoping/Kickoff Meeting, Purpose and Need PIM, Screening of Alternatives PIM, the DEIS Public Hearing, and the release of the combined FEIS/ROD.

Media events and announcements will be planned in conjunction with INDOT and the RDA. Events will include accompanying releases and talking points.

3.3.2.2. Media Coordination

A media contact list will be prepared. It will include local and regional outlets for print, radio and television and will be updated throughout the project, as needed. C2 will serve as the initial point for media inquiries and will share all inquiries with the Project Team for an approved response. Talking points will be developed for approval, as needed. Monthly reports will capture inquiries and coverage.

3.3.2.3. Media Messaging

This activity includes writing up to ten (10) letters to the editor or op-eds for submission to regional media. It also includes up to ten (10) informational briefings to establish lines of communication between project staff and editorial boards at major media (radio, television, and newspaper) outlets in the project corridor. They are designed to ensure that these media are familiar with direct sources for factual information about the project. Relationship meetings will be established with these groups early in the process to bring people up-to-date with the purpose and direction of the planning process. The project team will identify key people in the media and establish open doors and positive lines of communication.

3.3.3. Project Photos and Videos

Project photos and video will be used to document progress on the project and support a number of communication channels. They offer strong content for the project website, electronic newsletters, social media channels, media distribution and more. Photo and video opportunities will be used to capture key meetings and increase project knowledge. This scope includes four (4) trips to collect photos/videos for the project area key elements to be included on the website and social media outlets.

3.3.4. Project Website

Lochmueller Group will oversee the establishment and update of a project website. Information on this website will include but not be limited to meeting information, handouts, brochures, mapping, Frequently Asked Questions, and other pertinent project information. It will also include a comment portal and contact information. Information on the website will be updated routinely.

3.3.5. Public Involvement Database Management

A database will be developed and maintained throughout the project. It will include but not be limited to contact information for the following:

- Resource Agency Representatives
- Public Meeting Attendees
- Regional Issues Involvement Team Representatives
- *Ad Hoc* Stakeholders
- Working Alignment Commercial/Industrial Contacts
- Project Office Visitors
- Media Outlets

- Local Officials
- Economic Development Organizations
- Chambers of Commerce
- Emergency Responders
- Advocacy Groups
- Civic Organizations
- Official Mailing List (Email)
- Comments – website, mail, email, other

Input received prior to the DEIS comment period will be acknowledged. In order to offer full and equal consideration of all comments, responses will not be prepared to specific input prior to the FEIS/ROD.

4. Traffic Forecasting and Model Development

The Lochmueller Team will provide a three-step, TransCAD model for project traffic forecasts. TransCAD software is used by the Indiana Statewide Travel Demand Model (ISTDM) and KYTC's statewide model.

4.1. Traffic Data Collection

4.1.1. Traffic Count Data

Collection of *ad hoc* data for model development will focus on turning movements and automatic machine traffic counts at key study area locations, as required for model validation. Up to 20 intersection turning movement counts and 15 automatic machine traffic counts will be conducted. Where available, traffic volumes will be obtained from public sources.

4.1.2. Passive Data Compilation

Passive data for passenger transportation will be obtained from Resource Systems Group (RSG) and its nationwide database. RSG will apply its proprietary methods to process the passive data to adjust for inherent biases. The data will also be expanded on the basis of traffic count data and Census information to represent observed traffic patterns. Disaggregate raw GPS data from trucks will be obtained from the American Transportation Research Institute (ATRI).

4.2. Develop Travel Model

The Lochmueller Team will provide a new three-step travel demand model in TransCAD. Major model components will include Trip Generation, Trip Distribution, and Traffic Assignment. The model area will extend approximately to Indianapolis to the north, to northern Tennessee to the south, to the Illinois border to the west, and to the Interstate 65 corridor to the east. The model horizon year will be 2045.

4.2.1. Incorporation of Existing Travel Models

The model will leverage data from existing statewide travel demand models in Indiana, Kentucky, Tennessee, and Illinois as well as MPO models for Louisville, Indianapolis, Owensboro (KY), and Evansville to the extent practical. This will include socioeconomic data for both base and horizon years, Traffic Analysis Zone (TAZ) structures, and transportation network attributes.

4.2.2. Identification of TAZ Structure

The model's TAZ detail will be most granular in the model's first tier, which will encompass the immediate study area. The level of detail in this area will be comparable to typical urban models. Outside of the immediate study area, TAZs in the second tier will be at a less detailed resolution but will be sufficient to capture congestion effects. This tier will be represented by statewide model TAZs. A third

tier will extend beyond the second tier and will be used to generate long-distance trips but will not include short-distance trips or model congestion effects.

4.2.3. Passenger Trip Generation and Trip Distribution

Short-distance and long-distance passenger trip generation and trip distribution models will be developed on the basis of passive data. These models will forecast how much traffic will be generated and where it will go. This will include use of pivot point methods to generate forecasts which pivot off of observed baseline information obtained from passive data. These models will also rely upon ensemble forecasting techniques, which combine information from multiple models to achieve more accurate forecasts.

4.2.4. Freight Model

Short-distance and long-distance freight models will be developed on the basis of passive data. These models will forecast how much truck traffic will be generated and where it will go. This will include use of pivot point methods to pivot off of observed baseline information obtained from passive data.

4.2.5. Traffic Assignments

Traffic will be allocated to the road network in the model assignment step. This will include both peak period and daily assignments separately for passenger vehicles and trucks. Peak assignments will provide measures of congestion relief in key corridors (e.g., Louisville-Ohio River bridges).

4.2.6. Model Validation

The model will be validated against targets applicable for statewide travel demand models. The validation process will include comparing trip rates and trip lengths with available travel survey data, passive data, and existing model data. Assignment volumes will be validated against counts using error statistics, such as root-mean-square error (RMSE). These error statistics will be calculated for volume range groups, functional class groups, screen lines, and major corridors.

4.3. Travel Model Forecasts

Daily and peak period traffic forecasts will be developed for the 2045 horizon year. Forecasts will be developed for both a baseline scenario, which will exclude project alternatives, and for scenarios including project alternatives. This scope of services assumes that all project alternatives will be non-tolled.

4.3.1. Baseline 2045 Forecasts

2045 Baseline traffic forecasts will be developed on the basis of public source information for future population and employment. Within the study area, the population and employment will be sub-allocated to TAZs with the assistance of the regional issues involvement teams (see **Task 3.2.3**). These panels will consist of public officials and stakeholders knowledgeable of growth and anticipated development patterns in the affected areas. Once the 2045 socio-economic data has been allocated to TAZs, the model will be run to generate 2045 Baseline traffic forecasts. The transportation network for this model run will reflect committed transportation projects as identified in applicable transportation long-range plans.

4.3.2. Alternative 2045 Forecasts

2045 Alternative traffic forecasts will be generated for each of up to fifteen (15) preliminary project alternatives (see **Task 7.4**) and up to six (6) detailed alternatives (see **Task 8.4**). The 2045 socio-economic data assumed for the baseline scenario will serve as the initial inputs in the alternative model runs. Upon completion of the runs, the travel demand model outputs will be applied as inputs to TREDIS – an

economic impact analysis tool. The TREDIS model will forecast the number of additional households and jobs resulting from economic development induced by each alternative.

