AGENDA

LAKE COUNTY DRAINAGE BOARD and ADVISORY COMMITTEE WEDNESDAY, DECEMBER 21, 2016

Advisory Committee Meeting-8:00 A.M. Drainage Board Meeting-9:00 A.M.

Both Meetings Held in the Commissioner's Courtroom, Lake County Government Center
2293 North Main Street, Crown Point, IN 46307 Phone-219-755-3745 Fax 219-755-3750

Lake County Drainage Board
Gerry J. Scheub, Chairman
Michael C. Repay, Member
Kyle W. Allen, Sr., Member
Peter Katic, Drainage Board Attorney

Technical Support
Bill Emerson Jr., Lake County Surveyor
Daniel V. Gossman, Drainage Administrator
, MS4 Coordinator
Clifford E. Duggan Jr., Legal Consultant
Mary Ellen Kupsik, Drainage Board Secretary

NOTE: **All motions and votes by the Advisory Committee are recommendations to the Lake County Drainage Board and are not final actions. The Lake County Drainage Board is the agency having the authority to act under Indiana Statute.**

1. **Meeting Called to Order – Pledge of Allegiance**

   A. **Emergency Exit Announcement: In case of emergency, exit the Commissioners Courtroom and proceed to the stairs and go to the second floor and exit the building. Do not enter an elevator in an emergency. If you require assistance, an employee will escort and/or assist you. Please silence any cellular telephones during this meeting. If you receive a call/text during this meeting, please excuse yourself with as little disruption as possible.**

2. **Roll Call**

3. **Agenda**
   A. **Additions, Deletions, and/or Corrections**
   B. **Permission to Open Bids/Proposals**
   C. **Recognitions**

4. **Minutes**
   A. **November 16, 2016**

5. **Reports – Correspondence – Information for the Record**
   A. **Advisory Committee By Township**

B. Little Calumet River Watershed

1. Indiana Department of Natural Resources (IDNR) "Certificate of Approval" to City of East Chicago for new public floating rental facility in Lake Michigan near East Chicago Marina, East Chicago.
2. **Beaver Dam Ditch Lateral No. 8, Center Twp.**
   Letter from Drainage Administrator Dan Gossman to Wildlife Population Control Specialist Bob Jensen regarding "Notice to Proceed" for beaver relocation.
3. **Hart Ditch/Dyer Ditch, St John Twp.**
   Email report from Keely Person for Enbridge Pipeline to Drainage Board Secretary Mary Ellen Kupsik regarding activity on previously approved application.
4. **Turkey Creek, Merrillville, Ross Twp.**
   Indiana Department of Natural Resources (IDNR) "Certificate of Approval" for "Construction in a Floodway" to Town of Merrillville for bike trail bridge on former railroad crossing over Turkey Creek located approximately 2,220' upstream of Taft Street, Merrillville.
5. **Schererville Ditch & Dyer Ditch – Teibel Pond Restoration Project**
   - Report from Thomas T. Burke, PhD, P.E., (CBBEL) to County Surveyor Bill Emerson, Jr. for restoration project with the Town of Schererville.
   - Application to the Little Calumet River Basin Development Commission for partial funding of the restoration project.
6. Other.

C. Kankakee River Watershed

1. **Stoney Run Ditch/Lake Holiday, Lake of the Four Seasons, Winfield Twp.**
   Letter from Indiana Department of Natural Resources to Radtke Engineering regarding replacement of boat ramp in Lakes of the Four Seasons.
2. **J. Bruce Ditch, Cedar Creek Twp.**
   Letter from Surveying Administrator Juan Lopez regarding a "Variance" for the proposed accessory building near the J. Bruce Ditch.
3. Report from MS4 Compliance Inspector Chris Brown to County Surveyor Bill Emerson, Jr. regarding status for the detention pond in Pheasant Ridge Unit 2.
4. Other

D. Current Projects - Little Calumet River Watershed

1. **Hart Ditch, St John Twp.** (State Line to US Highway 30, - Dyer)
2. **Niles Ditch, Center & Winfield Twps.** (113th to Gibson Street)
3. **Turkey Creek Lateral No. 13 – Bank Stabilization, St John Twp.** (Von Tobel, Schererville)
4. **Main Beaver Dam Ditch, Center Twp.** (1423 Edgewater Road, Crown Point)
   - "Notice to Proceed" to RA Oros from Drainage Administrator Dan Gossman
5. **Turkey Creek – Bank Stabilization, Schererville, St John Twp.**
   - "Notice of Award" to Delta III from Drainage Administrator Dan Gossman
   - Return Bid Bond to RA Oros
   - Indiana Department of Environmental Management "Approved Permit"
6. **Other**

E. Current Projects - Kankakee River Watershed

1. **West Creek Maintenance, Hanover Twp.** (125th Ave to 133rd Ave)
   - Review and recommendation for partial payments of $34,212.50, $29,796.32 and $18,00000 from Drainage Administrator Dan Gossman Contractor: RA Oros

2. **Singleton Ditch Maintenance US 41 to Monon Road – Phase II, Cedar Creek Twp.** (Cedar Creek to Monon Road)
3. **Ernie Niemeyer Creek & Levee – Phase IV, West Creek Twp.** (Stateline to US 41)
4. **2016 Stoney Run Ditch Middle Branch Lateral No. 4 Maintenance, Winfield Twp.** (145th Avenue, Leroy)
   - Email from Indiana Department of Environmental Management regarding "No Permit Required".
5. **2016 Cedar Creek Maintenance, Cedar Creek Twp.** (Lake Dale to 171st Ave)
6. **2016 McConnell Ditch Maintenance, Cedar Creek Twp.** (Morse St to 171st Ave)
7. **2016 Singleton Ditch Maintenance, Cedar Creek & Eagle Creek Twps.** (Monon Rd to Mississippi St)
8. **2016 Bruce Ditch–Emergency Bank Repair, West Creek Twp.** (Near 10150 219th)
   - "Notice of Award" to Delta III from Drainage Administrator Dan Gossman
   - "Notice to Proceed" to Delta III from Drainage Administrator Dan Gossman
9. **Other**

6. **Applications / Petitions**

A. Mutual Drain Application I.C. 36-9-27.4
Applicant: Paul & Christine Gesiakowski
Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

B. Mutual Drain Application I.C. 36-9-27.4
133rd Avenue / S.R. 55 Storm Drainage Project, Center Twp.
Applicant: Lake County Highway Department
Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

C. M.J. Brown Ditch, Cedar Creek Twp.
Applicant: INDOT Agent: Lawson-Fisher Associates
Application to "Perform Work", "Connect/Discharge Into", and "Place Temporary /Permanent Structure" within regulated drain for the purpose of bridge replacement.

D. Hart Ditch and Dyer Ditch, St John Twp.
Applicant: NIPSCO Agent: Primera Engineers
Application to "Perform Work", and "Place Temporary /Permanent Structure" within regulated drain for the purpose of installation of 4" plastic conduit.

E. Other

7. **MS4 Water Quality**

A. Capital Projects Status Report
1. **41st Avenue Storm Sewer Project, Calumet Twp.**
2. **Upper Beaver Dam Ditch Storage/Water Quality Project**
3. **Willowdale Sanitary Sewer – Phase II & III**
4. **Williams Street, Calumet Twp.**
5. **South County Sanitary Sewer Project with ACOE**
6. **Hawthorne Hills – Storm Sewer Video Inspection**

B. MS4 Information and Correspondence
1. Report from MS4 Compliance Inspector to County Surveyor Bill Emerson, Jr. regarding monthly NWI Stormwater Advisory Group (NISWAG) meeting.
2. Lake County Purdue Extension and Soil and Water Conservation District – ribbon Cutting and Open House December 21, 2016 at 11:30am.

C. **Other.**

1. Renewal of Contract with DLZ Indiana, LLC for the purpose of performing as its Assistant Deputy Surveyor who will report to the Lake County Surveyor for services pertaining to water quality for the MS4 Department.
2. Renewal of Contract with Robert B. Golding for Legal Services pertaining to the MS4 Water Quality Department.
3. Renewal for MS4 Contract for Professional Coordination Services for Lake County Surveyor/Lake County Drainage Board/Lake County Government Facilities between Christopher B. Burke Engineering, LLC and the Lake County Surveyor/Lake County Drainage Board.
4. Renewal for MS4 Public Education/Public Participation and Outreach Agreement with Lake County Soil and Water Conservation District.

