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INTERLOCAL COOPERATIVE AGREEMENT
 Between
 THE INDIANA DEPARTMENT OF TRANSPORTATION
 And
 BROWN COUNTY
 Concerning
 RELOCATION AND TRANSFER OF OWNERSHIP
 OF SELECT BRIDGE NO. 046-11-01316C

EDS No A249-17-01160175

This Agreement is made and entered into this 26th day of January, 2018, by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT") and the Brown County Board of Commissioners, Indiana (hereinafter referred to as the "COUNTY"); and jointly referred to as the "PARTIES."

RECITALS

WHEREAS, pursuant to 36 C.F.R. 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f), INDOT, the State Historic Preservation Officer ("SHPO"), the Federal Highway Administration ("FHWA") and the Advisory Council on Historic Preservation ("Council") have entered into a Programmatic Agreement applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana (hereinafter referred to as the Historic Bridges PA, attached as Exhibit A and herein incorporated by reference); and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Surface Transportation Block Grant Program and the Highway Bridge Replacement and Rehabilitation Program, provided the appropriate eligibility criteria are satisfied; and

WHEREAS, the Historic Bridges PA Section III.A.8 provides that "If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner"; and

WHEREAS, the historic bridge known as Bridge Number 046-11-01316C (hereinafter the "Bridge"), which carries traffic on S.R. 46 over the Eel River (NBI No. 017050), is scheduled to be replaced by INDOT under INDOT Project Des. No. 0800910 (the "Project"); and

WHEREAS, the COUNTY wishes to obtain ownership of the second span of the Bridge (hereinafter "Span B") and to relocate Span B for use in the Salt Creek Trail project (as shown and described in the attached Exhibit B); and

WHEREAS, in obtaining Span B, the COUNTY agrees to adhere to all requirements of the Historic Bridges PA, including Attachment B to the Historic Bridge PA (outlining standards for treatment of historic bridges); and

WHEREAS, in the interest of preserving Span B while providing for replacement of the Bridge in Clay County, the PARTIES desire to transfer Span B to the COUNTY for use on the Salt Creek Trail project after completion of construction of the new bridge to carry traffic on S.R. 46 over the Eel River;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the PARTIES hereto agree as follows:

I. SPECIFIC PROVISIONS

1.1. The COUNTY's Responsibilities.

- A. The COUNTY agrees to take on ownership of Span B (as described in Exhibits A and B to this Agreement and in accordance with all requirements of this Agreement and the Historic Bridges PA).
- B. Once installation and rehabilitation of Span B at the Salt Creek Trail site is complete, subject to Section 1.2 below, the COUNTY agrees to accept all costs associated with maintenance of Span B according to the standards established in the Historic Bridges PA and for the duration of this Agreement identified in Section 1.5.
- C. Except as otherwise specifically provided under this Agreement, the COUNTY shall be solely responsible for all costs and liability associated with Span B, including costs of operation, regulation, maintenance, rehabilitation, construction and/or reconstruction, and for any and all future development and construction of bicycle/pedestrian or other facilities relating or connecting to Span B. Under no circumstances shall the State of Indiana or INDOT be liable for any cost associated with Span B under this Agreement (except as otherwise specifically provided herein).
- D. The COUNTY may, in its discretion and subject to compliance with applicable law, contract with other entities (public or private) to provide for the maintenance, operation, rehabilitation, construction and/or reconstruction of Span B and any associated facilities. However, the COUNTY understands and agrees that irrespective of any agreements or other arrangements that it makes with respect to Span B, the COUNTY shall remain ultimately responsible to INDOT and/or FHWA for its obligations under this Agreement and the Historic Bridges PA.
- E. If, at the end of the term of this Agreement or at any time thereafter, the COUNTY wishes to discontinue use of Span B as a bicycle/pedestrian facility, the COUNTY

shall be solely responsible to demolish Span B at its expense and in accordance with applicable law.

1.2. INDOT's Responsibilities.

A. *Funding for Span B Rehabilitation Work.* INDOT hereby agrees to complete and provide eligible funding for all costs associated with disassembly and relocation as well as certain improvements and rehabilitation work on Span B as described in Section 1.2(B) below, provided that the cost of all such work shall not exceed the total amount of \$2,100,000.00. The cost of any additional repairs, installations, construction or any other expenses associated with Span B exceeding the amount of \$2,100,000.00 shall be born solely by the COUNTY. If the actual costs of the work (as described in Section 1.2(B) below) are less than the amount of \$2,100,000.00, INDOT shall only be responsible for the actual cost of the work. Any balance of the not-to-exceed funding amount (\$2,100,000.00) shall remain with INDOT; INDOT shall be under no obligation to apply such balance to any other work on or near the Span B, and any such balance may not be used by the COUNTY for any other project or purpose.

B. *Span B Rehabilitation Work.* The PARTIES understand and agree that plans for INDOT's rehabilitation work on and near Span B have not been finalized. However, the COUNTY understands and agrees that INDOT shall have sole final decision-making authority concerning the plans, and shall adjust plans as needed to work within the maximum funding amount provided in Section 1.2(A) above. The INDOT-funded rehabilitation work will bring Span B into compliance with applicable pedestrian and maintenance vehicle loading standards, and may include the following:

1. Construction of the required ADA-compliant (as applicable) shared-use trail approach elements to connect Span B to the existing ground elevation.
2. Repair or replacement of most or all lower failed and deficient gusset plates and bottom chord members, where existing conditions justify doing so for design loads, or where members are visibly damaged (due to collision, etc.).
3. Repair or replacement of the stringers and floor beams where existing conditions justify doing so for the pedestrian and maintenance vehicle loading.
4. Repair or replacement of lower lateral bracing with significant section loss.
5. Repair (heat-straightening) of any vertical members, sway bracing and portal bracing damaged as a result of vehicular collisions.
6. Installation of new sway bracing in locations where original members were previously removed.
7. Repair of any holes in the vertical members.
8. Cleaning (to bare steel) and painting of the entire Bridge structure in accordance with INDOT Standards.
9. Construction of new abutments.
10. Placement of the trusses on the new abutment seats.
11. Replacement of the bridge decks.

- C. The rehabilitation work on Span B will address structural items only in order to provide a long-life repair. Incidental items outside of Span B's limits and trail tie-in points, such as pedestrian or park amenities, will not be included in the rehabilitation work or any other contract for work.
- D. INDOT further agrees to execute any additional documents it believes necessary to effectuate the transfer of ownership of Span B to the COUNTY.

1.3. Standard Treatment of Historic Bridges. The PARTIES shall follow the requirements of the Historic Bridges PA (including the "Standard Treatment Approach for Historic Bridges" outlined in Attachment B to the PA) in relocating and rehabilitating Span B.