For the alternatives carried forward for detailed study only (see **Task 8.4.1**), these added jobs and households will be reallocated to TAZs as “induced growth.” The Regional Issues Involvement Teams (see **Task 3.2.3**) will assist project staff in allocating these added jobs and households to model TAZs as induced growth. The model will be rerun to produce final 2045 traffic forecasts for each alternative carried forward for detailed study.

4.4. User Benefits Post-Processing

RSG’s open-source benefit-cost analysis tool will be used to estimate user benefits and costs associated with the project alternatives. Using travel demand model results as inputs, the tool will monetize travel time reliability costs, vehicle operating costs, safety costs, and environmental costs associated with each project alternative as well as the baseline for the horizon year. These performance measures will serve as key criteria in the comparison of project alternatives.

4.5. TREDIS Economic Development Forecasts

For each project alternative and the 2045 baseline, the TREDIS model will be run to generate economic performance measures, including population, employment, economic output, and value added. These measures will reflect the economic impact of each alternative as compared to the baseline. 2045 travel demand model output will serve as inputs to TREDIS.

5. Purpose and Need

5.1. Project History Documentation

An important part of determining the project need will include consideration of previous studies. These studies will be selected from among the EIS Supporting Documentation provided as part of the RFP.

5.2. Develop Project Goals and Performance Measures

Some purpose and need performance measures will be identified using forecast year no-build traffic model assignments. At the outset of the project, these analyses will be made using the existing ISTDM forecast year model. The existing model is the best available tool at the study’s outset. As part of this task, any model-based post-processing tools (including RSG’s benefit-analysis tool) will be updated.

When the Purpose and Need Chapter of the DEIS is prepared (**Task 9.1**), any model-based technical analyses will be redone using the project-specific regional model.

5.2.1. Transportation Needs

Based on work described in **Task 4.6** as well as other efforts described below, transportation performance measures will be identified. Potential transportation performance measures include:

- **Crash Reduction** – These will be identified based upon county-wide analyses of INDOT crash statistics. Emphasis will be on serious crashes (fatal and injury).
- **Accessibility** – Using the existing ISTDM, evaluate future year accessibility by identifying key population and business/logistics centers in the project area. We will compare actual point-to-point travel times between these locations and key destinations with ideal “straight line” travel times. Similar comparisons will be made for other key centers located elsewhere in Indiana. This will identify

forecasted accessibility for project area using both absolute and comparative measures.

- Congestion – Levels of forecasted future year congestion in the project area will be identified from a future year “no build” assignment of the ISTDM.
- Logistical connectivity – Background studies to this project have discussed the need for improved connectivity for freight and industrial flows between the Nashville-Bowling Green-Owensboro Corridor and Bloomington, Indianapolis and points north. The level of this need will be analyzed as a special case of the accessibility analysis described in an earlier bullet.

5.2.2. Economic Development Needs

A broad range of Census and other sources will be used to compare levels of economic activity within the project area with Indiana and the United States as a whole. These comparisons will review levels of economic activity for 30 to 40 years (based upon availability of appropriate data. Data which will be analyzed include:

- Overall population trends
- Net immigration and outmigration
- Per capita income
- Poverty rates
- Unemployment

An additional method to identify economic development needs will be through interviews with key businesses within the project area. These interviews will emphasize key/missing logistical connections to customer and supplier markets. This scope anticipates twenty (20) such interviews. The input received in this task will assist in identifying appropriate O-D pairs for the accessibility analysis in **Task 5.2.1**.

5.3. Develop DEIS Purpose and Need Statement and Performance Measures

The Purpose and Need Statement will have overall goals of addressing demonstrated transportation and economic development needs. The performance measures will be based upon the results of **Task 5.2**.

A limited number of goals will be designated as core goals. This designation will be based upon the technical analysis supporting the purpose and need, as well as input from agencies and the public. To be the preferred alternative in the Draft Environmental Impact Statement, an alternative will need to show a significant improvement from the no-build condition on each core goal in the purpose and need.

5.4. Draft Purpose and Need Report

A Draft Purpose and Need Report will be prepared. It will state each goal and its associated performance measure. When finalized, it will become the Purpose and Need chapter of the Draft Environmental Impact Statement.

This Draft Purpose and Need Report will be presented for review and input at a formal agency review meeting (**Task 2.2**). It also will be presented for review and input in a round of public information meetings (**Task 3.2.2**). The Draft Purpose and Need Report also will be posted on the project web site for public input. The Purpose and Need Report will be finalized based upon input received at these meetings, and via the project web site.

Note – the public and agency input process for the Draft Purpose and Need Report will be conducted simultaneously with the input process for the Draft Preliminary Alternatives Report (**Task 6.6**).

6. Preliminary Alternatives

6.1. Development of Project GIS

A project Geographic Information System (GIS) will be developed by compilation of existing data layers which are currently available in the public domain (primarily via the IndianaMap) in addition to other public sources. This data will be managed and updated at the following primary project milestone points (preliminary alternative development, preliminary alternative screening, DEIS, FEIS/ROD) to incorporate any newly released data updates. These data sets for resource information will be reviewed for accuracy within the project area and revised as appropriate at each stage of the study to improve accuracy as needed with appropriate metadata updates.

In addition to publicly available resource data, a limited number of additional resource layers will be developed for the project area/corridor areas for specific evaluation stages. These additional data sets will be limited to four (4) layers (i.e. caves, endangered species, archaeological sites, wellhead protection areas). These layers will be developed for the detailed alternatives.

The project study bands, corridors and working alignments (**Task 8.1**) will also be maintained within this project GIS and documented throughout the process as alternative refinement and screening is accomplished.

6.2. Define Preliminary Alternatives

Potential preliminary alternatives will be identified using the alternatives in the August 2017 Midstate Corridor White Paper as a starting point. During the scoping process at the study's outset, input on additional alternatives and alternative variations will be sought in a very robust process including the stakeholders, agencies and the public. This input will be obtained as part of activities in **Task 2.1**, **Task 3.2.1**, **Task 3.2.3**, **Task 3.3.1.1**, **Task 3.3.4**, **Task 3.3.6** and **Task 5.2.2**.

6.3. Consideration of Non-Highway Alternatives

Based upon the Purpose and Need (**Task 5**) there will be an assessment of the ability of non-highway modes (or other, non-transportation actions) to satisfy the project goals. Examples of non-highway modes include freight rail and transit. Examples of non-transportation actions include economic development initiatives such as TIF districts, enterprise zones, and job training. The findings of this task will be documented in a technical memo which will be included as an appendix to the DEIS.

6.4. Define Range of Facility Types

The facility types considered at this stage will include a super-2, expressway with partial access control, and a freeway with full access control. Alternatives specified with a specific route and facility type will be considered as part of **Task 8**.

6.5. Identification of Fatal Flaws

At this initial stage, alternatives will be reviewed to identify any "fatal flaws" which would preclude their consideration. "Fatal flaws" are defined as large, unavoidable impacts to key resources, especially where similar alternatives avoid these impacts. The following list of potential fatal flaws is not exhaustive, but rather illustrative. In assessing whether an alternative has a fatal flaw, the project team will seek the input of resource agencies.

- Significant relocation impacts
- Impacts to critical habitat for listed species
- Impacts to large areas of high-quality aquatic resources

6.6. Preliminary Alternatives Report

The Draft Preliminary Alternatives Report will provide a map and description of each preliminary alternative. The descriptions will assess each alternative to determine whether any fatal flaws can be identified. Those preliminary alternatives for which no fatal flaws are identified will be reviewed in Alternatives Screening (**Task 7**).