8. **Financial Issues**
   A. **Little Calumet River Watershed**
   B. **Kankakee River Watershed**

9. **Approve Plans/Advertise for Bids/Seek Proposals and/or Approve Plan Modifications**
   A. **Little Calumet River Watershed**
   B. **Kankakee River Watershed**

10. **Receive and Open Bids/Proposals**
    A. **Little Calumet River Watershed**
    B. **Kankakee River Watershed**
       1. **2016 Bailey Arm Maintenance Phase I - West 221st Ave. to Wicker Ave.(US 41)**
          - Open Bids.

11. **Award Contracts, Approve Modifications, and/or Ratify Actions by County Surveyor**
    A. **Little Calumet River Watershed**
       1. **2016 Hart Ditch – Bank Stabilization, St John Twp.** (Park Manor Drive, Dyer)

Gough, Inc.	$188,706.01
Austgen Equipment	$145,382.00
Gariup Construction Co.	$354,700.00
Delta III	$134,519.00

          - Bid tabulation report to County Surveyor Bill Emerson, Jr.

       2. **2016 Cady Marsh Ditch Maintenance, Calumet Twp.**

R.A. Oros, Inc.	$113,249.00
Gough, Inc.	$169,672.52
Austgen Equipment	$139,168.00
Gariup Construction Co.	$521,413.30
Delta III	$202,159.00

          - Bid tabulation report to County Surveyor Bill Emerson, Jr.

       3. **2016 Turkey Creek Lateral 6 Maintenance, Calumet Township** (George to I-65)

R.A. Oros, Inc.	$133,150.50
Austgen Equipment	$202,080.00
Gariup Construction Co.	$465,935.00
Delta III	$173,891.00

          - Bid tabulation report to County Surveyor Bill Emerson, Jr.

4. **2016 & 2017 Turkey Creek Lateral 6 ANNUAL MAINTENANCE, Hobart Twp.** (East of I-65)

R.A. Oros, Inc.	$350.00/hour
Delta III	$600.00/hour

5. Accept and Approve one-year Emergency Beaver Relocation contract between Wildlife Population Control Specialist Bob Jensen and the Lake County Drainage Board/Lake County Surveyor.

6. Accept and Approve one-year Emergency Beaver Relocation contract between Wildlife Population Control Specialist Tom Larson and the Lake County Drainage Board/Lake County Surveyor.

7. Accept and Approve one-year Engineering Consultant contract with Christopher B. Burke Engineering for Little Calumet River Watershed.

B. Kankakee River Watershed

1. Accept and Approve one-year Emergency Beaver Relocation contract between Wildlife Population Control Specialist Bob Jensen and the Lake County Drainage Board/Lake County Surveyor.

2. Accept and Approve one-year Emergency Beaver Relocation contract between Wildlife Population Control Specialist Tom Larson and the Lake County Drainage Board/Lake County Surveyor.

3. Accept and Approve one-year Engineering Consultant contract with American Structurepoint Inc. for Kankakee River Watershed.

12. <u>Other Business</u>

A. 2017 PROPOSED DRANIAGE BOARD MEETING SCHEDULE

B. Other

13. <u>Adjournment</u>

A. The next meeting is scheduled for Wednesday January 18, 2017 in the Lake County Commissioners' Courtroom at 8:00AM Drainage Advisory Committee and 9:00AM Drainage Board.

B. Motion to Adjourn.

MINUTES

LAKE COUNTY DRAINAGE BOARD
ADVISORY COMMITTEE
WEDNESDAY, NOVEMBER 16, 2016

Advisory Committee Meeting-8:00 A.M. Drainage Board Meeting-9:00 A.M.

Both Meetings Held in the Commissioner's Courtroom, Lake County Government Center
2293 North Main Street, Crown Point, IN 46307 Phone-219-755-3745 Fax 219-755-3750

Lake County Drainage Board	**Technical Support**
Gerry J. Scheub, Chairman	**Bill Emerson Jr., Lake County Surveyor**
Michael C. Repay, Member	**Daniel V. Gossman, Drainage Administrator**
Kyle W. Allen, Sr., Member	**, MS4 Coordinator**
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NOTE: **All motions and votes by the Advisory Committee are recommendations to the Lake County Drainage Board and are not final actions. The Lake County Drainage Board is the agency having the authority to act under Indiana Statute.**

1. **Meeting Called to Order – Pledge of Allegiance**

   A. **Emergency Exit Announcement: In case of emergency, exit the Commissioners Courtroom and proceed to the stairs and go to the second floor and exit the building. Do not enter an elevator in an emergency. If you require assistance, an employee will escort and/or assist you. Please silence any cellular telephones during this meeting. If you receive a call/text during this meeting, please excuse yourself with as little disruption as possible.**

2. **Roll Call**

Tom Silich, Hobart Twp.; **Milan Dakich**, Ross Twp.; **Louise Neese**, Calumet Twp.; **Harold Mussman**, West Creek Twp.; **Alice Dahl**, Cedar Creek Twp. and **Jamie Blankman**, North Twp.; **Dave Hubinger**, Center Twp.; **Larry Cope**, Winfield Twp., and **Ken Huseman**, Hanover Twp.; [9 Present, 2 Absent]. Also Present: Lake County Surveyor **Bill Emerson, Jr.**; **Dan Gossman**, Drainage Administrator; Legal Consultant, **Clifford E. Duggan, Jr.**; Drainage Board Attorney, **Peter Katic**; **Mary Ellen Kupsik,** Drainage Board Secretary; North Watershed Engineering Consultant, **Thomas Burke** of Christopher B. Burke Engineering, and South Watershed Engineering Consultant, **Greg Lorig,** American Structurepoint, Inc.

3. **Agenda**
   A. Additions, Deletions, and/or Corrections

Dan Gossman requested the following additions to the Agenda. Item No. 5-B-11, reports from Assistant Drainage Administrator, Tom Regalado; Item No. 5-C-4, Structurepoint's report on West Creek; Item No. 5-D-4, IDEM's permit approval regarding the Main Beaver Dam Ditch Project on Edgewater Street; Item No. 6-A, Memo report from DLZ Engineering; Item No. 8-A-1 and Item No. 8-B-1, 2017 Proposed Budget Priorities for the Little Calumet and Kankakee Watersheds, and Item No. 9-B-1, Plans and Specifications for the Bailey Arm Maintenance Phase I. Motion to accept the above-stated additions was made by **Louise Neese,** seconded by **Alice Dahl**. Motion carried.

   B. Permission to Open Bids/Proposals

4. **Minutes**
   A. October 19, 2016

Tom Silich requested a motion to approve the **October 19, 2016** Lake County Drainage Advisory Board Minutes. Motion to accept and approve same was made by **Louise Neese,** seconded by **Alice Dahl**. Motion carried.

5. **Reports – Correspondence – Information for the Record**
   A. Advisory Committee By Township

Larry Cope (Winfield Twp.) he stated that his items of concern are both on today's Agenda: the Niles and the Lateral at Leroy. **Dan Gossman** responded that he has been in contact and forwarded all the Lateral information off to the Indiana Department of Environmental Management ("IDEM") and the Army Corps of Engineers ("COE") and should be receiving their approvals very shortly and then **Delta III** can begin work on that 400 feet. **Larry** inquired as to the status of the Niles Ditch Project. **Surveyor Emerson, Jr.** reported that currently wetland delineation staff from Christopher Burke Engineering have been determining what is and is not a wetland and convey same to the contractor performing the work so he can place spoil piles at the proper locations for this project. **Thomas Burke** added that the Army Corps has also been out at the site.

Milan Dakich (Ross Twp.) inquired as to whether or not Merrillville Stormwater Management Board paid their invoice for the 61st Culvert Repair. **Dan Gossman** responded that he spoke with Merrillville Stormwater Director Matt Lake and the Surveyor's Office is working with him regarding the way in which he is requesting the county to invoice for this project.