1.4. Future Federal Funding; Repayment of Federal-Aid Funds.

- A. The COUNTY understands and agrees that any failure to maintain and operate Span B as provided herein and in accordance with applicable laws during the term of this Agreement may result in the loss of eligibility for future federal-aid funds on Span B and all associated facilities, as well as other potential federal funds.
- B. Further, if through the actions or inactions of the COUNTY, INDOT is required to repay to FHWA any portion of the federal funds relating to Span B, then the COUNTY will promptly repay INDOT such sum or sums upon receipt of an invoice from INDOT. The COUNTY shall repay all such funds within forty-five (45) days of receiving an invoice from INDOT, unless the COUNTY and INDOT agree to some other repayment schedule in writing. In the event that the COUNTY does not repay all funds within forty-five (45) days and the PARTIES do not reach an agreement as to an alternate repayment schedule, INDOT may proceed in accordance with I.C. §8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the COUNTY's allocation of the Motor Vehicle Highway Account (if any) to INDOT's account until the amount due has been repaid. INDOT may also withhold and reallocate other eligible federal funds from any amounts that might otherwise be available to the COUNTY until the full amount of federal funds to be repaid has been recovered.

1.5. Term and Renewal of Agreement. The term of this Agreement shall begin on the date of last signature to this Agreement and continue through the useful life of Span B (which is expected to be 25 years), but not to exceed December 31, 2045. This Agreement may be renewed under the same terms and conditions subject to the approval of all signing PARTIES.

II. GENERAL PROVISIONS

2.1. Access to Records. The COUNTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for five (5) years from the date of the Project's completion, for inspection or audit by INDOT, or its authorized representative, and copies thereof

shall be furnished free of charge, if requested by INDOT. The COUNTY agrees that, upon request by any agency participating in federally-assisted programs with whom the COUNTY has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the COUNTY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. [OMITTED – NOT APPLICABLE]

2.3. Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE]

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

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

2.6. Changes in Work. [OMITTED – NOT APPLICABLE]

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The COUNTY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification

Non-Collusion and Acceptance

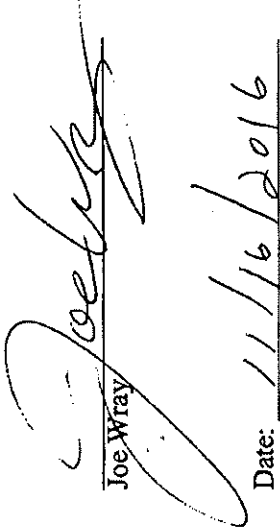
The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the COUNTY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the COUNTY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement 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 Agreement, the undersigned attests to compliance on behalf of the COUNTY with the disclosure requirements in IC §4-2-6-10.5.**

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

**BROWN COUNTY
Board of Commissioners**


Dave Anderson


Diana Biddle


Joe Wray
Date: 11/16/2016

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.8. Compliance with Laws.

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

B. The COUNTY 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 COUNTY 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 this Agreement, the COUNTY shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the COUNTY is not familiar with these ethical requirements, the COUNTY 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 COUNTY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE]

D. [OMITTED – NOT APPLICABLE]

E. [OMITTED – NOT APPLICABLE]

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

G. [OMITTED – NOT APPLICABLE]

H. As required by IC §5-22-3-7:

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

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

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

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

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

2.9. Condition of Payment. [OMITTED – NOT APPLICABLE]

2.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE]

2.11. Continuity of Services. [OMITTED – NOT APPLICABLE]

2.12. Debarment and Suspension. [OMITTED – NOT APPLICABLE]

2.13. Default by State. [OMITTED – NOT APPLICABLE]

2.14. Disputes. [OMITTED – NOT APPLICABLE]

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

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

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

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

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

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

- A. The COUNTY shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The COUNTY is not required to participate should the E-Verify program cease to exist. Additionally, the COUNTY is not required to participate if the COUNTY is self-employed and does not employ any employees.
- B. The COUNTY shall not knowingly employ or contract with an unauthorized alien. The COUNTY shall not retain an employee or contract with a person that the COUNTY subsequently learns is an unauthorized alien.
- C. The COUNTY shall require its subcontractors, who perform work under this Agreement, to certify to the COUNTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled

and is participating in the E-Verify program. The COUNTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

2.17. Employment Option. [OMITTED – NOT APPLICABLE]

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

2.19. 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 Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

2.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE]

2.22. Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suites including court costs, attorney’s fees, and other expenses caused by any act or omission of the COUNTY and/or its subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the COUNTY.

2.23. Independent Entity; Workers’ Compensation Insurance. [OMITTED – NOT APPLICABLE]

2.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE]

2.25. Insurance. [OMITTED – NOT APPLICABLE]

2.26. Key Person(s). [OMITTED – NOT APPLICABLE]

2.27. Licensing Standards. [OMITTED – NOT APPLICABLE]

2.28. Merger & Modification. [OMITTED – NOT APPLICABLE]

2.29. Minority and Women's Business Enterprises Compliance. [OMITTED – NOT APPLICABLE]

2.30. Non-Discrimination.

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

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

B. The COUNTY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the COUNTY agrees that if the COUNTY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the COUNTY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The COUNTY 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 this Agreement.

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, limited English proficiency, or status as a veteran.)

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

- 1) Compliance with Regulations: The COUNTY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2) Nondiscrimination: The COUNTY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNTY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, 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 COUNTY 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 COUNTY of the COUNTY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- 4) Information and Reports: The COUNTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses furnish this information, the COUNTY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the COUNTY under the Agreement until

the COUNTY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

The COUNTY 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 COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY 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 COUNTY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.31. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

For INDOT: Cultural Resources Manager
INDOT Environmental Services Division
100 N. Senate Avenue, Room N642
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

For SHPO: Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
Deputy State Historic Preservation Officer
402 W. Washington Street, Room 274
Indianapolis, IN 46204

For COUNTY: Brown County Board of Commissioners
201 Locust Lane, 2nd Floor
P.O. Box 37
Nashville, IN 47448

2.32. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]

2.33. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]

2.34. Payments. All payments, if any, shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the COUNTY 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 Agreement except as permitted by IC §4-13-2-20.

If the COUNTY has any outstanding balances on any Agreement with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with IC §8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY's allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account, if any, to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the COUNTY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the COUNTY.

2.35. 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, IC §34-54-8, IC §34-13-1 and §34-52-2-3.

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

2.36. Progress Reports. [OMITTED – NOT APPLICABLE]

2.37. Public Record. The COUNTY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.38. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration ("IDOA") and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed agreement may not be longer than the term of the original Agreement.