This Draft Preliminary Alternatives Report will be presented for review and input at a formal agency review meeting (**Task 2.2**). It also will be presented for review and input in a round of public information meetings (**Task 3.2.2**). The Draft Preliminary Alternatives Report also will be posted on the project web site for public input.

Note – the public and agency input process for the Draft Preliminary Alternatives Report will be conducted simultaneously with the input process for the Draft Purpose and Need Report (**Task 5.4**).

7. Alternatives Screening

This scope assumes that a maximum of 15 preliminary alternatives will be considered in **Task 7**. "Preliminary alternatives" are defined as an end-to-end combination of route and facility type. Additional preliminary alternatives may be considered with a contract amendment.

7.1. Project Organization for Engineering Analysis

This task will organize internal procedures for all engineering and cost analyses. This will include preliminary engineering and cost analyses in **Task 7**, as well as more detailed engineering and cost analyses in **Task 8**.

7.2. Preliminary Engineering and Cost Estimates

Our initial proposed approach is to provide a preliminary cost estimate for each alternative assuming a super-2, expressway and freeway design. Data will be collected from INDOT's contract bid history. Projects with a similar facility will be used to determine an average cost per mile. This cost analysis will only include a planning level construction cost and not include any right-of-way, utility relocation, construction administration, or preliminary design costs.

For each of the three facility types, engineering will determine a typical section which will vary by the number of lanes and terrain type. Initially, these typical sections will provide for no more than a four-lane facility; these assumptions will be modified if traffic forecasts (see **Task 7.4**) indicate that higher capacity facilities are required. No provisions will be made for local access roads at this stage of the analysis. These typical sections will be used in **Task 7.3** to make preliminary impact estimates.

7.3. Preliminary Alternative Impact Estimates

Impact calculations for each route will be made assuming a width of typical sections which could accommodate the range of facility types cited in **Task 7.2**. The proposed range of typical sections is 300 to 400 feet; this range will be finalized during preliminary engineering and cost estimates. Only impacts to key resources will be estimated at this screening stage. This impact analysis will be made using available Geographic Information Systems (GIS) data and aerial photography. Resources analyzed will include wetlands, floodplains, forests, residential properties, business properties, managed lands, karst, cultural resources from the SHAARD database, and known occurrences of listed species.

7.4. Preliminary Alternative Traffic Forecasts

Traffic forecasts will be made for the 2045 forecast year for each alternative using the three facility types. Initially, all facilities will assume either a two-lane capacity (for a super-2 design) or a four-lane capacity (for expressways or freeways). These forecasts will provide both AADT and peak hour traffic volumes. If forecasts for any alternative/facility type show unacceptable levels of service in the forecast year, that facility's capacity will be modified to provide adequate capacity. In such instances, the cost and impact estimates for that alternative/facility type will be modified to reflect the alternative with higher capacity.

Purpose and need measures (See **Task 5.3**) will be calculated for all alternatives and facility types. These will include both transportation performance measures and economic development performance measures. Transportation performance measures will be calculated by RSG Group (see **Task 4.4**) and Lochmueller Group post-processing programs. These post-processors analyze traffic assignments to calculate transportation performance measures such as congestion, safety and accessibility. Economic performance measures will be provided by the TREDIS economic forecasting tool (See **Task 4.5**).

7.5. Screening of Preliminary Alternatives

To facilitate the screening process preliminary alternatives will be grouped into a limited number of geographic categories. This approach differs from the typical, non-tiered EIS. In this Screening of Preliminary Alternatives, routes will be grouped according to common geographic characteristics. In determining which routes will be carried forward for detailed analysis, routes will be compared (using Purpose and Need, impact and cost considerations) only with route concepts in their same geographic group.

Thus, the route concepts carried forward for detailed study will not necessarily represent the route concepts which, overall, best satisfy the Purpose and Need. Rather, they will represent the alternatives(s) which, within each geographic group, performed the best. Thus, the route concepts carried forward for detailed study will be the "best in family" from within each geographic group. They will not necessarily be the best overall, in terms of satisfying the Purpose and Need.

7.6. Screening of Alternatives Report

The Screening of Alternatives Report will provide a map and description of each preliminary alternative. Each preliminary alternative will be evaluated on the basis of cost, impacts, and performance on Purpose and Need. They will be grouped geographically into families of alternatives. At least one alternative from each geographic family will be carried forward as an alternative for detailed study. ***At this stage, an "alternative" will be defined both by geographic location and facility type.*** For example, if a route has three possible facility types, each combination of route and facility type will be an individual alternative.

These alternatives will be presented for review and input at a formal agency review meeting (**Task 2.2**). They will also be presented for review and input at a round of public information meetings (**Task 3.2.2**). The Screening of Alternatives Report also will be posted on the project web site, where the public can provide input. The alternatives carried forward for detailed study will be finalized based upon input received at these meetings, and via the project web site. The contents of the Screening of Alternatives report will be provided in the DEIS as part of the Alternatives and Comparison of Alternatives chapters.

Note – we anticipate that in some cases a route will be carried forward as an alternative for detailed study with only a single specific facility type.

8. Alternatives Carried Forward for Detailed Study

Analysis of alternatives carried forward for detailed study will transition from the preliminary alternatives studied in **Task 6** and **Task 7** to more detailed alternatives. The analysis of these alternatives will emphasize a more detailed analysis of potential impacts to the natural and human environment. This scope assumes that no more than six (6) alternatives carried forward for detailed study will be analyzed in **Task 8**. "Alternatives" is defined as any combination of route and facility type. For example, a single route carried forward with two facility types constitutes two (2) alternatives. The number of alternatives may be increased with a contract addendum if compliance with NEPA and/or the judgment of INDOT or the RDA suggests that additional alternatives should be studied.

For ease of reference, the alternatives carried forward for detailed study which are developed in this task will be referred to as "detailed alternatives" in this document.

A significant amount of technical analysis will support the engineering, environmental, transportation and economic findings presented in the DEIS. These supporting analyses will be included in Volume II (Appendices) of the DEIS as stand-alone technical reports.

8.1. Define Study Bands, Corridors and Working Alignments

Task 7 represented preliminary alternatives as lines connecting points on a map. For the detailed alternatives, these route concepts will be widened to "study bands" one to two miles in width. A "corridor" will be developed within each study band. The corridors will vary in width, but generally will be approximately 2,000 feet wide. In sensitive environmental areas, the corridors may narrow significantly to avoid or minimize impacts. Alternatively, in areas where there are noteworthy environmental resources whose location is not certain, the corridors may be widened to allow flexibility to avoid impacts during Tier 2 studies. The scope and budget assume that in situations where a single route has multiple alternatives (due to multiple facility types on the same route), each of these multiple alternatives will share the same corridor.

A "working alignment" will be developed within each corridor for each alignment. These working alignments will be used to estimate impacts and preliminary construction and engineering costs. The working alignments will provide basic information to guide the project team in minimizing impacts. The project team will use the project GIS (see **Task 6.1**) to provide working alignments for each alternative which minimizes its adverse environmental, social and economic impacts.

8.2. Engineering and Cost Analysis

The AASHTO "Green Book" and the Indiana Design Manual will be used to design the type of facility determined in the detailed alternatives analysis. INDOT's Bid Tabs Plus construction costing estimating software and INDOT bid history will be utilized to determine the construction cost.