Tom Silich (Hobart Twp.) reported that he had a nice little trip in the Argo with Christopher Burke Engineering Staff out to the Turkey Creek Lateral 6 area whereby another huge beaver dam was discovered holding back a good amount of water. He stated that he understands that at today's 9:00 a.m Board Meeting, bids will be opened regarding continuing maintenance work in this area. **Surveyor Emerson, Jr.** concurred and stated that his Surveying Staff has gone out at this site to shoot elevations at various culverts.

Harold Mussman (West Creek Twp.) stated that property owner, John Little, would like to know what the engineering status is on the West Creek weirs project. **Greg Lorig**, from American Structurepoint, Inc. ("ASI") summarized their due diligence, to date. He reported that ASI has reviewed all existing contour data and all the existing flood insurance study information

from the state and, based on the existing flood insurance study information; there is no evidence that the weirs Mr. Little is referencing were included in the previous flood insurance study. Also, likewise, there is no evidence that installing weirs would provide any improvements. He reported that ASI has reached out to DNR to find out if there was anything else additional that was on their online data base. Greg stated that because of those two issues, ASI is unsure how reinstalling those weirs is going to have a hydraulic impact on West Creek and would need to perform a hydraulic study in order to further pursue obtaining a permit for this project, that the cost of performing this study would be between $32,000 and $45,000, depending upon how much surveying would need to be done, and that the cost for designing, permitting and constructing these weirs cannot be determined until the study is completed. Greg did state that there are a few things ASI believes can be done to absorb costs. One is to request the most recent LIDAR contours information from the County to determine if there is evidence of any eroding over the years, and then possibly conduct cross section surveys from top of bank to top of bank at key locations along West Creek to generate a baseline. These cross sections could also be compared with the original FIS cross section data to determine what changes have already occurred. **Surveyor Emerson, Jr.** stated that he had originally agreed to move forward on this project, because he believed that the weirs were previously permitted and approved and that the county was just reinstalling what was already approved by all regulatory agencies, but now finding out the cost involved in order to pursue moving forward, he agreed instead to closely monitor this flat stretch of West Creek and discuss further with Mr. Little after today's meeting. **Harold Mussman** also reported beaver dams in the Hayden Ditch, east of State Line Road.

B. Little Calumet River Watershed

1. Indiana Department of Natural Resources letter to Haley & Aldrich Inc. regarding renewal of "Certificate of Approval" for the Grand Calumet River.
2. Letter from Drainage Administrator Dan Gossman to property owner Albin & Karen Nemcek regarding procedure for "Obstruction of a Mutual Drain".
3. Letter from US Congressman Peter Visclosky to County Surveyor Bill Emerson, Jr. regarding drainage issues in Spring Rose Heath.
   - Letter from Drainage Administrator Dan Gossman to property owner Linda Kulik regarding county jurisdiction.
4. Indiana Department of Natural Resources (IDNR) "Certificate of Approval" for "Construction in a Floodway" to City of Lake Station for an 18" steel force main replacement over Burns Ditch near Clay Street, Lake Station.
5. Letter from Drainage Administrator Dan Gossman to property owner Nikola & Laura Cimesa regarding "Drainage Easement" access for the detention pond in Pheasant Ridge Unit 2.
6. Review/report from Frank Stewart, P.E., to County Surveyor Bill Emerson, Jr. regarding Bohling's East Oak Estates detention ponds.
7. Letter from Asst Drainage Administrator Tom Regalado to Jim Emerick, P.E. (INDOT) regarding regulated drain determination.

Dan Gossman reported that Item Nos. 5-B-1 thru 7 are for "Information Only".

8. **Cady Marsh Ditch, Calumet Twp.**
   Letter/Request from property owner Peter Fisher to replace pedestrian foot bridge over the Cady Marsh Ditch which was approved in 1992.

- Response letter from Drainage Administrator Dan Gossman to property owner Peter Fisher stating that a Drainage Board permit would not be necessary, but that he should consider contacting other local, state and federal agencies for their approval.

Dan Gossman requested recommending approval for property owner, Mr. Peter Fisher, to replace his deteriorated foot bridge over the Cady Marsh Ditch. Motion to request recommending approval to allow Mr. Fisher to replace his foot bridge over the Cady Marsh Ditch was made by **Louise Neese**, seconded by **Dave Hubinger**. Motion carried.

9. **Niles Ditch, Winfield Twp.**
   Letter from Drainage Administrator Dan Gossman to County Plan Commission Director Ned Kovachevich regarding "Variance from Development Standards" near Niles Ditch at 11201 Nevada Place.

Information Only.

10. **Spring Street Ditch, North Twp.**
    Email from Environmental Resources Management to Drainage Board Secretary Mary Ellen Kupsik regarding notification of completion to Drainage Board application.

Information Only.

11. Turkey Creek North of Gatlin Ponds, St. John Twp.
    Cady Marsh Ditch, Calumet Twp.

Dan Gossman reported Beaver Dam obstructions and removals.

C. **Kankakee River Watershed**
   1. **Spring Run Ditch Lateral No. 12, Cedar Creek Twp.**
      Letter from Drainage Administrator Dan Gossman to County Highway Superintendent Marcus Malczewski regarding "Emergency Culvert Replacement" on Chase Street over Spring Run Ditch Lateral No. 12.

Dan Gossman requested recommending approval for the Lake County Highway Department to perform an emergency culvert replacement on Chase Street over Spring Run Ditch Lateral just north of 191st Avenue. Motion to recommend approval of same was made by **Alice Dahl**, seconded by **Larry Cope**. Motion carried.

2. **M.J. Brown Ditch, Eagle Creek Twp.**
   Letter from Dan Delgado, P.E. from Lawson Fisher Assoc. regarding a "Final Field Check" for the proposed bridge replacement on S.R. 2 over the M.J. Brown Ditch.

Dan Gossman reported that this item will be presented for review at next month's Drainage Board as a Drainage Board Application from the Indiana Department of Transportation ("INDOT"). He added that property owner, **John Bryant** has been working very closely with both INDOT and their engineers to ensure that this bridge replacement is properly constructed.

3. **Vanatta Lateral, Eagle Creek Twp.**
   Letter from Indiana Department of Transportation regarding "slip lining" culvert under I-65.

Dan Gossman reported that INDOT is proposing to repair and improve the existing pipe structure to prevent further damage being done to the I-65 roadway and this letter is to request an early coordination of the environmental review process prior to filing a formal drainage application.

4. **Memorandum from American Structurepoint regarding their review of West Creek, West Creek Twp.**

[Discussed at the opening of today's meeting under Item 5-A]

5. Other

D. **Current Projects - Little Calumet River Watershed**
   1. **Hart Ditch, St John Twp.** (State Line to US Highway 30, - Dyer)
      - Review and recommendation from Thomas T. Burke, PhD., P.E., (CBBEL) for remaining contract amount of $7,111.76 Contractor: KDM Services

Dan Gossman reported that upon further review by both Drainage Board Secretary, **Mary Ellen Kupsik, and Thomas Burke,** CBBEL, the final remaining amount is $7,111.76, which the contractor will be submitting an invoice for same at next month's drainage Board Meeting.

   2. **Niles Ditch, Center & Winfield Twps.** (113th to Gibson Street) BIII
   3. **Turkey Creek Lateral No. 13 – Bank Stabilization, Schererville, St John Twp.**
      - Indiana Department of Environmental Management "Public Notice".
      - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #912 status.
   4. **Main Beaver Dam Ditch, Center Twp.** (1423 Edgewater Road, Crown Point)
      - Indiana Department of Natural Resources "Certificate of Approval" for "Construction in a Floodway".
      - US Army Corps of Engineers authorization of a "Regional General Permit".
      - Indiana Department of Environmental Management ("IDEM") "Regional General Permit Notification"

Dan Gossman reported that all approved applications have now been received for this project and he will provide the awarded contractor with a "Notice to Proceed".