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

- 2.40. Status of Claims. The COUNTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services performed under this Agreement.
- 2.41. Substantial Performance. [OMITTED – NOT APPLICABLE]
- 2.42. Taxes. [OMITTED – NOT APPLICABLE]
- 2.43. Termination for Convenience. [OMITTED – NOT APPLICABLE]
- 2.44. Termination for Default. [OMITTED – NOT APPLICABLE]
- 2.45. Travel. [OMITTED – NOT APPLICABLE]
- 2.46. Indiana Veteran’s Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]
- 2.47. Waiver of Rights. [OMITTED – NOT APPLICABLE]
- 2.48. Work Standards. [OMITTED – NOT APPLICABLE]
- 2.49. State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE]

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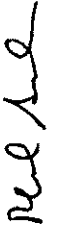
STATE OF INDIANA

APPROVALS

Department of Transportation

State Budget Agency

 _____ (for)

 _____ (for)

Joseph McGuinness
Commissioner

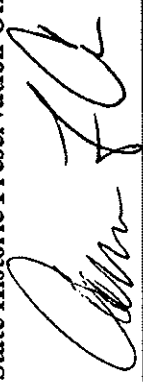
Jason D. Dudich
Director

Date: 1/19/17

Date: 1-24-17

Department of Natural Resources
State Historic Preservation Officer

Department of Administration

 _____ (for)

 _____ (for)

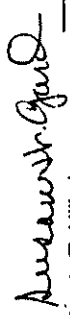
Cameron Clark
Director

Jessica Robertson
Commissioner

Date: 12/6/16

Date: 1/23/17

Approved as to Form and Legality:

 _____ (for)

Curtis T. Hill, Jr.
Attorney General of Indiana

Date: 1/26/17

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
MANAGEMENT AND PRESERVATION OF INDIANA'S HISTORIC BRIDGES**

WHEREAS, the Federal Highway Administration (FHWA) has determined that the construction and improvement of highways and bridges with Federal Aid Highway funds (Federal-aid) may have an effect on bridges that are listed in the National Register of Historic Places (NRHP), or may be determined to be eligible for listing, hereafter referred to as "historic bridges"; and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, this Programmatic Agreement (Agreement) is applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana; and

WHEREAS, FHWA has consulted with the Advisory Council on Historic Preservation (Council) and the Indiana State Historic Preservation Officer (Indiana SHPO) pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f); and

WHEREAS, FHWA formed a Historic Bridge Task Group (Task Group), including representatives from the Council, Indiana SHPO, Indiana Department of Transportation (INDOT), Indiana Local Technical Assistance Program (LTAP), Historic Landmarks Foundation of Indiana (HLFI), Historic Spans Task Force, Indiana Association of County Highway Engineers and Supervisors (IACHES), Indiana Association of County Commissioners (IACC), and Senator Richard Lugar's Office, to assist in the development of this Agreement and monitor its success upon implementation of the Agreement; and

WHEREAS, this Agreement defines a process to identify historic bridges that are most suitable for preservation and are excellent examples of a given type of historic bridge, hereafter referred to as "Select Bridges" and also identify those historic bridges that are not considered excellent examples of a given type of historic bridge or are not suitable candidates for preservation, hereafter referred to as "Non-Select Bridges"; and

WHEREAS, FHWA will not consider demolition to be a "prudent" alternative for any Federal-aid project involving a Select Bridge and FHWA will not participate in a project that would result in the demolition of a Select Bridge; and

WHEREAS, FHWA may participate in the demolition of a Non-Select Bridge provided there are no feasible and prudent alternatives to demolition of the Non-Select Bridge; and

WHEREAS, the Task Group recognizes that historic bridges are an important part of the history, culture and surface transportation system of the State of Indiana and its local units of government; and

WHEREAS, economic development and tourism benefits have been recognized from preserving historic bridges; and

WHEREAS, the rehabilitation, reuse and preservation of historic bridges constructed of a wide variety of materials can be facilitated with good information and procedures that encourage consideration of context sensitive design solutions and address this public interest; and

WHEREAS, it is understood that new bridge construction and routes may ultimately be required to address local and state transportation needs; and

WHEREAS, FHWA, in consultation with the Council and the Indiana SHPO, have invited INDOT to be a signatory to this Agreement; and

WHEREAS, FHWA in consultation with the Council and the Indiana SHPO have invited the LTAP, HLF, Historic Spans Task Force, IACHES, and IACC to be concurring parties to this Agreement;

NOW, THEREFORE, FHWA, INDOT, the Indiana SHPO, and the Council agree that the following stipulations will be implemented for FHWA undertakings in the State of Indiana that involve historic bridges.

STIPULATIONS

FHWA shall ensure that the following stipulations are carried out:

I. INDOT will implement the following actions or program updates within one (1) year of executing this Agreement:

- A. INDOT will develop and include “Standards for Rehabilitation of Bridges on Low-Volume Roads” in the INDOT design manual, which will be utilized to evaluate if rehabilitation of a given historic bridge for vehicular use is feasible and prudent. Standards that define “feasibility” relate to the ability of an alternative to meet certain engineering requirements, such as structural capacity. Standards that define “prudent” relate to cost effectiveness of an alternative. The Task Group will be provided an opportunity to review and comment on the Standards before they are finalized and prior to any updates.

- B.** INDOT will inform the applicants for Federal-aid funds for any bridge project in the award letter that the scope of the bridge project (rehabilitation or replacement) will be determined by FHWA through the National Environmental Policy Act (NEPA) process and Section 4(f) of the Department of Transportation Act. The award letter will state that laws, regulations and design standards may ultimately dictate that the bridge be rehabilitated if the bridge is determined to be historic and FHWA concludes that rehabilitation is feasible and prudent.
- C.** INDOT will classify and label all historic bridge projects as “Bridge Project – Scope Undetermined” until after FHWA has identified a preferred alternative for the project. The classification and labeling will apply to award letters to federal-aid applicants, the Indiana Statewide Transportation Improvement Program and in electronic tracking systems maintained by INDOT. This generic classification for bridge projects will ensure that federal-aid applicants and the public do not have false expectations that the bridge will be replaced before the NEPA process is completed. The classification or label for the bridge project may be updated to reflect the scope identified in the approved NEPA document.
- D.** INDOT will work with the Transportation Enhancement Committee to develop and implement a scoring system that gives funding priority to Select Bridges within the historic projects category.

II. BRIDGE SURVEY

INDOT will complete a statewide survey of bridges on public roads and on public right-of-way (Bridge Survey) that were built in or before 1965. INDOT will gather the appropriate data to develop a historic context for bridges in Indiana, make NRHP eligibility recommendations, and recommend preservation priorities for historic bridges in accordance with “Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)” of this Agreement. INDOT will collect data on all types of bridges (metal truss, concrete, masonry and timber), and will provide adequate opportunities for input to the Task Group and the public in completing the requirements of Attachment A and Stipulations II.A and II.B. Key points where INDOT will seek public comment include: NRHP eligibility, draft Select and Non-Select prioritization criteria, and the draft list of Select and Non-Select Bridges. Each notice requesting public comment will be mailed directly to the County Commissioners so bridge owners will be able to comment at each stage of the process.

A. NRHP Eligibility Determinations:

1. INDOT will provide NRHP eligibility recommendations to the Task Group, County Commissioners, and the public for a 60 day comment period. INDOT’s recommendations will include the NRHP criterion, or criteria, that qualify the bridge for listing in the NRHP. INDOT will also list the bridges that are determined not to be eligible for the NRHP. INDOT will forward their final recommendations, along with any Task Group and public comments to FHWA and the Indiana SHPO for an eligibility determination.

2. FHWA, in consultation with the Indiana SHPO, will issue NRHP eligibility determinations for each bridge surveyed by INDOT. Bridges determined not to be NRHP eligible require no further consideration by INDOT and FHWA, unless later determined eligible for the NRHP in response to a nomination, or based on additional information or changed circumstances.
3. INDOT will make available to the public the NRHP eligibility determinations made by FHWA. The list will also include those bridges that FHWA determines not to be eligible for the NRHP.