8.2.1. Develop Typical Sections

The typical sections will be developed from the purpose and need and the traffic modeling. A maximum of six (6) typical sections will be developed for the detailed alternatives and working alignments.

8.2.2. Preliminary Design Geometrics

Horizontal working alignments will be developed using GIS mapping, aerial mapping, and other pertinent data gathered from the environmental tasks. Vertical working alignments will be developed using Civil 3D and available LiDAR surface models. Preliminary working construction limits shall be developed from the working horizontal and vertical alignments, typical sections and 3D modeling.

8.2.3. Field Reconnaissance and Investigation

A field review of the working alignments and construction limits will be done to ensure that there are no obvious avoidance features not previously identified and that the alignment is practical from an engineering standpoint. The field review conducted will include both environmental and engineering staff.

This task also will include identifying property owners for areas that will be reviewed and sending Notice of Survey letters to these property owners.

8.2.4. Refine Geometrics

After field review and public involvement review and comment the preliminary working alignments will be refined further. Vertical alignments will not be designed at this point.

8.2.5. Develop Right-of-Way Requirements

Estimates of right-of-way requirements will be based on the preliminary construction limits. The construction limits will be utilized to construct a conservative and constant right-of-way width for a given facility type and working alignment section length. These right-of-way widths will be used to develop estimates of impacts, right-of-way costs, and relocations. These right-of-way estimates will *not* consider parcel boundaries or ownership patterns. That level of analysis will occur in subsequent Tier 2 studies.

8.2.6. Preliminary Construction Costs

Construction quantities and a cost estimate shall be prepared for each working alignment segment, once the working alignments have been completed. Quantities for each typical section will be developed on a per mile bases. The per mile quantity section will be multiplied by the length of the segment to determine a total quantity. Earthwork quantities for each working alignment segment will be developed using Civil 3D and available LiDAR surface models. INDOT's Bid Tabs Plus construction costing estimating software will be utilized to assign costs to the quantities calculated and determine a final preliminary construction cost.

8.2.7. Other Preliminary Costs

Other preliminary costs that will be investigated include; right-of-way costs, utility costs, and preliminary engineering costs. Generally, these will be calculated on a percentage basis.

8.2.8. Project Coordination

During all of Task 7 and Task 8, engineering staff will coordinate in meetings, telephone calls, emails with environmental staff, planning staff, subconsultant staff, INDOT and other agencies.

8.3. Impact Analysis

This task will identify a broad range of impacts for detailed alternatives. These impacts will be identified using the project GIS, field

reconnaissance/investigations, and aerial imagery. These impacts will be based on an in-depth study of the working alignments. Impacts will be estimated for the following categories:

- Land Use
- Social
- Economic
- Relocations
- Indirect and Cumulative
- Traffic Impacts
- Title VI/Environmental Justice
- Air Quality
- Noise
- Wild and scenic rivers
- Construction activities
- Cultural Resources (Historic and Archaeological)
- Section 4(f)
- Visual
- Properties of Environmental Concern (Hazmat)
- Threatened and Endangered Species
- Floodplains
- Wetlands
- Streams
- Groundwater
- Forests
- Mineral Resources
- Karst
- Agricultural Land
- Wildlife
- Permits
- Managed Lands
- Energy
- Joint Development
- Pedestrian and Bicycles (discussed below under social impacts)
- Short-Term Use vs. Long-Term Productivity
- Irreversible and Irretrievable Resources

8.3.1.Land Use Impacts

Land use will be classified into developed land, agricultural land, upland habitat, water, wetland habitat, existing transportation use, and mines/quarries based on current National Land Cover Database (NLCD). The acreage impact of each alternative will be provided for each land use type. The land use impacts analysis also will discuss the consistency of the alternatives with any existing land use plans.

8.3.2.Social Impacts

Social impacts of each alternative will include:

- Changes in neighborhoods or community cohesion
- Changes in travel patterns, parking and accessibility (including transit, pedestrian and bicycle travel)
- Impacts on school districts, recreational areas, religious institutions, educational institutions, and public safety organizations (police and fire)
- Bicycle and pedestrian mobility evaluation and facility evaluations

8.3.3.Economic Impacts

Economic impacts estimated for each alternative will include (1) highway user costs and benefits, (2) business and employment impacts, (3) local property tax impacts, (4) local property value impacts, (5) farm income impacts, (6) project spending (construction costs) and (7) timber income.

8.3.4.Relocation Impacts

Relocation impacts will be estimated for each alternative. Impacts will be estimated for residences, businesses, schools and other public facilities. Assessment will also be made for the availability of replacement housing, as well as any potentially unique relocation situations.

8.3.5.Indirect and Cumulative Impacts

Indirect and cumulative impacts will be analyzed using the 11-step method described in the Council on Environmental Quality (CEQ) handbook entitled *Considering Cumulative Effects Under the National Environmental Policy Act*.²

As described in **Task 4.5**, the TREDIS model will forecast additional population and employment induced by the project. This induced population and employment will be allocated to individual TAZs for each detailed alternative by the Regional Issues Involvement Team (**Task 3.2.3**). Using standard ratios of square footage per employee and acreage per household, these estimates will be used to estimate indirect land uses. These induced impacts will be added to the impacts of the past, present, and reasonably foreseeable future actions of others to estimate the cumulative impacts of the project to key resources.

Resources of concern for the indirect and cumulative impacts analysis will be identified in consultation with resource agencies. In other major EISs in Southern Indiana, resources of concern have included farmland, forests, wetlands, streams and karst.

8.3.6.Traffic Impacts

Traffic impacts are changes in traffic conditions on roadways that occur due to the addition of an alternative to the travel network. Assessments will include impacts to traffic operation (congestion), impacts to traffic safety, and changes in access in the project area. Changes in level of service and traffic safety (crashes) will be forecasted using the project travel forecasting model (including its post-processors).

8.3.7.Title VI/Environmental Justice Impacts

The procedures in INDOT's *Procedural Manual for Preparing Environmental Studies (2008)*, Section II.B.3.e *Environmental Justice* will be followed to conduct the analysis of potential Environmental Justice impacts. As required, the requirements of the *Procedural Manual* will be enhanced to address the requirements of FHWA Order 6640.23A.³

8.3.8.Air Quality Impacts

In compliance with the Clean Air Act (CAA) and its amendments, related federal regulations and FHWA Guidance, along with INDOT procedures, this analysis will discuss the conformity status and the air quality impact of the project. Impacts to be addressed include those from carbon monoxide (CO), ozone, fine particulate matter (PM_{2.5}), mobile source air toxics, and greenhouse gases (GHG). A recent opinion

² https://ceq.doe.gov/publications/cumulative_effects.html, Table 1.5. Accessed 03-26-2019.

issued by the US District Court for the District of Columbia⁴ may require NEPA analyses of GHG emissions to provide more detailed analyses of their effects on climate change than has been the case in other recent EISs. Developments in this case (including a likely appeal by the US Interior Department) will be monitored. If subsequent legal developments require additional analysis of GHG at the Tier 1 level, these can be analyzed via a contract amendment.