   5. **Other**

E. **Current Projects - Kankakee River Watershed**
   1. **West Creek Maintenance, Hanover Twp.** (125th Ave to 133rd Ave)
   2. **Singleton Ditch Maintenance US 41 to Monon Road – Phase II, Cedar Creek Twp.** (Cedar Creek to Monon Road)
   3. **Ernie Niemeyer Creek & Levee – Phase IV, West Creek Twp.** (Stateline to US 41)
   4. **2016 Stoney Run Ditch Middle Branch Lateral No. 4 Maintenance, Winfield Twp.** (145th Avenue, Leroy)

Dan Gossman reported that we are still waiting for permits from IDEM and the Army Corps.

5. **2016 Cedar Creek Maintenance, Cedar Creek Twp.** (Lake Dale to 171st Ave)
   - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #909 status.

Dan Gossman reported that we are still waiting for permits from IDEM and the Army Corps.

6. **2016 McConnell Ditch Maintenance, Cedar Creek Twp.** (Morse St to 171st Ave)
   - Indiana Department of Natural Resources "Termination Notice" for "Construction in a Floodway".

Dan Gossman reported that we are still waiting for permits from IDEM and the Army Corps. He pointed out DNR's "Termination Notice Construction in a Floodway", explaining that the reason this was issued was due to the fact that this project is not more than 10 miles in length.

7. **2016 Singleton Ditch Maintenance, Cedar Creek & Eagle Creek Twps.** (Monon Rd to Mississippi St)
   - Indiana Department of Natural Resources "Certificate of Approval" for "Construction in a Floodway".
   - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #911 status.

Dan Gossman reported that we are still waiting for permits from IDEM and the Army Corps.

8. **Other**

Tom Silich requested a Motion that Item Nos. 5-B, C, D & E be made a "Matter of Record". Motion to approve same was made by **Alice Dahl**, seconded by **Louise Neese.** Motion carried.

6. **Applications / Petitions**
   A. **Mutual Drain Application I.C. 36-9-27.4**
   Applicant: Paul & Christine Gesiakowski
   Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

Lake County Surveyor Bill Emerson, Jr. explained that at last month's Drainage Board Meeting it was stated that the Lake County Surveyor's Office would perform surveying work at this site, which was performed, and we are now waiting to receive DLZ's review and Findings of Fact. **No action.**

   B. **Mutual Drain Application I.C. 36-9-27.4**
   Applicant: Lake County Highway Department
   Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

Dan Gossman reported that this Petition is from the Lake County Highway Department (the "Petitioner"). Petitioner is the owner of roads 133rd Avenue west of State Road 55 and 132nd Lane in South Point Estates 2nd Addition and that said tract is upstream of a drainage obstruction within a private tile drain or a defined natural surface water channel, causing an

adverse effect on Petitioner's tract. He reported that we will start the process of Findings of Facts and report back. **No action.**

C. Other

7. <u>MS4 Water Quality</u>

A. Capital Projects Status Report

1. 41st Avenue Storm Sewer Project, Calumet Twp.

Lake County Surveyor Bill Emerson, Jr. reported that this project is moving along very well. Regular meetings have been held with the Army Corps. He reported that yesterday the Lake County Council approved his request for $300,000 in appropriations out of MS4 funds to be transferred to assist the County in moving forward with this unincorporated Calumet Township project. These funds will be applied towards extra work that will not be covered under the federal matching grant. He thanked the Lake County Council in supporting us for this project.

2. 133rd Avenue / S.R. 55 Storm Drainage Project, Center Twp.

[Relates to Item No. 6-B above]

3. Upper Beaver Dam Ditch Storage/Water Quality Project

4. Willowdale Sanitary Sewer – Phase II & III

Lake County Surveyor Bill Emerson, Jr. reported that the Surveyor's Office is currently working with the City of Crown Point and the Contractor to approve the final "as-built" drawings, adding that the County Surveying Crew has been performing elevations at various site locations to assist in the approval of same.

5. Williams Street, Calumet Twp.

Duane Alverson, Lake County Highway, reported that the site has been cleared along Main Street, west down to Walsh & Kelly and have gotten halfway up the north half of Williams Street. He explained that they had to recall in our locates, because they had expired, but should be continuing very shortly

6. South County Sanitary Sewer Project with ACOE

7. Hawthorne Hills – Storm Sewer Video Inspection

B. MS4 Information and Correspondence

C. Other.

8. <u>Financial Issues</u>

A. Little Calumet River Watershed

1. Proposed Budget Priorities 2017 - HANDOUT

B. Kankakee River Watershed

1. Proposed Budget Priorities 2017 – HANDOUT

Lake County Surveyor Bill Emerson, Jr. requested recommending approval on the "Proposed Budget for 2017" under Item Nos. 8-A-1 and 8-B-1. He added that this is just a guideline, things may change as emergencies arise, adding that most of the projects listed are a continuation of

current 2016 projects. Both **Tom Silich and Milan Dakich** inquired as to what is the status on the future plans for the Turkey Creek Lateral 6, Brookwood Pond Project. **Dan Gossman** replied that he will be reaching out to Matt Lake from the Merrillville Stormwater Board to coordinate funding to clean out the County's ditch and Merrillville's pond. Motion to recommend approval for both Little Calumet and Kankakee Watershed 2017 Budget Priorities was made by **Milan Dakich**, seconded by **Louise Neese**. Motion carried.

9. **Approve Plans/Advertise for Bids/Seek Proposals and/or Approve Plan Modifications**
   A. **Little Calumet River Watershed**
   B. **Kankakee River Watershed**
      1. **2016 Bailey Arm Maintenance Phase I**
         West 221st Avenue to Wicker Ave.(US 41)
         - Approve Plans and Specifications and advertise for bids.

Dan Gossman requested recommending approval of the Plans and Specifications and Advertise for bids with bids due at next month's (December) Drainage Board Meeting. Motion to recommend approval of same was made by **Harold Mussman**, seconded by **Alice Dahl.** Motion carried.

10. **Receive and Open Bids/Proposals**
    A. **Little Calumet River Watershed**
       1. **2016 Hart Ditch – Bank Stabilization, St John Twp.** (Park Manor Drive, Dyer)
          - Addendum No. 1.
          - Open Bids.
       2. **2016 Cady Marsh Ditch Maintenance, Calumet Twp.**
          - Open Bids.
       3. **2016 Turkey Creek Lateral 6 Maintenance, Calumet Township** (Georgia to I-65)
          - Addendum No. 1.
          - Open Bids.
       4. **2016 Turkey Creek Lateral 6 ANNUAL MAINTENANCE, Calumet & Hobart Twp.** (East of I-65)
          - Open Proposals.
    B. **Kankakee River Watershed**
       1. **2016 Bruce Ditch – Emergency Bank Repair, West Creek Twp.**
          - Addendum No. 1 & 2.
          - Open Proposals.

[TO BE OPENED AT TODAY'S DRAINAGE BOARD MEETING AT 9:00 A.M.]

11. **Award Contracts, Approve Modifications, and/or Ratify Actions by County Surveyor**
    A. **Little Calumet River Watershed**
       1. **2016 Turkey Creek Bank Stabilization, St John Twp.** (Joliet Street to James Wittchen Drive, Schererville)
          The proposals opened were as follows:

R.A. Oros, Inc.	$123,702.50
Austgen Equipment	$ 85,126.00
Delta III, Inc.	$ 95,913.00**Correct to $85,113**
Gariup Construction	$147,500.00

- Letter from Drainage Administrator Dan Gossman to County Surveyor Bill Emerson, Jr. and Drainage Board Chairman Gerry Scheub regarding corrections to mathematical errors of proposals and spreadsheets to show new totals.

Dan Gossman explained that there was a mathematical error of $12,00.00 on Line Item No. 7 "Incidentals" from Delta, III's bid sheet, bringing their total to $85,113.00, as opposed to $95,913.00 and referred everyone to the attached spreadsheet. Dan stated that in speaking with Delta III, they are willing to keep their unit price of $12,00.00, beating out Austgen Equipment by $13.00. He reiterated that at last month's meeting IDEM was requiring a change in the amount of rip rap and erosion blankets needed for this project, which affects the quantity in Line 2, but does not change the line item price, bringing Delta III's bid down to $52,246.00 and Austgen Equipment's bid down to $61,534.00. **Dan Gossman** then requested recommending to award the lowest bidder, Delta III in the amount of $52,246.00. Motion to recommend approval to award this project to Delta III, Inc. in the amount of $52,246.00 was made by **Alice Dahl**, seconded by **Milan Dakich**. Motion carried.