B. Prioritization:

1. INDOT will develop criteria to identify each historic bridge as either Select or Non-Select in accordance with the process outlined in "Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)."
2. INDOT will seek input from the Task Group and the public on the evaluation criteria for classifying historic bridges as Select and Non-Select. The Task Group, County Commissioners, and the public will have thirty (30) days to provide comments to INDOT on the criteria.
3. FHWA, in consultation with the Indiana SHPO, will review the comments from the Task Group and the public, modify the criteria as appropriate, and approve the criteria in cooperation with INDOT.
4. INDOT will apply the Select and Non-Select Bridge criteria to each historic bridge identified in the Bridge Survey. INDOT will seek comments from the Task Group and the public on the draft list of Select and Non-Select Bridges. For each bridge, the rationale for including the bridge on the Select list or Non-Select list will be described. The Task Group, County Commissioners, and the public will have sixty (60) days to provide comments to INDOT on the Select and Non-Select Bridges list.
5. INDOT will provide FHWA and the Indiana SHPO with the list of Select and Non-Select Bridges and the comments received from the Task Group and the public. FHWA, in consultation with the Indiana SHPO, will review the comments received and make appropriate changes to the list, if any. FHWA, in consultation with the Indiana SHPO, will ultimately approve the list of Select and Non-Select Bridges when both parties are satisfied with the classification of each bridge.
6. INDOT will make available to the Task Group and the public the final list of Select and Non-Select Bridges, the final criteria used to evaluate bridges as Select or Non-Select, and the rationale for the classification of each bridge.

C. Re-Evaluation of Historic Bridges

1. In unusual circumstances, a Select Bridge may no longer meet the Select Bridge criteria. Examples of unusual circumstances may include, but are not limited to, the bridge collapsing due to a flood or an overweight vehicle. A bridge owner may request that FHWA and the Indiana SHPO re-evaluate the Select Bridge determination if an unusual circumstance occurs. The following process will be followed to determine if re-classification of the Select Bridge is appropriate:
 - a. The bridge owner must submit the request in writing to INDOT. The bridge owner should describe the unusual circumstance that has occurred and explain why the Select Bridge criteria no longer apply to the bridge.
 - b. If INDOT determines the request has merit, then INDOT will notify FHWA, the Indiana SHPO, the Task Group, and the public of the request to re-classify the Select Bridge. INDOT will accept comments from the Task Group and the public for thirty (30) days.
 - c. INDOT will provide a copy of all comments received to FHWA and the Indiana SHPO. FHWA and the Indiana SHPO will consult to evaluate the request and consider the comments received from the Task Group and the public.
 - d. If FHWA and the Indiana SHPO agree on the classification of the bridge, then FHWA will notify INDOT of the decision within 30 days after receiving the documentation from INDOT. INDOT will notify the bridge owner, the Task Group and all individuals that provided comments on the bridge of the decision. If FHWA and the Indiana SHPO do not agree on the classification of the bridge, then the parties will invoke the Dispute Resolution provision, Stipulation IV.B. If necessary, INDOT will update the Select/Non-Select list by removing the Select Bridge from the list.
2. At least every ten (10) years, FHWA, INDOT, and the Indiana SHPO will consult to determine if conditions have changed that would require updating the list of bridges eligible for the NRHP, the criteria for identifying Select and Non-Select Bridges, and the list of Select and Non-Select Bridges. Any signatory may request that an update be completed more frequently if there have been substantial changes to the population of bridges identified in the Bridge Survey. If FHWA, INDOT and the Indiana SHPO agree that conditions have changed and an update is required, then the survey will be completed as described in Stipulation II of this Agreement. The FHWA, INDOT and the Indiana SHPO will consult to determine if the survey should be expanded to include bridges built after 1965. If FHWA, INDOT and the Indiana SHPO determine the existing survey is still valid, then INDOT will notify the Task Group, County Commissioners, and the public of the decision.

III. PROJECT DEVELOPMENT PROCESS FOR HISTORIC BRIDGES

FHWA will satisfy its Section 106 responsibilities for undertakings involving Select and Non-Select Bridges by completing the following processes. FHWA recognizes that additional historic properties, other than the historic bridge, may exist within the project's Area of Potential Effect (APE). To satisfy FHWA's Section 106 responsibilities for other historic resources that may be in the APE, FHWA will comply with the requirements of 36 CFR Parts 800.3-800.6.

Consulting parties shall be invited to consult pursuant to 36 CFR Part 800.3 and be notified that consultation with respect to the historic bridge will be completed in accordance with the Programmatic Agreement for the Management and Preservation of Indiana's Historic Bridges.

A. Project Development Process for Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to develop a draft purpose and need statement (P&N) and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge. If rehabilitation is not feasible and prudent, then the Select Bridge must be bypassed or relocated for another use. FHWA will not participate in a project that involves demolition of a Select Bridge.
2. If the bypass alternative is not feasible and prudent, relocation of the bridge will be required. INDOT will work with the bridge owner, if the bridge does not belong to INDOT, to identify a new location for the Select Bridge. Preference will be given to locations closest to the original location of the bridge. The NEPA document must include the proposed new location, description of how the new bridge will be utilized, and evaluate the associated impacts, in addition to those resulting from the bridge replacement.
3. Upon completion of the draft P&N and alternatives analysis, INDOT will forward to the consulting parties a copy of the draft P&N and alternatives analysis (including relocation proposal, if applicable) and give the consulting parties at least thirty (30) days to provide comments before the P&N and alternatives analysis are finalized.
4. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to revise the P&N and alternatives analysis based on comments received. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. INDOT will provide the revised P&N, alternatives analysis (including updated relocation proposal, if applicable), and preferred alternative to all consulting parties. The submittal to the Indiana SHPO will request concurrence with the FHWA preferred alternative.
5. If the Indiana SHPO objects to the preferred alternative within thirty (30) days of receiving the request for concurrence, FHWA will continue to consult with the

Indiana SHPO, INDOT, the bridge owner if the historic bridge does not belong to INDOT, and the consulting parties. If the Indiana SHPO and FHWA cannot reach agreement with respect to the preferred alternative, then FHWA will comply with the dispute resolution stipulation of this Agreement.

6. If the Indiana SHPO concurs with FHWA's preferred alternative, then the standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach for rehabilitation (rehabilitation is required for the Select Bridge) includes all possible planning to minimize harm to the historic bridge and fulfills all consultation requirements under Section 106.
7. The bridge owner will hold a public hearing prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
8. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
9. FHWA and INDOT will work jointly so that all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.
10. If there is no agreement ultimately regarding the preferred alternative, FHWA will comply with the dispute resolution stipulation of the Agreement.