Litigation regarding demonstrating PM_{2.5} conformity is ongoing. Depending upon the outcome of this litigation, it may be necessary to demonstrate conformity for any alternative serving Dubois county. Our scope of services assumes the need to support FHWA in making a conformity determination for the selected alternative. Our scope assumes only one series of interagency calls is required for all conformity determinations. Our scope also assumes that the project travel model is suitable for conformity analysis, and that the Lochmueller team will need to generate new MOVES model rates for the INDOT standard Air Quality Post Processor (AQPP) tool.

8.3.9. Noise Impacts

The analysis will identify noise-sensitive areas (e.g., residences, businesses, schools, parks, etc.) proximate to each alternative. Using noise models and forecasts from the travel demand model, decibel levels will be calculated from the centerlines of the detailed alternatives. The project team will compare these decibel levels to the various sensitive receivers near each alternative and determine potential noise impacts. This analysis will *not* apply the methods of the 2017 *INDOT Noise Policy*.⁵ Those methods will be applied during Tier 2 studies.

8.3.10. Wild and Scenic Rivers Impacts

The following data sources will be consulted to determine whether protected rivers and streams are located within the project area.

- The National Park Service National Wild and Scenic Rivers System website
- The Indiana Department of Environmental Management Listing of Indiana Waters Designated for Special Protection⁶
- The Natural Resources Commission (NRC) Information Bulletin #4 - Outstanding Rivers List for Indiana

Impacts to any protected rivers or streams will be quantified, along with appropriate avoidance and mitigation measures.

8.3.11. Construction Impacts

Potential adverse impacts associated with construction of each alternative will be identified in this task. Emphasis will be made to identifying air, noise, water, traffic, congestion, safety and visual impacts.

8.3.12. Cultural Resources (Historic and Archaeological)

Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic and archaeological properties. The Section 106 process involves efforts to identify historic and archaeological properties potentially affected by the undertaking, assess its effects, and seek ways to avoid, minimize, or mitigate any adverse effects on historic and archaeological properties.

For above ground resources, alternatives will be evaluated with regard to their potential impacts to NRHP listed properties, as well as those designated as outstanding or notable in the State Historic Architecture and Archaeological Database (SHAARD) database. The Lochmueller Group Team will conduct and document all meetings with consulting parties. General field reconnaissance will be conducted to identify individual properties and historic districts potentially impacted by each detailed alternative. A preliminary area of potential effects (APE) will be identified for each detailed alternative. Detailed alternatives will be evaluated with regard to their relative potential to adversely impact historic properties. Actual effects determinations and Historic Properties Reports will be prepared as part of the Tier 2 studies.

For archaeological resources, detailed alternatives will be compared for their relative impacts to known sites from the SHAARD database. The area of potential effects will be identified as the footprint of the working alignment for each detailed alternative.

This task will result in 800.11(e) documentation and a Memorandum of Agreement (MOA) for the preferred corridor. The MOA will include stipulations regarding Section 106 Tier 2 consultation, as well as Section 106 commitments and conceptual mitigation.

8.3.13. Section 4(f)

An evaluation of potential impacts on Section 4(f) resources will be completed for each detailed alternative. Section 4(f) resources include publicly owned parks, recreation areas, wildlife refuges, and cultural resources (archaeological or historic) which are listed on or eligible for the National Register of Historic Places (NRHP). Consistent with FHWA Section 4(f) regulations, this Tier 1 EIS will include an evaluation of potential impacts of the detailed alternatives on Section 4(f) resources, and whether those impacts could have a bearing on the decision to select an alternative in the FEIS/ROD (23 CFR § 771.135(o)(1)). Any final Section 4(f) approvals will be made in Tier 2 studies, as additional design details become available (23 CFR § 771.135(o)(2)).

8.3.14. Visual Impacts

Assessment of visual impacts will include a description of the "view of the road" and the "view from the road" for the detailed alternatives. The potential for scenic vistas for each alternative will be presented. Visual renderings of the "view of the road" will be prepared at select locations (no more than four). Any visual impact analyses will be prepared as part of the Tier 2 studies.

8.3.15. Properties of Environmental Concern (Hazard)

Hazardous waste sites are regulated by the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Estimated impacts will be made using current GIS layers for all potential hazardous materials concerns. Limited evaluation of site listings to generally categorize the level of concern with impact will be completed for alternative comparison. Any analyses completed using IDEM Virtual File Cabinet information will be conducted during Tier 2 studies.

8.3.16. Threatened or Endangered Species

The USFWS and IDNR will be contacted at the beginning of this study to identify documented occurrences of any listed (threatened or endangered) species or any identified critical habitat in the project area. Based upon other projects in this area, it is expected that these agencies will identify several listed species.

The Tier 1 DEIS will focus on identifying differences among corridors in terms of their potential impacts to listed species and designated critical habitats. This effort will include comprehensive background research. A major source of information will be USFWS's GIS mapping and other resources. There also will be targeted field investigations in specific areas as needed. This contract assumes that twenty-five (25) such on-site field visits will be made to identify specific land uses that may be impacted by the project. If additional field work is needed, a contract addendum may be entered into.

Once a preferred alternative is identified, further coordination will occur with USFWS to determine whether formal consultation under Section 7 of the Endangered Species Act is required. This contract assumes that formal consultation under Section 7 will be required. This consultation will include preparation of a Tier 1 Biological Assessment for FHWA to submit to USFWS based on existing species record data and project GIS habitat impact analysis. It also will include follow up coordination with USFWS to support its Biological Opinion.

This contract assumes that formal Section 7 consultation will be confined to analysis of the Indiana bat (*Myotis sodalis*) and the northern long-eared bat (*Myotis septentrionalis*). This scope does not include detailed habitat assessments or field surveys for threatened or endangered species. If additional species are identified for formal Section 7 consultation, or if Tier 1 mist-netting activities or other intensive species surveys are required, a contract addendum will be required.

8.3.17. Floodplains

The impacts to 100-year floodplains will be mapped and calculated using the project GIS.

8.3.18. Wetlands

Impacts to wetlands will be mapped and calculated using National Wetland Inventory (NWI) data included in the project GIS. The information in the project GIS will be appropriate for comparing wetland impacts at a Tier 1 level. Map analysis including multiple sources and limited field reviews will be conducted to verify the NWI data. Tier 2 studies will conduct more detailed wetland impact analysis, including field studies and identification of wetlands by type. There will be no activities related to applications for permits for impacts to wetland or other aquatic impacts as a result of the Tier 1 analyses.

8.3.19. Streams

Using the project GIS, the number of perennial and intermittent stream crossings for each detailed alternative will be calculated. Multiple stream layers will be evaluated for final quantification of stream impacts for consistent representation and comparison. No calculations will be made for ephemeral stream crossings. All field reviews and field assessments of streams will be conducted during Tier 2 studies.

8.3.20. Groundwater

IDNR's Water Well Record and its Significant Water Withdrawal Facility Databases will be queried to identify the number of such facilities located proximate to each alternative. Other published reports from IDNR also will be consulted. The number of potential impacts to these groundwater facilities will be identified for each detailed alternative. Due to confidentiality requirements, the locations of water wells will not be mapped in the DEIS.

8.3.21. Forests

Impacts to forested land will be mapped and calculated using the project GIS. The NLCD information in the project GIS will be appropriate for comparing forest impacts at a Tier 1 level. This data will be evaluated via map analysis including multiple aerial images and limited field reviews to verify the NLCD data for forest impacts. Impact calculations will include acres of direct impacts to forests by each detailed alternative.