B. Kankakee River Watershed

12. <u>Other Business</u>

A. Other

Jason Reeves (3137 West 21st Avenue, Gary, IN 46404) presented himself to discuss his concerns regarding the Little Calumet River and the amount of dead trees in the river raising the level of the water, which becomes a critical factor to flood control.

13. <u>Adjournment</u>

A. The next meeting is scheduled for Wednesday December 21, 2016 in the Lake County Commissioners' Courtroom at 8:00AM Drainage Advisory Committee and 9:00AM Drainage Board.

B. Motion to Adjourn.

Adjournment at 8:35 a.m.

MINUTES

LAKE COUNTY DRAINAGE BOARD
WEDNESDAY, NOVEMBER 16, 2016

Advisory Committee Meeting-8:00 A.M. Drainage Board Meeting-9:00 A.M.
Both Meetings Held in the Commissioner's Courtroom, Lake County Government Center
2293 North Main Street, Crown Point, IN 46307 Phone-219-755-3745 Fax 219-755-3750

Lake County Drainage Board
Gerry J. Scheub, Chairman
Michael C. Repay, Member
Kyle W. Allen, Sr., Member
Peter Katic, Drainage Board Attorney

Technical Support
Bill Emerson Jr., Lake County Surveyor
Daniel V. Gossman, Drainage Administrator
, MS4 Coordinator
Clifford E. Duggan Jr., Legal Consultant
Mary Ellen Kupsik, Drainage Board Secretary

NOTE: **All motions and votes by the Advisory Committee are recommendations to the Lake County Drainage Board and are not final actions. The Lake County Drainage Board is the agency having the authority to act under Indiana Statute.**

1. **Meeting Called to Order – Pledge of Allegiance**

   A. **Emergency Exit Announcement: In case of emergency, exit the Commissioners Courtroom and proceed to the stairs and go to the second floor and exit the building. Do not enter an elevator in an emergency. If you require assistance, an employee will escort and/or assist you. Please silence any cellular telephones during this meeting. If you receive a call/text during this meeting, please excuse yourself with as little disruption as possible.**

2. **Roll Call**

Members Present: **Chairman Gerry Scheub** and Board Member, **Michael C. Repay**, Board Member **Kyle W. Allen, Sr.** [3 Present, 0 Absent]. Also Present: **Lake County Surveyor Bill Emerson, Jr.;** Lake County Drainage Administrator, **Dan Gossman;** Drainage Board Attorney, **Peter Katic;** Lake County Drainage Consultant **Clifford E. Duggan, Jr.;** Drainage Board Secretary, **Mary Ellen Kupsik;** North Watershed Engineering Consultant, **Thomas Burke** of Christopher B. Burke Engineering; and South Watershed Engineering Consultant, and **Greg Lorig,** American Structurepoint.

3. **Agenda**
   A. **Additions, Deletions, and/or Corrections**

Dan Gossman requested the following additions to the Agenda. Item No. 5-B-11, reports from Assistant Drainage Administrator Tom Regalado; Item No. 5-C-4, Structurepoint's report on West Creek; Item No. 5-D-4, IDEM's permit approval regarding the Main Beaver Dam Ditch

Project on Edgewater Street; Item No. 6-A, Memo report from DLZ Engineering; Item No. 8-A-1 and Item No. 8-B-1, 2017 Proposed Budget Priorities for the Little Calumet and Kankakee Watersheds, and Item No. 9-B-1, Plans and Specifications for the Bailey Arm Maintenance Phase I. Motion to accept the above-stated additions and amendments were made by **Michael C. Repay**, seconded by **Gerry Scheub.** Motion carried 2-0.

B. Permission to Open Bids/Proposals

Chairman Gerry Scheub requested permission for **Attorney Peter Katic** to open the bid proposals under Item No. 10-A-1, 2, 3, 4 and Item 10-B-1 below. Motion to approve same was made by **Michael C. Repay**, seconded by **Gerry Scheub**. Motion carried 2-0.

4. Minutes

A. October 19, 2016

Chairman Scheub requested approval of the **October 19, 2016** Minutes. Motion to approve same was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr.** Motion carried 3-0.

5. Reports – Correspondence – Information for the Record

A. Advisory Committee By Township

B. Little Calumet River Watershed

1. Indiana Department of Natural Resources letter to Haley & Aldrich Inc. regarding renewal of "Certificate of Approval" for the Grand Calumet River.
2. Letter from Drainage Administrator Dan Gossman to property owner Albin & Karen Nimcek regarding procedure for "Obstruction of a Mutual Drain".
3. Letter from US Congressman Peter Visclosky to County Surveyor Bill Emerson, Jr. regarding drainage issues in Spring Rose Heath.
   - Letter from Drainage Administrator Dan Gossman to property owner Linda Kulik regarding county jurisdiction.
4. Indiana Department of Natural Resources (IDNR) "Certificate of Approval" for "Construction in a Floodway" to City of Lake Station for an 18" steel force main replacement over Burns Ditch near Clay Street, Lake Station.
5. Letter from Drainage Administrator Dan Gossman to property owner Nikola & Laura Cimesa regarding "Drainage Easement" access for the detention pond in Pheasant Ridge Unit 2.
6. Review/report from Frank Stewart, P.E., to County Surveyor Bill Emerson, Jr. regarding Bohling's East Oak Estates detention ponds.
7. Letter from Asst Drainage Administrator Tom Regalado to Jim Emerick, P.E. (INDOT) regarding regulated drain determination.

Dan Gossman reported that Item Nos. 5-B-1 thru 7 are for "Information Only".

8. **Cady Marsh Ditch, Calumet Twp.**
   Letter/Request from property owner Peter Fisher to replace pedestrian foot bridge over the Cady Marsh Ditch which was approved in 1992.
   - Response letter from Drainage Administrator Dan Gossman to property owner Peter Fisher stating that a Drainage Board permit would not be necessary, but that he should consider contacting other local, state and federal agencies for their approval.

Dan Gossman reported that this property owner is inquiring as to whether or not he needs to apply for a new Drainage Application permit to replace his decaying pedestrian bridge over the Cady Marsh Ditch. He responded back to **Mr. Fisher** that the Lake County Drainage Board/Surveyor will not require a permit as long as it is replaced with the same "in-kind" pedestrian bridge; however, he did recommend that Mr. Fisher may be required to obtain other local, state or federal permits. **Mr. Gossman** requested approval for **Mr. Fisher** to rebuild his pedestrian bridge over the Cady Marsh Ditch. Motion to approve same was made by **Michael C. Repay**, seconded by **Gerry Scheub**. Motion carried 2-0.

9. **Niles Ditch, Winfield Twp.**
   Letter from Drainage Administrator Dan Gossman to County Plan Commission Director Ned Kovachevich regarding "Variance from Development Standards" near Niles Ditch at 11201 Nevada Place.

Information Only.

10. **Spring Street Ditch, North Twp.**
    Email from Environmental Resources Management to Drainage Board Secretary Mary Ellen Kupsik regarding notification of completion to Drainage Board application.

Information Only.

11. **Turkey Creek North of Gatlin Ponds, St. John Twp.**
    Cady Marsh Ditch, Calumet Twp.

Dan Gossman reported Beaver Dam obstructions and removals.

12. Other.

C. **Kankakee River Watershed**
   1. **Spring Run Ditch Lateral No. 12, Cedar Creek Twp.**
      Letter from Drainage Administrator Dan Gossman to County Highway Superintendent Marcus Malczewski regarding "Emergency Culvert Replacement" on Chase Street over Spring Run Ditch Lateral No. 12.

Dan Gossman requested approval for the Lake County Highway Department to perform an emergency culvert replacement on Chase Street over Spring Run Ditch Lateral just north of 191st Avenue. Motion to approve same was made by **Michael C. Repay**, seconded by **Kyle W. Allen Sr**. Motion carried 3-0.

2. **M.J. Brown Ditch, Eagle Creek Twp.**
   Letter from Dan Delgado, P.E. from Lawson Fisher Assoc. regarding a "Final Field Check" for the proposed bridge replacement on S.R. 2 over the M.J. Brown Ditch.