B. Project Development Process for Non-Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the bridge does not belong to INDOT, to develop a draft P&N and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge.
2. If rehabilitation alternatives are not feasible and prudent, the bridge owner shall market the historic bridge for re-use. Proposals will be accepted for the immediate rehabilitation and reuse or for its storage for future reuse. Proposals will also be accepted for the salvage of elements that may be stored for future repair of similar historic bridges. At a minimum, the following activities will be completed:

- a. The bridge owner shall place a legal notice in a local newspaper and a statewide newspaper at a minimum six (6) months in advance of the public hearing to notify interested parties of the historic bridge availability for re-use. The advertisement should describe, at a minimum, the historic bridge length, width, height, condition, and availability.
 - b. The bridge owner shall place signs at both approaches to the historic bridge at a minimum six (6) months in advance of the public hearing to notify users that the historic bridge will be replaced. The signs will remain in place until completion of NEPA.
 - c. The bridge owner shall provide INDOT and HLF with the information needed to post the historic bridge on INDOT's historic bridge marketing website and HLF website, respectively, at a minimum six (6) months prior to the public hearing.
3. If no responsible party steps forward either prior to or during the public hearing to assume ownership of the Non-Select Bridge, then the bypass and relocation alternatives will be deemed not prudent and, therefore, Indiana SHPO, the Council, and FHWA agree that the bridge may be demolished.
4. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. The standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach includes all possible planning to minimize harm to the historic bridge and implementation of the standard treatment approach fulfills all consultation requirements under Section 106.
5. The bridge owner will hold a public hearing for the project, prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
6. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will execute an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
7. FHWA will ensure all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.

IV. ADMINISTRATIVE STIPULATIONS

A. Review – The Council and Indiana SHPO may monitor activities carried out pursuant to this Agreement and will review such activities, if so requested. FHWA and INDOT will cooperate with the Council and the Indiana SHPO in carrying out their review responsibilities.

B. Dispute Resolution – Should any signatory or invited signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FHWA shall consult with the objecting party(ies) to resolve the objection. If FHWA determines that such objection(s) cannot be resolved, FHWA will:

1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within thirty (30) days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by FHWA in reaching a final decision regarding the dispute.
2. If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching the decision, FHWA will take into account all comments regarding the dispute from the parties to the Agreement.
3. FHWA’s responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA’s decision will be final.
- C. Annual Reporting – INDOT will maintain the list of bridges evaluated under Stipulation II and include at least the current status of eligibility, priority (Select or Non-Select), current owner, and scope of Federal-aid projects processed under this Agreement. INDOT will prepare an annual report that will include a list of Select and Non-Select Bridges that have been processed during the previous calendar year pursuant to this Agreement and the scope of each project. INDOT will submit this report on or before January 31 of each year to the Task Group.
- D. Amendments and Noncompliance – If any signatory to this Agreement, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties, as well as the Task Group, to develop an amendment. The amendment will be effective on the date a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with the Termination stipulation. In the event FHWA does not carry out the terms of this Agreement, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

E. Termination – The Council, Indiana SHPO, INDOT, or FHWA may propose to terminate this Agreement by providing thirty (30) calendar days notice to the other parties and explaining the reason(s) for the proposed termination. The Council, Indiana SHPO, FHWA, and INDOT will consult during this period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

F. National Historic Landmarks – National Historic Landmarks shall be treated in accordance with 36 CFR 800.3–800.6, and 800.10 rather than the terms of this agreement.

G. Anticipatory Demolition – If FHWA or Indiana SHPO determine a bridge owner intentionally demolishes or otherwise diminishes the historic integrity of a Select Bridge under the bridge owner’s jurisdiction with non-Federal-aid funds, then FHWA will comply with 36 CFR Part 800 for any future federal-aid bridge project proposed by that bridge owner. After the next Bridge Survey update is completed in accordance with Stipulation II.C.2, FHWA may process federal-aid projects in accordance with this Agreement for that bridge owner.

Section 110(k) of the National Historic Preservation Act prohibits FHWA from providing Federal-aid funds for a given project, where the bridge owner, with the intent to avoid the requirements of Section 106, has intentionally adversely affected the historic bridge prior to completion of NEPA (see 36 CFR 800.9(c)).

H. Transition of existing projects – Until such time as the initial survey and prioritization of historic bridges called for in Stipulation II.B has been carried out, or for those projects that fall outside the scope of this agreement, projects must comply with the requirements of 36 CFR Part 800. Projects that have completed compliance with 36 CFR Part 800 shall not be reevaluated, provided the scope of work of the project and the mitigation measures, if any, are fully implemented as they were identified during the NEPA evaluation.

I. Duration – This Agreement shall become effective upon execution by FHWA, Indiana SHPO, INDOT, and the Council and shall remain in effect until December 31, 2030.

J. Option to Renew – No later than December 31, 2029, FHWA will consult with the Indiana SHPO, INDOT and the Council to determine interest in renewing this Agreement. The Agreement may be extended for an additional term upon the written agreement of the signatories.

Execution of this Agreement and implementation of its terms evidences that FHWA has considered the effects of its Federal-aid program on Indiana’s historic bridges and afforded the Council a reasonable opportunity to comment.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION



Robert F. Tally, Jr., P.E.
Division Administrator
8/2/06

Date

INDIANA HISTORIC PRESERVATION OFFICER



Kyle Kupper
Director, Indiana Department of Natural Resources
Indiana State Historic Preservation Officer
7/22/06

Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

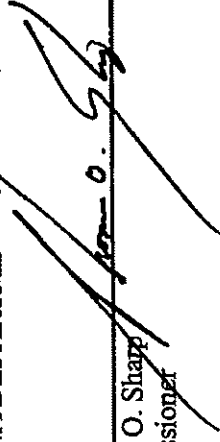


John M. Fowler
Executive Director
8/4/06

Date

INVITED SIGNATORY

INDIANA DEPARTMENT OF TRANSPORTATION



Thomas O. Shapp
Commissioner
7/21/06

Date

CONCURRING PARTY

HISTORIC SPANS TASK FORCE



Paul Brandenburg
Chair

2006-07-17

Date

CONCURRING PARTY

HISTORIC J AND MARKS FOUNDATION OF INDIANA



Marsh Davis
President

October 21, 2006

Date

Programmatic Agreement Regarding Management and
Preservation of Indiana's Historic Bridges

--

July 17, 2006

ATTACHMENT A

Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)

Attachment A – Scope of Services for the
Development of a Historic Bridge Inventory

July 17, 2006

Appendix “A”

Information and Services to be furnished by the CONSULTANT:

The CONSULTANT will be responsible for the study of publicly owned bridges that exist in the National Bridge Inventory (NBI) and were built through 1965 in the State. The work will be accomplished following all of the relevant Federal Highway Administration regulations and guidance documents, as well as other federal and state requirements and Indiana Department of Transportation (INDOT) Procedural Manual for Preparing Environmental Studies. The work will be assigned and reviewed by the Office of Environmental Services (OES) Administrator. The completed study along with the appropriate number of copies will be transmitted for distribution to the OES.