Additional assessments of core forest impacts will be completed utilizing the same forest cover data based on USDA definitions for each detailed alternative.

8.3.22. Mineral Resources

Mineral resources in southern Indiana include limestone, oil, gas, coal, shale, sand, gravel, and gypsum. Mineral resources in the project area will be included in the project GIS. Impact calculations will be made for the acres of impacts to mineral resources for each of the detailed alternatives.

8.3.23. Karst

Karst ecosystems are an important and unique feature of southern Indiana. The term karst refers to "landscapes characterized by caves, sinkholes, underground streams, and other features formed by the slow dissolving, rather than the mechanical eroding of bedrock."⁷ Karst features form as water dissolves and flows through bedrock via subsurface passageways. Water resources are especially important in karst areas. Karst areas also provide habitat for a number of rare, threatened, and endangered species.

The project GIS will be used to identify impacts to karst features for each detailed alternative. The information in the project GIS will be appropriate for comparing karst impacts at a Tier 1 level. Identification of the appropriate GIS data sources will be done in coordination with the signatories to Indiana's Karst Memorandum of Understanding (MOU). Any detailed field studies of impact to karst features will occur in Tier 2 studies.

8.3.24. Agricultural Land

Using the project GIS, we will estimate impacts of each detailed alternative upon all agricultural lands, as well as on prime farmland soils. The analysis will also use published USDA information to estimate the acres of production of key crops (corn, soybeans, wheat and hay) which will be lost due to the direct impacts of each alternative. The loss in crop production receipts for each alternative also will be calculated.

As was determined in consultation with the US Department of Agriculture during the I-69 Tier 1 study, AD-1006 forms (documenting the project's compliance with the Farmland Protection Policy Act (FPPA)) will not be completed during Tier 1 studies. They will be completed during Tier 2 studies. The project team will confer with USDA to confirm our intent to conduct the Form AD-1006 analysis work during Tier 2 studies.

8.3.25. Wildlife Impacts

Using the project GIS, impacts will be calculated to different habitat types. The analysis also will document the types of species associated with each habitat type. The analysis will document significant fragmentation of existing wildlife areas due to the impacts of the detailed alternatives. This task will entail meaningful coordination with the Indiana Department of Natural Resources (IDNR).

8.3.26. Permits

The DEIS will document coordination with permitting agencies, such as USEPA, IDEM and IDNR. This coordination will document anticipated permitting requirements for Tier 2 studies. Actual permit applications will not be submitted until near the close of Tier 2 studies, or later.

8.3.27. Managed Lands

Managed lands include the following: outdoor recreation facilities; publicly managed lands; and private properties whose owners participate in federal, state and local wetland, habitat or other conservation and management programs. Using the project GIS, impacts to managed lands will be calculated for all detailed alternatives.

8.3.28. Energy Impacts

Using the project travel forecasting model, changes in vehicle-miles of travel (VMT) will be calculated for each detailed alternative. These changes in VMT will be used to calculate changes in energy consumption resulting from each detailed alternative. Energy consumption will be given both for changes in fossil fuel consumption as well as electric power consumption in the 2045 forecast year. These analyses will use forecasts of the mixture of vehicle types in the forecast year.

8.3.29. Joint Development

If appropriate, the DEIS will identify and discuss those joint development measures which will preserve or enhance an affected community's social, economic, environmental, and visual values. This discussion may be presented in a separate section or combined with the land use and/or social impacts presentations. The benefits to be derived, those who will benefit (communities, social groups, etc.), and the entities responsible for maintaining the measures will be identified.

8.3.30. Short-Term Use Vs. Long-Term Productivity

The DEIS will discuss in general terms the relationship of the alternatives with regard to local short-term impacts and use of resources, and the maintenance and enhancement of long-term productivity. The discussion will point out that transportation improvements are based on State and/or local comprehensive planning which consider(s) the need for present and future traffic requirements within the context of present and future land use development.

8.3.31. Irreversible and Irretrievable Commitment of Resources

The DEIS will discuss in general terms the proposed action's irreversible and irretrievable commitment of resources. The discussion will compare the alternatives in terms of natural, physical, human and fiscal resources.

8.4. Traffic Forecasts and Transportation/Economic Analysis

This analysis will evaluate alternatives and calculate performance measures required to select a preferred alternative corridor and facility type. It will calculate regional purpose and need performance measures and forecast mainline traffic on alternatives as well as other regional highways.

Analysis of some transportation impacts will not occur until Tier 2. Such analyses include detailed examination of access issues and impacts to local roads.

8.4.1. Travel Demand Forecasting

This task includes additional network coding and travel model assignments for all remaining detailed alternatives. As already stated, individual traffic assignments

will be provided for each combination of route and facility type. For purposes of comparing alternatives on a consistent basis, the working alignments will be coded with assumptions about interchanges, access and grade separation locations. These assumptions are for purposes of comparing alternatives in this Tier 1 EIS. Final decisions about interchanges, access facilities and grade separations will be made as part of Tier 2 studies.

As described in **Task 4.3.2**, traffic assignments for detailed alternatives will be run twice. The initial assignment will use the TAZ attributes for the "no build" 2045 forecast year. The results of this assignment will be analyzed by the TREDIS model, which will forecast economic growth induced by the project. TREDIS' forecasts include induced employment and population. This added population and employment will be allocated to the "no build" 2045 TAZ layer to create a "build" TAZ layer for each alternative. The forecast year traffic assignments for each alternative will be rerun with the "build" TAZ layer for that alternative. This "build" assignment will be used to calculate purpose and need performance measures for each alternative.

8.4.2. Purpose and Need Performance Measures

As described in **Task 7.4**, traffic model post-processor programs will analyze traffic assignments to calculate transportation purpose and need performance measures for each alternative. Transportation measures will compare improvements in congestion, safety and accessibility for each alternative. The TREDIS model will provide forecasts of economic purpose and need measures for each detailed alternative.

8.4.3. Major Interchange Traffic Engineering Analysis

Forecasted turning movements and capacity/level of service analysis will be conducted for **major interchanges** in each alternative. This analysis will support **Task 8.2 (Engineering and Cost Analysis)**. This contract assumes that a total of 10 such analyses will be performed. The number of interchanges analyzed may be increased with a contract addendum.

8.5. Identify Sections of Independent Utility

Sections of Independent Utility (SIUs) will be identified for each detailed alternative. These sections will be the subject of Tier 2 NEPA studies for the preferred alternative. The SIUs are sections of each alternative which have a stand-alone, independent transportation purpose. This is in accordance with FHWA guidance on tiered studies⁸. It provides that Tier 2 SIUs be identified in the Tier 1 DEIS.

8.6. Alternatives Analysis

In this task, engineering, environmental and purpose and need criteria will be applied to identify a Preferred Alternative in the DEIS. The Preferred Alternative must show a significant benefit for each core goal in the Purpose and Need (See **Task 5.3**). This task will include the preparation of a technical memorandum to document the analysis that will be provided to INDOT and the RDA for review and input.

9. DEIS

Following **Task 8**, the DEIS will be prepared. The major tasks in this effort include the organization and distillation of previous technical work and reports into a DEIS document which uses the prescribed DEIS chapter structure. Volume I of the DEIS will include the

products of **Task 9.1** through **Task 9.8**. Technical details will be provided in Volume II (Appendices – **Task 9.9**) and Volume III (Environmental Atlas – **Task 9.10**). This is with the goal of making Volume I succinct and easy to read.