Information Only.

3. **Vanatta Lateral, Eagle Creek Twp.**
   Letter from Indiana Department of Transportation regarding "slip lining" culvert under I-65.

Information Only.

4. **Memorandum from American Structurepoint regarding their review of West Creek, West Creek Twp.**

Lake County Surveyor Bill Emerson, Jr. stated that the Surveyor's Office has been working with property owner, **John Little**, regarding the replacement of eroded and washed out weirs that are currently in West Creek. **Surveyor Emerson, Jr.** explained that he feels the overall condition of West Creek is pretty good, but understands Mr. Little wanting take erosion measures by slowing down the flow of the water by installing weirs. The Surveyor's Office agreed to assist him in the permitting process; unfortunately, it was determined that there is no record of the current weirs ever being placed in West Creek. According to **American Structurepoint, Inc.'s** memo, prior to moving forward in the permitting process, a hydraulic analysis would need to be performed at a cost between $32,000 and $45,000, stating that the cost for designing, permitting and constructing these weirs cannot be determined until the study is completed. **Surveyor Emerson, Jr.** stated that he had originally agreed to move forward on this project, because he believed that the weirs were previously permitted and approved and that the county was just reinstalling what was already approved by all regulatory agencies, but now finding out the cost involved in order to pursue moving forward, he stated that no action needs to be taken and he will commit to continue to monitor erosion on this section of West Creek.

5. Other

D. **Current Projects - Little Calumet River Watershed**
   1. **Hart Ditch, St John Twp.** (State Line to US Highway 30, - Dyer)
      - Review and recommendation from Thomas T. Burke, PhD., P.E., (CBBEL) for remaining contract amount of $7,111.76 Contractor: KDM Services

Dan Gossman reported that a thorough review by both, Drainage Board Secretary, Mary Ellen Kupsik, and Thomas Burke, CBBEL, the remaining amount is $7,111.76, which the contractor concurred and will be submitting an invoice once the remaining item is completed. This is for "information only".

   2. **Niles Ditch, Center & Winfield Twps.** (113th to Gibson Street) Bill
   3. **Turkey Creek Lateral No. 13 – Bank Stabilization, Schererville, St John Twp.**
      - Indiana Department of Environmental Management "Public Notice".
      - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #912 status.

Information Only.

   4. **Main Beaver Dam Ditch, Center Twp.** (1423 Edgewater Road, Crown Point)
      - Indiana Department of Natural Resources "Certificate of Approval" for "Construction in a Floodway".
      - US Army Corps of Engineers authorization of a "Regional General Permit".

- Indiana Department of Environmental Management ("IDEM") "Regional General Permit Notification"

Dan Gossman reported that all approved permits have now been received for this project and he will provide the awarded contractor with a "Notice to Proceed" and coordinate with the property owner.

5. **Other**

E. **Current Projects - Kankakee River Watershed**
1. **West Creek Maintenance, Hanover Twp.** (125th Ave to 133rd Ave)
2. **Singleton Ditch Maintenance US 41 to Monon Road – Phase II, Cedar Creek Twp.** (Cedar Creek to Monon Road)
3. **Ernie Niemeyer Creek & Levee – Phase IV, West Creek Twp.** (Stateline to US 41)
4. **2016 Stoney Run Ditch Middle Branch Lateral No. 4 Maintenance, Winfield Twp.** (145th Avenue, Leroy)
5. **2016 Cedar Creek Maintenance, Cedar Creek Twp.** (Lake Dale to 171st Ave)
   - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #909 status.
6. **2016 McConnell Ditch Maintenance, Cedar Creek Twp.** (Morse St to 171st Ave)
   - Indiana Department of Natural Resources "Termination Notice" for "Construction in a Floodway".
7. **2016 Singleton Ditch Maintenance, Cedar Creek & Eagle Creek Twps.** (Monon Rd to Mississippi St)
   - Indiana Department of Natural Resources "Certificate of Approval" for "Construction in a Floodway".
   - Letter from Indiana Department of Natural Resources to Drainage Administrator Dan Gossman regarding SEA #911 status.

Dan Gossman reported that Item Nos. 5-E-4 thru 7 are waiting for IDEM and Army Corps permits.

8. **Other**

Gerry Scheub requested that Item Nos. 5-B, C, D & E be made a "Matter of Public Record". Motion to make Item Nos. 5-B, C, D & E "Matter of Public Record" was made by **Michael C. Repay**, seconded by **Gerry Scheub.** Motion carried 2-0.

6. **Applications / Petitions**

A. **Mutual Drain Application I.C. 36-9-27.4**
Applicant: Paul & Christine Gesiakowski
Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

Lake County Surveyor Bill Emerson, Jr. reported that Frank Stewart from DLZ has worked with our Surveying Crew to gather more detailed elevation information to study water flow issues at a retention pond site on 101st at Magnolia Gate. Surveyor Emerson stated that he is not entirely sure that is part of the issue for the Gesiakowski's flooding problems, adding that their property is and has always been a low lying area. He further stated that we are now waiting to receive DLZ's review and Findings of Fact. **No action to be taken.**

B. **Mutual Drain Application I.C. 36-9-27.4**
Applicant: Lake County Highway Department
Petition to the Lake County Drainage Board regarding an alleged obstruction in a mutual drain.

Lake County Surveyor Bill Emerson, Jr. explained that this Petition was filed by the Lake County Highway and relates to Item No. 7-A-2 below. This is just an update. No action to be taken.

C. **Other**

7. **MS4 Water Quality**
   A. **Capital Projects Status Report**
      1. **41st Avenue Storm Sewer Project, Calumet Twp.**

Lake County Surveyor Bill Emerson, Jr. reported that yesterday the Lake County Council approved his request for $300,000 in appropriations out of MS4 funds to be transferred to assist in moving forward with this unincorporated Calumet Township project. **Michael C. Repay** added that CBBEL is working on easement determinations at this site.

      2. **133rd Avenue / S.R. 55 Storm Drainage Project, Center Twp.**
      3. **Upper Beaver Dam Ditch Storage/Water Quality Project**
      4. **Willowdale Sanitary Sewer – Phase II & III**

Lake County Surveyor Bill Emerson, Jr. reported that we have been working continually with the City of Crown Point going through the "as-built" drawings to verify that they meet the City's standards.

      5. **Williams Street, Calumet Twp.**

Duane Alverson, from the Lake County Highway, reported that they have completed clearing from Williams Street west down through the culvert where it goes underneath Main Street by Walsh & Kelly and have it cleared halfway up the northeast side of Williams Street with another 300 feet left to go. We had to re-call our underground locates and should be ready to go the first part of next week.

      6. **South County Sanitary Sewer Project with ACOE**

Lake County Surveyor Bill Emerson, Jr. reported that the County continues to pursue alternatives and work towards performing a cost benefit analysis on several South County subdivisions with longstanding septic issues.

      7. **Hawthorne Hills – Storm Sewer Video Inspection**

   B. **MS4 Information and Correspondence**
   C. **Other.**

8. **Financial Issues**

A. **Little Calumet River Watershed-HANDOUT**

1. **Proposed Budget Priorities 2017**

Lake County Surveyor Bill Emerson, Jr. presented and requested approval of the "Proposed" Little Calumet River 2017 Budget Priorities. **Michael C. Repay** made a motion to approve the "Proposed" Little Calumet River 2017 Budget Priorities **(attached hereto and made a part hereof)**, seconded by **Kyle Allen, Sr.** Motion carried 3-0.

B. **Kankakee River Watershed-HANDOUT**

1. **Proposed Budget Priorities 2017**

Lake County Surveyor Bill Emerson, Jr. presented and requested approval of the "Proposed" Kankakee River 2017 Budget Priorities. **Michael C. Repay** made a motion to approve the "Proposed" Kankakee River 2017 Budget Priorities **(attached hereto and made a part hereof)**, seconded by **Kyle W. Allen, Sr.** Motion carried 3-0.