HISTORIC BRIDGES INVENTORY:

The study will be divided into two phases. Phase I of the study will focus on bridges (approximately 3,443 bridges) constructed through 1942. Phase II of the study will focus on bridges (approximately 3,856 bridges) constructed from 1943 through 1965. The Phase I and Phase II evaluations will be completed concurrently. The Phase I evaluations are more critical given that many of these bridges are eligible for the National Register of Historic Places (National Register) and many of these structures have been lost in recent years.

Part 1 of the Agreement will extend through Task 4.2 and will include bridges built through 1965. Tasks 8, 9, and 10 will be completed concurrently with Tasks 1 through 4.2, as appropriate. The scope of work for succeeding tasks, beginning with Task 4.3, will be finalized as Part 2 of the Agreement after the number of bridges requiring inventory has been determined.

The CONSULTANT will provide the following scope of services for the development of a historic bridge inventory:

Task 1. Develop Contextual Study of Historic Bridges in Indiana – This task involves developing a historic context report for bridges in Indiana. The report will include a history of settlement and transportation in Indiana with an emphasis on nineteenth-century wagon routes, automobile transportation, and bridge engineering and design. Early road development, significant named highways, the interstate system, and important public works campaigns related to transportation will be addressed. The report will include a context for the historical development of transportation networks and systems at the local, regional, and state levels, as described in secondary literature, historic maps, county historical surveys, and INDOT annual progress reports. The report will also include a history of the evolution of the Indiana State Highway Commission into INDOT.

Task I.1 Conduct historical research

The CONSULTANT will conduct research into periods of bridge construction and general events and trends in transportation history in the United States and Indiana to prepare a historic context to assist in the evaluation of bridges through 1965.

Sources to be consulted are expected to include:

- a. Secondary literature related to Indiana transportation history
- b. INDOT's annual progress reports, major planning studies for bridges, and bridge design manuals for the period
- c. Histories of construction and design firms actively working on Indiana bridges during this period
- d. Engineering journals of the period covering the subject bridges, such as *Engineering News-Record* and *Public Roads*
- e. Standard plans and construction drawings for the subject bridges, as needed
- f. INDOT's Bridge Inventory Database
- g. Indiana State Historic Preservation Office's (INSHPO) bridge database
- h. Indiana county atlases and highway maps from the period, including the 1876 atlas of Indiana
- i. Historic contexts for bridges of the period completed by other state departments of transportation and the National Cooperative Highway Research Program
- j. Thematic surveys in the collection of INSHPO, including: *Iron Monuments to Distant Prosperity*, *Indiana's Metal Bridges*; *Aristry and Ingenuity in Artificial Stone*, *Indiana's Concrete Bridges*; *Indiana's Covered Bridges*; and *WPA Recreational Projects in the Hoosier State*
- k. Transportation contexts provided in county and municipal surveys in the collection of INSHPO
- l. Nominations and determinations of eligibility for bridges in the collection of INSHPO
- m. Materials previously gathered by Professor James Cooper for statewide bridge studies and publications
- n. Bridge information collected by the Local Technical Assistance Program (LTAP) in 2003

Research for this task will be conducted in Indianapolis; West Lafayette; and Madison, Wisconsin. Repositories to be visited are expected to include:

- a. INDOT
- b. INSHPO
- c. Indiana State Archives, Indianapolis
- d. Indiana State Library, Indianapolis
- e. Indiana Historical Society, Indianapolis
- f. Stewart Center Libraries, Purdue University, West Lafayette
- g. Online sources
- h. University of Wisconsin Engineering Library (for national journals)
- i. Wisconsin Historical Society Library (collection on U.S. history)

No research for this task is expected to be conducted at the local level of Indiana counties or cities.

Task 1.2 Conduct oral history interviews

The CONSULTANT will conduct interviews with up to 10 bridge engineers and transportation historians. The CONSULTANT will select interview subjects based on discussions with INDOT. Selected subjects are expected to include agency and consulting engineers, Purdue University and extension civil engineers, and transportation historians knowledgeable on the period of study. The results of the interviews will be incorporated into the historic context report.

Task 1.3 Prepare historic context outline

The CONSULTANT will prepare an outline for the historic context report for concurrent INDOT and INSHPO review. Within 10 days of receipt, INDOT will approve or provide written comments on the outline. If the draft outline requires extensive revision, INDOT and the CONSULTANT will have a teleconference to discuss comments and a revised draft will be submitted for review. The approved outline will be the basis for the draft historic context report.

Task 1.4 Prepare draft historic context report

Based on the results of research and interview efforts, the CONSULTANT will prepare the historic context report. The purpose of the report is to define relevant historic contexts that will be used in assessing historical significance and establishing periods of significance for bridges built in Indiana through 1965. These historic contexts will inform the stratification methodology (Task 2) and the Evaluation Criteria (Task 3). The primary historic contexts to be developed are expected to include:

- a. Transportation history (specific to bridges) – Provides a narrative history of transportation in Indiana, including federal, inter-state, county, and municipal public works construction campaigns from the late nineteenth century to 1965. Transportation networks include early roads (as indicated on 1876 atlas), named highways, state-aid highways, and interstate highways. The history of the evolution of the Indiana State Highway Commission into INDOT will be included. In addition, attention will be given to the development of various inter-state highway associations with routes in Indiana, including the National Road, Lincoln Highway, and Dixie Highway. Information on county and municipal public works will be limited to that identified through secondary sources identified as Source k in Task 1.1.
- b. Bridge engineering, innovations, and developments – Includes a history of bridge technology, understanding of bridge typology, including structural configurations and building materials, and identifies bridge types utilized in Indiana, as well as innovations in design, materials, and construction methods found in the state.
- c. Significant engineers, designers, and builders – Identifies important private- and public-sector bridge designers and builders of Indiana bridges constructed in or before 1965. The context for notable people and firms will focus on Indiana. For nationally known figures whose careers are well documented, research will be limited to that necessary to understand the potential significance of their work in Indiana.

Other historic contexts are expected to play a lesser role in the evaluation of the eligibility of subject bridges. Relevant information for these contexts in relationship to bridges of the subject period may be limited. These secondary contexts are expected to include:

- a. Economic development (specific to bridges as components of road networks) – Includes bridges whose construction stimulated economic development of a region or city, if any.
- b. Community planning and development – Includes bridges designed and constructed as part of a comprehensive plan for a community, if any.
- c. Social history – Includes bridges directly associated with significant social programs, if any.
- d. Politics/government – Includes bridges associated with the enactment and administration of state laws, if applicable.
- e. Aesthetics – Considers how bridges reflect design principles of the period.

The CONSULTANT will submit a draft version of the report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and the Federal Highway Administration, Indiana Division (FHWA Indiana). If INDOT provides written comments, the CONSULTANT will revise the report to address and incorporate INDOT's comments and submit a revised draft. INDOT, INSHPO, and the FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 1.5 Complete preliminary analysis of NBI

The CONSULTANT will obtain NBI databases for state and county bridges from INDOT. The CONSULTANT will consolidate the databases and conduct a preliminary analysis of relevant data. As addenda to the draft historic context report, the CONSULTANT will prepare a list of bridge types represented in Indiana during the subject period and a list of historic contexts that may be associated with the subject bridges. For each type, the CONSULTANT will present years in use, heyday of use, typical span length, and longest span, based on preliminary analysis of the NBI.