9.1. Write DEIS Purpose and Need Chapter

This chapter will consist of the results of **Task 5.4**, with appropriate modifications. Results of **Task 5.4** which address prior studies will be documented in a separate Project History chapter.

9.2. Write DEIS Alternatives and Comparison of Alternatives Chapters

This chapter will draw on the technical analyses and reports developed throughout the study. Most of the materials in these chapters will represent the results of **Task 6.6**, **Task 7.6**, and **Task 8.6**. The Alternatives chapter will present the comparative costs, impacts and performance for each alternative. The Comparison of Alternatives chapter will present the rationale for the selection of the Preferred Alternative.

9.3. Write DEIS Environmental Resources, Impacts, and Mitigation Chapter

For each resource considered, this chapter will describe the environmental resources within the project area, the impacts of each detailed alternative to these resources, and mitigation for these impacts.

9.4. Write Mitigation and Commitments Chapter

This chapter will document in one location all mitigation measures identified in the Environmental Resources, Impacts and Mitigation Chapter. It also will identify the mitigation commitments to be carried forward into Tier 2 studies. Some of these commitments will be designated as commitments for project design and construction.

9.5. Write Section 4(f) Chapter

This chapter will document the results of **Task 8.3.13**. It will evaluate the potential impact of each alternative on Section 4(f) resources, and whether those impacts could have a bearing on the decision to select that alternative in the FEIS/ROD.

9.6. Write Comments, Coordination and Public Involvement Chapter

This chapter will summarize all activities in **Task 2** and **Task 3**. It will identify each major input item from agencies, stakeholders and the public, as well as how that input was considered in determining the Preferred Alternative. It will summarize major agency input activities. These activities will include formal agency coordination meetings, individual agency meetings, and other agency input. It also will summarize major public input activities. These activities will include the public involvement plan, formal public meetings, individual stakeholder meetings, regional issues involvement team meetings, project website outreach, social media outreach, formal media outreach (including press releases and media advisories), newsletters, and other community meetings/presentations to local organizations.

9.7. Write Other DEIS Chapters

These other chapters include the List of Preparers, Distribution of DEIS, References, and Glossary/Acronyms/Index chapters.

9.8. Write DEIS Summary Chapter

This DEIS chapter will summarize the entire DEIS. It will be placed at the beginning of the DEIS.

9.9. Write DEIS Appendices

The appendices will be distributed in electronic-only format. They will constitute Volume II of the DEIS. The appendices will provide technical documentation supporting the data presented in Volume I of the DEIS. To the extent possible, technical information will be presented in Volume II, to allow Volume I to succinctly describe the rationale for choosing a Preferred Alternative.

9.10. Prepare Environmental Atlas

This document (Volume III of the DEIS) will provide end-to-end maps for each alternative. It will display the corridor and centerline of the working alignment for each alternative. It will display the resources within each alternative's study band and corridor. Maps will be on 11" x 17" pages. The atlas also will display on a single page each alternative superimposed over key environmental features. Possible features include physiographic regions, natural regions, forested land, farmland, prime farmland, wetlands, karst areas, listed species sightings, low income populations, minority populations, and NRHP listed/eligible sites.

9.11. FHWA and INDOT Reviews and Revisions

No more than six printed copies of Volume I and Volume III (as well as electronic versions of Volume II) will be produced for INDOT and FHWA review. Upon receipt of comments, appropriate revisions will be made. In order to expedite reviews, printed copies of individual chapters and major sections of Volumes I and II may be provided on a staggered basis, as they are finalized by the project team.

9.12. Production and Circulation of Approved DEIS

Up to 25 printed copies of Volume I and Volume III (with Volume II accompanying in electronic format) will be printed. Two (2) of these printed copies will be reserved for internal project team use. Up to 500 completely electronic copies will be prepared and stored on appropriate media. These documents will be circulated to resource agencies, libraries and stakeholders. INDOT will identify recipients of printed copies.

10. FEIS/ROD**10.1. DEIS Comments**

The DEIS will be available for public and agency comment for a minimum of 45 days after the Notice of Intent of its availability is published in the Federal Register. This comment period may be extended if so directed by INDOT or FHWA. The public hearing (**Task 3.2.6**) and Preferred Alternative and Mitigation Meeting with agencies (**Task 2.2**) will occur during this comment period. All comments received during the comment period will be catalogued in the project record.

10.2. Prepare Responses to Comments

Responses will be made to all substantive comments received during the DEIS comment period. These substantive comments, and their responses, will be published as Volume IV of the FEIS/ROD. In addition, all comments received will be published in Volume IV of the FEIS/ROD. These responses will document whether, and in what manner, they were considered and reflected in preparing the FEIS/ROD.

The preparation of these responses does not include additional technical studies required to address substantive comments. Such additional technical studies may be undertaken with a contract addendum.

10.3. Write Draft FEIS/ROD

The FEIS/ROD will be written in this task. Writing the FEIS entails modifying the DEIS as needed to address and incorporate comments received as part of Task 10.1. It is anticipated that the DEIS Preferred Alternative will be modified based upon comments received, and that the FEIS/ROD selected alternative will be this Refined Preferred Alternative (RPA)⁹. This RPA will be an additional alternative to those considered in the DEIS. The FEIS/ROD will compare the costs and impacts of the RPA with all other alternatives (including the DEIS Preferred Alternative). It is anticipated that the RPA will be similar to the DEIS Preferred Alternative for its performance on Purpose and Need, such that traffic and economic forecasts will not need to be redone for the RPA. Such additional traffic, economic and Purpose and Need analyses may be undertaken with a contract addendum.

10.4. FHWA and INDOT Reviews and Revisions

No more than six printed copies of Volume I (as well as electronic versions of Volumes II and IV) will be produced for INDOT and FHWA review. Upon receipt of comments, appropriate revisions will be made. In order to expedite reviews, printed copies of individual chapters and major sections of Volume I, II and IV may be provided on a staggered basis, as they are finalized by the project team.

10.5. Production of Approved FEIS/ROD

Up to 10 printed copies of Volume I and Volume III (with Volume II and Volume IV accompanying in electronic format) will be printed. Volume III will be reprinted only for the RPA. Two (2) of these printed copies will be reserved for internal project team use. Up to 500 completely electronic copies will be prepared and stored on appropriate media. These documents will be circulated to resource agencies, libraries and stakeholders. INDOT will identify recipients of printed copies.

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APPENDIX "B"

Information and Services to be furnished by INDOT, if available:

1. Available data from the transportation planning process
2. Traffic Data
3. Traffic Forecasting
4. Access to INDOT records regarding plans, field notes, project correspondence, and right-of-way grants and deeds located within the project area
5. Existing bridge and/or road plans
6. State of Indiana forms and manuals required for the project

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APPENDIX "C"

Schedule:

No invoicing under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from INDOT. Services may begin as of the effective date of May 1, 2019 as noted below.

All work by the CONSULTANT under this Contract shall be completed and delivered to INDOT for review and approval within the following approximate time periods. Variations from this schedule may be agreed upon by the INDOT project manager and the CONSULTANT.