9. **Approve Plans/Advertise for Bids/Seek Proposals and/or Approve Plan Modifications**

A. **Little Calumet River Watershed**

B. **Kankakee River Watershed**

1. **2016 Bailey Arm Maintenance Phase I**
   West 221st Avenue to Wicker Ave.(US 41)

- Approve Plans and Specifications and advertise for bids.

Dan Gossman requested approval of the Plans and Specifications and Advertise for bids with bids due at next month's (December) Drainage Board Meeting. Motion to approve same was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

10. **Receive and Open Bids/Proposals**

A. **Little Calumet River Watershed**

1. **2016 Hart Ditch – Bank Stabilization, St John Twp.** (Park Manor Drive, Dyer)

- Addendum No. 1.
- Open Bids.

Attorney Peter Katic opened four (4) bids received all of which appeared to be in proper legal order and they were as follows:

Gough, Inc.	$188,706.01
Austgen Equipment	$145,382.00
Gariup Construction Co.	$354,700.00
Delta III	$134,519.00

Lake County Surveyor Emerson, Jr. requested taking these four bids under advisement. Motion to take these four bids under advisement was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

2. **2016 Cady Marsh Ditch Maintenance, Calumet Twp.**
   - Open Bids.

Attorney Peter Katic opened five (5) bids received all of which appeared to be in proper legal order and they were as follows:

R.A. Oros, Inc.	$113,249.00
Gough, Inc.	$169,672.52
Austgen Equipment	$139,168.00
Gariup Construction Co.	$521,413.30
Delta III	$202,159.00

Lake County Surveyor Emerson, Jr. requested taking these five bids under advisement. Motion to take these five bids under advisement was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

3. **2016 Turkey Creek Lateral 6 Maintenance, Calumet Township** (George to I-65)
   - Addendum No. 1.
   - Open Bids.

Attorney Peter Katic opened four (4) bids received all of which appeared to be in proper legal order and they were as follows:

R.A. Oros, Inc.	$133,150.50
Austgen Equipment	$202,080.00
Gariup Construction Co.	$465,935.00
Delta III	$173,891.00

Lake County Surveyor Emerson, Jr. requested taking these four bids under advisement. Motion to take these four bids under advisement was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

4. **2016-17 Turkey Creek Lateral 6 ANNUAL MAINTENANCE, Calumet & Hobart Twp.** (East of I-65)
   - Open Proposals.

Attorney Peter Katic opened two (2) Bid proposals received for this annual maintenance project, both of which appeared to be in proper legal order and they were as follows:

R.A. Oros, Inc.	$350.00/hour
Delta III	$600.00/hour

Lake County Surveyor Emerson, Jr. requested taking these two bid proposals under advisement. Motion to take these two bid proposals under advisement was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

B. Kankakee River Watershed

1. 2016 Bruce Ditch – Emergency Bank Repair, West Creek Twp.

- Addendum No. 1 & 2.
- Open Proposals.

Attorney Peter Katic received and opened three (3) solicited bid proposals received out of six sought for this emergency bank repair, all of which appeared to be in proper legal order and they were as follows:

Austgen Equipment	$30,489.00
Gariup Construction Co.	$73,870.00
Delta III	$22,125.00

Lake County Surveyor Emerson, Jr. requested awarding this emergency bank repair project to the lowest most responsive, responsible bidder, Delta III., Inc. in the amount of $22,125.00. Motion to award same to Delta III, Inc. in the amount of $22,125.00 was made by **Michael C. Repay**, seconded by **Kyle W. Allen, Sr**. Motion carried 3-0.

11. <u>Award Contracts, Approve Modifications, and/or Ratify Actions by County Surveyor</u>

A. Little Calumet River Watershed

1. 2016 Turkey Creek Bank Stabilization, St John Twp. (Joliet Street to James Wittchen Drive, Schererville)

The proposals opened were as follows:

R.A. Oros, Inc.	$123,702.50
Austgen Equipment	$ 85,126.00
Delta III, Inc.	$ 95,913.00****Correct to $85,113****
Gariup Construction	$147,500.00

Letter from Drainage Administrator Dan Gossman to County Surveyor Bill Emerson, Jr. and Drainage Board Chairman Gerry Scheub regarding corrections to mathematical errors of proposals and spreadsheets to show new totals.

Dan Gossman explained that this letter explains that there was a mathematical error on Line Item No. 7 "Incidentals" on Delta, III's bid sheet. He then referred to the attached spreadsheet showing Delta's Unit price as $1,200.00, bringing their total to $85,113.00, as opposed to $95,913.00, making Delta's total bid $13.00 less than Austgen Equipment. He then reiterated that at last month's meeting, IDEM required a change in the amount of rip rap and erosion blankets for this project, which affects the quantity in Line 2, but does not change the line item price, bringing Delta III's bid down to $52,246.00 and Austgen Equipment's bid down to $61,534.00. **Attorney Cliff Duggan** stated that if the Drainage Board is so inclined to follow the recommendation of this letter, he asked the Board to also incorporate this letter as "FIndings of Facts", as a basis to award Delta III this contract. **Michael C. Repay** asked for a further explanation to IDEM's request. **Dan Gossman** replied that IDEM is requesting less rip rap, but more erosion blankets at this location. **Dan Gossman** then requested awarding to the lowest bidder, Delta III, Inc., in the Amount of $52,246.00. Motion to award this project to Delta III, Inc. in the amount of $52,246.00 and attaching the November 10, 2016 "Finding of Facts" letter, along with contract was made by **Michael C. Repay**, seconded by **Kyle Allen. Sr**. Motion carried 3-0.

B. **Kankakee River Watershed**

12. **Other Business**
    A. **Other**

13. **Adjournment**
    A. **The next meeting is scheduled for Wednesday December 21, 2016 in the Lake County Commissioners' Courtroom at 8:00AM Drainage Advisory Committee and 9:00AM Drainage Board.**

    B. **Motion to Adjourn.**

Motion to adjourn was made by **Michael C. Repay,** seconded by **Kyle W. Allen, Sr**. Motion carried 3-0. Meeting adjourned at 9:25 a.m.

APPROVED THIS **21st** DAY OF **DECEMBER, 2016**

LAKE COUNTY DRAINAGE BOARD

_____
Gerry Scheub, Chairman

_____
Michael C. Repay, Member

_____
Kyle W. Allen, Sr., Member

ATTEST:_____
Mary Ellen Kupsik, Drainage Board Secretary

B. **Kankakee River Watershed**

12. **Other Business**
    A. **Other**

13. **Adjournment**
    A. **The next meeting is scheduled for Wednesday December 21, 2016 in the Lake County Commissioners' Courtroom at 8:00AM Drainage Advisory Committee and 9:00AM Drainage Board.**

    B. **Motion to Adjourn.**

Motion to adjourn was made by **Michael C. Repay,** seconded by **Kyle W. Allen, Sr**. Motion carried 3-0. Meeting adjourned at 9:25 a.m.

APPROVED THIS **21st** DAY OF **DECEMBER, 2016**

LAKE COUNTY DRAINAGE BOARD

Gerry Scheub, Chairman K.B.

Michael C. Repay, Member

Kyle W. Allen Sr. D.H.