Task 1.6 Prepare final historic context report

Based on written comments and the review meeting (see Task 10.2), the CONSULTANT will prepare the report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will submit the final report to INDOT for review and approval. The final historic context report will be available to the public for review on the INDOT project website (see Task 9.2). INDOT will advise the CONSULTANT regarding which public comments will be addressed in the final historic context. A maximum of 40 hours are budgeted for addressing public comments. The CONSULTANT will work with INDOT to address the comments and not delay subsequent tasks. If this is not feasible, the CONSULTANT will work with INDOT to revise the schedule.

Project Deliverable: Historic context report for historic bridges in Indiana. Final report will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 2. Develop Methodology for Bridge Inventory – Because it is not feasible or practical to field survey all of the bridges built through 1965, the CONSULTANT will develop a method for separating the bridge population into subgroups based upon type/level of data needed for their evaluation.

Task 2.1 Develop methodology for stratifying bridge population
After consulting with INDOT and other entities (see Task 10.3), the CONSULTANT will develop a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Bridges that have previously been determined eligible or listed in the State and/or National Register will not require further data and will be eliminated from further study. Extant eligible and listed bridges will be reintroduced in Task 7 (to be scoped in the future). Bridges with superstructures replaced after 1965 and any non-bridge structures in the NBI will also be eliminated from further study. Remaining bridges will be separated into subgroups based on type/level of data needed for their evaluation.

Task 2.2 Test assumptions of methodology
The CONSULTANT will test assumptions regarding the proposed methodology for stratifying the bridge population by reviewing photographs, maintenance, and inspection files, and construction drawings for up to 100 bridges. These materials will be reviewed to confirm assumptions concerning data needed for evaluation of bridge subgroups.

Task 2.3 Prepare draft bridge stratification report with list of subgroups and data needs
The CONSULTANT will identify and present rationale for what type of data will be needed for the evaluation of each subgroup. The CONSULTANT will develop procedures for how the data will be collected and documented for each subgroup.

The CONSULTANT will prepare and submit a bridge stratification report that includes a list of bridge subgroups, data needs for evaluating subgroups, and written procedures for collecting and synthesizing data for each subgroup to INDOT for review. As an appendix, the CONSULTANT will prepare a preliminary list of bridges in each subgroup. INDOT will complete a quality review of the draft bridge stratification report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the bridge stratification report to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt.

Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 2.4 Develop final bridge stratification report
The CONSULTANT will prepare the bridge stratification report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will revise the list of

bridges in each subgroup to address and incorporate comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Final lists and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 3. Develop Evaluation Criteria for National Register Eligibility – The evaluation criteria will be based on the Historic Context and National Register Criteria for Evaluation. The criteria and considerations will follow the guidelines of *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* and *National Register Bulletin 16A: How to Complete the National Register Registration Form*. INSHPO's *Guidelines for Assessing the Cultural Significance of Indiana's Extant Metal Truss Bridges (1872-1942)* will also be consulted.

Task 3.1 Prepare evaluation criteria

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop bridge evaluation criteria and implementation procedures for determining which bridges are National Register eligible. These criteria will focus on significance at the state level but will also identify significant local trends and developments found during research. If Indiana played a national role in any innovations affecting the subject structures, possible national levels of significance will also be identified.

Criterion A will be developed to recognize structures that have an important association with significant events, trends or patterns in transportation history. Some structures that are primarily significant for their transportation function may also be associated with secondary themes.

Significant secondary themes will be identified as appropriate to clarify the possible significance of structures. Secondary themes may include:

- Community planning and development
- Industry and commerce
- Social history
- Politics/government

Criterion C will be developed to identify structures that are significant representations of:

- Features common to its type, period, or method of construction
- Technological advances
- A variation, evolution, or transition that reflects an important phase in bridge construction
- High artistic value
- The work of a master

It is not anticipated that structures will be evaluated for eligibility under Criteria B or D. The Criteria for Evaluation will explain in detail why Criteria B and D are not expected to apply.

Task 3.2 Develop integrity considerations

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop integrity considerations that may apply to the subject structures. Integrity considerations, especially when inconsistent with the original design, may include:

- Widening the superstructure
- Replacing the superstructure after 1965
- Changing or removing a railing or parapet that is integral to the superstructure
- Replacing or adding main structural member

The CONSULTANT will review the work history field in the NBI database to determine types of alterations that will inform development of integrity considerations. These considerations will be incorporated into the draft and final evaluation criteria report.

Task 3.3 Prepare Draft evaluation criteria and implementation procedures

The CONSULTANT will submit a Draft Evaluation Criteria and Implementation Procedures report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the evaluation criteria and implementation procedures to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 3.4 Final evaluation criteria and implementation procedures

Based upon that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with any additional written comments, and the CONSULTANT will incorporate the comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Bridge evaluation criteria and implementation procedures. Final criteria and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 4. Conduct Bridge Inventory

Task 4.1 Develop a historic bridge inventory database template

The CONSULTANT will work with INDOT System's Technology staff to develop a historic bridge inventory database template for all bridges built prior to and in the year 1965. The Database will be developed in Access and will include relevant NBI data elements (approximately 60 item numbers are expected to be included) and additional relevant fields not included in the NBI. The database will be separate from NBI, but compatible with NBI. Additional relevant fields not in NBI are expected to include:

- Historic bridge name (if known)
- Bridge number (County Bridge # or State Bridge #)

- Bridge located in park or on private property
- Bridge type details (especially for trusses not distinguished in NBI)
- Unique bridge number
- Unique design features
- Structural features
- Integrity problems
- Bridge designer and builder (if known)
- Aesthetic treatments
- Historical association
- Indiana Historic Sites and Structures (IHSS) inventory numbers
- National Register eligibility determinations
- “Select/Non-Select” status (this field will be filled after Task 7 is completed)
- Data to back up the “Select/Non-Select” decision (to be determined during Task 6)
- NBI Item 37 for historic significance (with corrected data)

Identification of selected NBI data elements and new data elements not presently in the NBI will be coordinated with INDOT, FHWA Indiana, and INSHPO. The CONSULTANT will submit the draft database template to INDOT. INDOT, INSHPO, and FHWA Indiana will review the draft database template with proposed fields based on NBI elements and other relevant information before any data is collected. Based upon that review, INDOT will provide the CONSULTANT with written comments. The CONSULTANT will incorporate the comments and INDOT will review and approve the final database template.

Project Deliverable: Historic bridge inventory database template recorded electronically in Access with Excel spreadsheet export capability, provided on CD (10 copies)

Task 4.2 Populate database

The CONSULTANT will populate the database with NBI data and LTAP data for approximately 7,300 bridges. This task includes quality review of data to identify and address errors, omissions, and inconsistencies.

Task 4.3 Incorporate non-NBI bridges into the database

The CONSULTANT, in consultation with INDOT, will incorporate up to 50 non-NBI bridges identified by the public and interest groups during Tasks 8.4 and 9.1 into the database. Not all NBI database fields will be available.