May 1, 2019	Effective Date of Contract, billable work may begin on this date but invoices may not be sent until the contract is executed.
June 30, 2021	Estimated date for Tier 1 Record of Decision

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APPENDIX "D"

Compensation

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$6,546,400.00.
2. The CONSULTANT will be paid for the services described in Appendix "A" on a cost plus fixed fee basis. The maximum contract amount available for these services is \$6,546,400.00. The fixed fee is as follows:

a. Fixed Fee \$ 577,176.00

The CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee PLUS a provisional overhead rate and a facilities capital cost of money rate, PLUS direct non-salary costs as approved by INDOT, PLUS a fixed fee. The provisional overhead rates and facilities capital cost of money rates for the involved firms are as follows:

<u>Firm</u>	<u>Provisional Overhead Rate</u>	<u>FCCM rate</u>
Lochmueller Group	187.68%	0.42%
VS Engineers	141.24%	0.38%
Beam, Longest and Neff	203.13%	0.22%
Resource Systems Group	186.62%	0.25%

The actual and allowable costs of such direct non-salary costs directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

Each employee's reimbursable direct charge rate will be limited to the INDOT maximum allowable direct labor rate for the applicable period of services. The maximum allowable rate is available on the INDOT website. Upon receipt of a newly approved overhead rate from INDOT's Financial Auditing Section the CONSULTANT shall incorporate into the following invoice an adjustment for the previous year's billings to the actual overhead rate applicable at the time of work and also proceed with use of the new rate as the provisional rate. Work completed during the last year of the agreement will be compensated based on the most recent overhead additive rate deemed allowable by the agency. The overhead rate shall be determined by INDOT's Division of Cost Accounting and Audits in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

3. The CONSULTANT may submit one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to the address shown on the Purchase Order.

CONSULTANT shall submit an invoice for payment within 120 days after the earlier of (a) the date that CONSULTANT's right to payment for a work item has accrued or (b) the last day of the term of this contract. The date any invoice is due to be presented to INDOT is referred to herein as the "Invoice Due Date". CONSULTANT acknowledges and agrees that INDOT is a recipient of federal funds and INDOT may intend to use federal funds to pay all or a part of the sums owed to CONSULTANT pursuant to this contract. Accordingly, in the event that CONSULTANT'S invoice is not timely delivered and federal funds that were otherwise available to pay CONSULTANT are not available to pay CONSULTANT for any reason, then

CONSULTANT agrees that INDOT shall have no obligation to pay sums due by INDOT hereunder to the extent previously available federal funds are not available to pay such sums ("Unavailable Federal Funds"). In the event that the compensation to CONSULTANT is intended by INDOT on the date hereof to be payable solely with state funds, then the amount of Unavailable Federal Funds shall be deemed to be \$0.00.

Additionally, in the event that CONSULTANT does not submit an invoice by the Invoice Date, then CONSULTANT shall additionally pay INDOT an administrative fee equal to 20% of the value of the invoice, less the amount of Unavailable Federal Funds (the "Administrative Fee"). The Administrative Fee is intended to offset certain costs that INDOT incurs as a result of late delivery of an invoice, which costs are difficult and impractical to ascertain.

4. Services noted in this contract shall not start until funding is secured, deposited into an INDOT account and a Notice to Proceed is given. The initial Notice To Proceed for services up to \$500,000.00 that started on or after the effective date of May 1, 2019, as outlined in Appendix C, will be given once this contract is executed.
5. Overtime premium wages will not be allowed unless approved by INDOT. If overtime premium wages are approved they will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy. Neither overhead additive nor negotiated labor rate multiplier will be applied to the overtime premium portion of direct salary and wages.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

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APPENDIX "E"

SUBCONSULTANT ACKNOWLEDGEMENT

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between **Lochmueller Group, Inc.** and the Indiana Department of Transportation (INDOT), Contract number **0000000000000000000000000035095** ("Contract"), and

WHEREAS, INDOT consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and INDOT agree as follows:

1. With respect to any liability and/or indemnification issues, this Acknowledgment is subject to IC 8-23-2-12.5.
2. Without limiting any rights or remedies based in agency, law, equity or otherwise that INDOT may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #19 (Governing Laws); #23 (Insurance -- Liability for Damages) and #21 (Indemnification) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.
3. INDOT and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and INDOT is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For SUBCONSULTANT:

For INDOT:

Subconsultant Firm Name (Please Print)

Name/Title_____
Name/Title_____
Date_____
Date

APPENDIX "F"

INDIANA DEPARTMENT OF TRANSPORTATION
CONSULTANT CONFLICT OF INTEREST POLICY

The Indiana Department of Transportation (INDOT) Consultant Conflict of Interest Policy (the "Policy") is as follows:

1. Consultants and Subconsultants shall provide independent and uncompromised judgment, counsel, work product and public representation, with respect to every contract with INDOT.
2. Consultants and Subconsultants shall support the policies and practices of the State of Indiana.
3. Any conduct or set of facts that could or does compromise or limit the duties in Paragraphs (1) and (2) above shall be considered a Conflict of Interest ("Conflict").
4. The consultant (and any Subconsultant), not INDOT, shall reasonably and in good faith anticipate, identify, and disclose to INDOT any actual or potential Conflict.
5. In addition to complying with the requirements of this Policy, the consultant or subconsultant shall also comply with any other professional responsibilities, ethics code of conduct or law applicable to the consultant or subconsultant.
6. The consultant shall include a term requiring compliance with this Policy in any agreement or arrangement with any subconsultant in furtherance of any INDOT contract.
7. The Consultant and any Subconsultant shall notify INDOT of any Conflict or potential Conflict according to this Policy in writing (by emailing INDOT at contractsrfp@indot.in.gov), fully explaining the Conflict or potential Conflict and providing any suggestions or protocol to remedy the Conflict prior to (as applicable):
 - a. The completion of any INDOT Consultant selection process;
 - b. Any consultant engaging any Subconsultant on an INDOT contract; or
 - c. The consultant or Subconsultant accepting any work from an entity other than INDOT.
8. INDOT's Consultant Selection Committee will consider the consultant's or Subconsultant's notification of a potential Conflict with consultation from the Project Manager and agency Ethics Officer. The Committee will make a recommendation to the Commissioner on whether to object to the Conflict, waive the potential Conflict or require the Consultant or Subconsultant to remedy the Conflict. The Committee will include an explanation on why a waiver is appropriate for all recommendations to waive a Conflict.
9. After receiving the recommendation of the Committee, INDOT's Commissioner or the Commissioner's designee, in his or her sole discretion and with the exercise of reasonableness and good faith, may object to the Conflict, waive the Conflict, or require the Consultant (or Subconsultant) to remedy the Conflict to INDOT's satisfaction as a

condition of INDOT awarding or continuing any contract or awarding any amendment to, extension or supplement of or additional work under any contract.

10. INDOT shall issue its decision with respect to any notification provided under Paragraph (7) above, within 10 (ten) business days of receipt of said notification.

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Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	B346300	Adams,Brittany Danielle	06/17/2019 4:02:09PM	Agency Fiscal Approval
2	J210634	Shethen,John D	06/17/2019 4:11:11PM	IDOA Legal Approval
3	C292947	Sharp,Cara Alycia	06/18/2019 11:00:29AM	SBA Approval
4	O277119	Egunyomi,Olusola	06/24/2019 3:32:38PM	SBA Approval
5	M338811	Skarbeck,Molly H	06/24/2019 3:41:32PM	Attorney General Approval
6	S210690	Gard,Susan W	06/24/2019 4:01:58PM	Attorney General Approval