Task 4.4 Determine project approach for Part 2

The CONSULTANT, in consultation with INDOT (see Task 10.5), will determine the proposed approach for succeeding tasks. INDOT will receive a memo of understanding outlining the proposed approach for review and comment.

Subsequent items under this task will be completed under a separate work scope.

Task 4.5 Collect bridge inventory data for all subgroups – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 5. Analyze Inventory Data to Make Eligibility Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 6. Develop Criteria for Identification of “Select” and “Non-Select” Bridges – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 7. Analyze Inventory Data to Make “Select” and “Non-Select” Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 8. Public Involvement – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. Three public presentations will be made to share information regarding the bridge inventory project, including the proposed methodology and evaluation criteria.

Task 8.1 Prepare presentation materials

The CONSULTANT will prepare a PowerPoint presentation and handouts. The CONSULTANT will submit presentation materials and handouts to INDOT for review prior to the meeting. The CONSULTANT will incorporate INDOT comments into the final version of the presentation materials and handouts prior to distribution. The final version will be used for the three presentations.

Task 8.2 County Bridge Conference presentation

If invited, the CONSULTANT will make a presentation at the County Bridge Conference, sponsored by the LTAP and Purdue University, to be held in January 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.3 Road School presentation

If invited, the CONSULTANT will make a presentation at Purdue Road School, to be held in spring 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.4 Public presentation

The CONSULTANT will make three presentations at locations selected in consultation with INDOT. The locations will include Indianapolis, the northern part of the state, and the southern part of the state. The CONSULTANT, in consultation with INDOT and INSHPO, will identify and invite groups, including County Historians, Historic Landmarks Foundation of Indiana and its affiliates, and the Historic Spans Task Force, and individuals with an interest in historic bridges to the meeting. The presentation will be open to the public and advertised through a public notice in the newspaper. The CONSULTANT will solicit information from attendees on bridges not included in the NBI. Such bridges may include bypassed bridges and bridges in parks.

Task 9. Supply Information for Creation of a Project Website – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. As part of the public involvement campaign, the CONSULTANT will assist INDOT’s Systems Technology staff, as directed, with

content and format recommendations and provide copy content drafts for INDOT approval. Development, maintenance, and technical management of the project website will be the responsibility of INDOT.

Task 9.1 Project information available on project website
On a quarterly basis, the CONSULTANT will provide information on project methodology, milestones, and public meetings to INDOT's Systems Technology staff for posting on the project website. The website will also include a form for the public to identify non-NBI bridges. This form can be printed, completed, and returned. INDOT will review all web information prepared by the CONSULTANT prior to posting and provide written comments. The CONSULTANT will incorporate INDOT comments prior to submittal to INDOT's Systems Technology staff for posting.

Task 9.2 Final historic context report available on project website
The CONSULTANT will provide the final historic context report to INDOT's Systems Technology staff in PDF format for posting on the project website.

Project Deliverables: Electronic files containing project information and report in PDF format for public outreach.

Task 10. Meetings and Project Milestones – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. The CONSULTANT will meet with INDOT, and any other entities (such as FHWA Indiana) as decided by INDOT, to review the scope of services, schedule, and deliverables for the project. The CONSULTANT will develop a refined schedule with meetings and project milestones outlined. Meetings may be waived by INDOT or reallocated to occur in conjunction with a different task. Additional meetings would be considered extra services. The CONSULTANT will provide INDOT with weekly progress reports via e-mail.

Task 10.1 Kick-off meeting
The CONSULTANT will meet with INDOT and other invited entities to gather historical research materials, review the project schedule, discuss the public involvement campaign, and establish the communication protocol between project participants. INDOT's Systems Technology staff will be present to discuss content and format recommendations for the project website. Minutes will be prepared and distributed to participants.

Task 10.2 Draft historic context report meeting
The CONSULTANT will meet with INDOT and other invited entities to review and discuss written comments, as provided by INDOT, on the CONSULTANT's revised draft historic context report. Minutes will be prepared and distributed to participants.

Task 10.3 Methodology meeting
The CONSULTANT will consult with INDOT and other invited entities at a meeting to discuss a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Minutes

that document the decisions on the stratification methodology will be prepared and distributed to participants.

Task 10.4 Evaluation criteria meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss how the historic context report will influence the development of criteria for evaluation and integrity considerations. Minutes will be prepared and distributed to participants.

Task 10.5 Project approach meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss the proposed approach for succeeding tasks. Minutes will be prepared and distributed to participants.

Task 11. Development of the Programmatic Agreement – Reserved (a detailed scope and cost proposal will be developed at a later date).

ATTACHMENT B

Standard Treatment Approach for Historic Bridges

REHABILITATION

The following standard treatment approach applies to all Select Bridges and when the selected alternative includes preservation of a Non-Select Bridge¹:

1. The bridge owner will develop plans to rehabilitate the bridge in accordance with the Secretary of the Interior's Standards for Rehabilitation, or as close to the Standards as is practicable.
2. The bridge owner will provide rehabilitation plans to the Indiana SHPO when the design is approximately 30% complete, 60% complete, and when final design plans are complete. If the project involves a bypass of the historic bridge, then the plan submittals will include a site plan and design of the new bridge and the historic bridge. The purpose of these reviews is to evaluate the design and proximity of the new bridge in relationship to the historic bridge (if historic bridge is bypassed), ensure compliance with the Secretary of Interior's Standards for Rehabilitation, and to incorporate context sensitive design features, where practicable.
3. The Indiana SHPO will have thirty (30) days to review and provide comments to the bridge owner and notify them of any photo documentation requirements. If comments are not received within thirty (30) days, the bridge owner may assume agreement from the Indiana SHPO on the plans submitted.
4. The bridge owner will provide a written response to Indiana SHPO comments before the design is advanced to the next phase. The Indiana SHPO comments must be addressed.
5. The bridge owner will ensure that the historic bridge will be maintained for a minimum period of 25 years.
6. If the bridge is currently listed on the NRHP, then INDOT will seek approval of the Department of Interior to keep it on the Register.
7. The bridge owner will complete any photo documentation in accordance with the specifications provided by the Indiana SHPO.

¹ Applicable whether rehabilitated at existing location or relocated, whether rehabilitated for vehicular or non-vehicular use.

8. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
9. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then FHWA will comply with the dispute resolution stipulation of the Agreement.

DEMOLITION

The following standard treatment approach applies to Non-Select Bridges when the selected alternative includes demolition of the Non-Select Bridge:

1. The bridge owner will consult with the Indiana SHPO to determine if photo-documentation of the bridge is needed. If needed, the Indiana SHPO will specify the photo documentation standards and distribution requirements. If the Indiana SHPO does not respond within thirty (30) days, the bridge owner may assume the Indiana SHPO does not require any photo documentation.
2. The bridge owner will complete any required photo documentation in accordance with the specifications provided by the Indiana SHPO.
3. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
4. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then the dispute resolution process identified in the Agreement will be followed.
5. Salvage of elements that may be stored and used for future repair of similar historic bridges, if a party was identified during the bridge marketing phase of project development (see Stipulation III.B.2).