Kyle W. Allen, Sr., Member

ATTEST: Mary Ellen Kupsik

Mary Ellen Kupsik, Drainage Board Secretary

PROPOSED BUDGET PRIORITIES – 2017
LITTLE CALUMET RIVER WATERSHED

HANDOUT 8 - A - 1
11-16-16

LAKE COUNTY COUNCIL TOTAL APPROPRIATION (BOTH WATERSHEDS)	**$**	**1,200,000.00**
LITTLE CALUMET RIVER WATERSHED 56%	**$**	**674,568**
LITTLE CALUMET ENGINEERING	**$**	**61,324**
LITTLE CALUMET CONSTRUCTION	**$**	**613,244**
TURKEY CREEK LATERAL NO. 6 ANNUAL MAINTENANCE - East side of I-65, Hobart (Hobart Twp)	**$**	**15,000.00**
SPRING STREET DITCH - Junction St to Avenue H, Schererville 0.95mi± (St John Twp)	$	85,320.00
CADY MARSH DITCH – Ross Rd to Grant St (2.24mi±)(Calumet Twp)	$	153,129.00
SCHERERVILLE DITCH/DYER DITCH - TEIBEL PONDS RESTORATION, Schererville (St John Twp)	$	110,000.00
GRAPER DITCH - from State St to confluence with Niles Dt, Winfield 0.95mi± (Winfield Twp)	$	80,480.00
TURKEY CREEK LATERAL NO. 6 BROOKWOOD POND - Brookwood Sub, Merrillville (Ross Twp)	$	75,000.00
BEAVER DAM DITCH LATERAL NO. 2 - Broadway to Madison, Crown Point .37mi± (Center Twp)	$	75,000.00
BEAVER RELOCATION	$	9,700.00
EMERGENCY DAM REMOVAL	$	9,615.00
TOTAL CONSTRUCTION	**$**	**613,244.00**
	$	-

APPROVED THIS 16th DAY OF NOVEMBER, 2016

Bill Emerson Jr., Lake County Surveyor

Gerry Scheub, Chairman

Michael C. Repay, Member

Kyle W. Allen Sr., Member

PROPOSED BUDGET PRIORITIES – 2017
KANKAKEE RIVER WATERSHED

HANDOUT 8 - B - 1
11-16-16

LAKE COUNTY COUNCIL TOTAL APPROPRIATION (BOTH WATERSHEDS)	**$**	**1,200,000.00**
KANKAKEE RIVER WATERSHED 44%	**$**	**525,431**
KANKAKEE ENGINEERING	**$**	**47,766**
KANKAKEE CONSTRUCTION	**$**	**477,665**
ERNIE NIEMEYER CREEK & LEVEE MAINTENANCE (Cedar Creek Twp.) U.S. 41 to Shelby Annual Maintenance 5.5± Miles	$	12,000.00
SINGLETON DITCH - I-65 to S.R. 2 (3.15 mi ±) (Cedar Creek Twp.) *TOTAL ESTIMATE $ 249,480.00 = $101,980 (LCDB) $59,000 (MS4)+ $88,500 (SS-LLC)*	$	101,980.00
WEST CREEK - 125th Ave to 109th Ave (2.1 mi ±) (Hanover Twp.)	$	106,320.00
BROWN LEVEE DITCH from S.R. 55 to Norfolk Southern Railroad (1.55 mi ±)(Eagle Creek Twp.)	$	90,680.00
GRIESEL DITCH LATERAL NO. 12 - east of Chase to south of Belshaw (0.9mi±)(Cedar Creek Twp)	$	47,520.00
MCCONNELL DITCH MAINTENANCE (Morse St to 171st Ave) (Cedar Creek Twp.) *TOTAL CONTRACT $430,311.85=$103,855.36 (2016 DB)$111,300.03 (2016 MS4) + $103,856.44 (2017 DB)$111,300.02 (2017 MS4)*	**$**	**103,856.44**
BEAVER RELOCATION	$	6,800.00
EMERGENCY DAM REMOVAL	$	8,508.56
TOTAL CONSTRUCTION	**$**	**477,665.00**

APPROVED THIS 16th DAY OF NOVEMBER, 2016

Bill Emerson, Jr., Lake County Surveyor

Gerry Scheub, Chairman

Michael C. Repay, Member

Kyle W. Allen Sr., Member

5-B-1
12-21-16

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL
LAKE MICHIGAN

APPLICATION # : LM-205 **MAILED: November 10, 2016**

LAKE : Lake Michigan

APPLICANT : City of East Chicago
Anthony Copeland
4527 Indianapolis Boulevard
East Chicago, IN 46312

AGENT : W F Baird and Associates Limited
Lars T Barber
2924 Marketplace Drive, Suite 200
Madison, IN 53719

AUTHORITY : IC 14-29-1 with 312 IAC 6

DESCRIPTION : The existing 292 floating boat slips will be replaced with 248 new permanent floating boat slips. A new public floating rental facility for small craft (kayaks and paddle boards) will be added. The floating docks will be fully encased flotations, with steel/aluminum frames and wood/concrete decking. Utility service on the docks includes electrical, lighting, potable water, and fire protection. The fuel dock will have new fuel distribution lines, dispensers and sanitary pump-outs. Large slips will have in-slip sanitary pump-out capabilities. The docks will be anchored with steel pipe piles. New shoreline abutments and gangways will provide access to the docks. Also, a 25' wide gap in the existing east breakwater accommodates a large 54" diameter water intake pipe for the East Chicago Water Department. A 50' wide wave attenuation wall will extend 12.5' past the sides of the gap, and additional armor stone installed between the ends of the wall and revetment. Stone scour protection will be placed in the gap to protect the pipe and, reduce wave energy entering the harbor. Clean wood, steel and stone materials will be salvaged and/or properly disposed of off-site. Details of the project are contained in information and plans received at the Division of Water on August 12, 2016, September 14, 2016, September 23, 2016, October 17, 2016, October 25, 2016 and October 26, 2016.

LOCATION : At the East Chicago Marina, 3301 Aldis Avenue at East Chicago, North Township, Lake County
Section 15, T 37N, R 9W, Whiting Quadrangle
UTM Coordinates: Downstream 4611510 North, 463684 East

APPROVED BY : James J. Hebenstreit

James J. Hebenstreit, PE, Assistant Director
Division of Water

APPROVED ON : November 10, 2016

Included: Notice Of Right To Administrative Review - General Conditions - Special Conditions - Service List

RECEIVED
NOV 14 2016
LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL
LAKE MICHIGAN

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

APPLICATION #: LM- 205

This signed document constitutes the issuance of a permit by the Department of Natural Resources, subject to the conditions and limitations stated on the pages entitled "General Conditions" and "Special Conditions".

The permit or any of the conditions or limitations which it contains may be appealed by applying for administrative review. Such review is governed by the Administrative Orders and Procedures Act, IC 4-21.5, and the Department's rules pertaining to adjudicative proceedings, 312 IAC 3-1.

In order to obtain a review, a written petition must be filed with the Division of Hearings within 18 days of the mailing date of this notice. The petition should be addressed to:

Director
Division of Hearings
Indiana Government Center North, Room N501A
100 North Senate Avenue
Indianapolis, Indiana 46204

The petition must contain specific reasons for the appeal and indicate the portion or portions of the permit to which the appeal pertains.

If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural Resources will be represented by legal counsel.

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LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS

APPLICATION #: LM- 205

(1) If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al) and State Law (IC 14-21-1) require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within 2 business days.

Division of Historic Preservation and Archaeology
Room W274
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-1646, FAX: (317) 232-8036

(2) This permit must be posted and maintained at the project site until the project is completed.

(3) This permit does not relieve the permittee of the responsibility for obtaining additional permits, approvals, easements, etc. as required by other federal, state, or local regulatory agencies. These agencies include, but are not limited to:

Agency	Telephone Number
Lake County Drainage Board	
Little Calumet River Basin Development Commission	(219) 595-0599
US Army Corps of Engineers	(312) 846-5539
Indiana Department of Environmental Management	(317) 233-8488 or (800) 451-6027
Local city or county planning or zoning commission	

(4) This permit must not be construed as a waiver of any local ordinance or other state or federal law.

(5) This permit does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

(6) This permit may be revoked by the Department of Natural Resources for violation of any condition, limitation or applicable statute or rule.

(7) This permit shall not be assignable or transferable without the prior written approval of the Department of Natural Resources. To initiate a transfer contact:

Mr. Michael W. Neyer, PE, Director
Division of Water
Room W264
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-4160, Toll Free: (877) 928-3755
FAX: (317) 233-4579

(8) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the authorized work.

(9) The receipt and acceptance of this permit by the applicant or authorized agent shall be considered as acceptance of the conditions and limitations stated on the pages entitled "General Conditions" and "Special Conditions".

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: LM- 205

PERMIT VALIDITY : This permit is valid for 60 months from the "Approved On" date shown on the first page. If work has not been completed by November 10, 2021 the permit will become void and a new permit will be required in order to continue work on the project.

This permit becomes effective 18 days after the "MAILED" date shown on the first page. If both a petition for review and a petition for a stay of effectiveness are filed before this permit becomes effective, any part of the permit that is within the scope of the petition for stay is stayed for an additional 15 days.

CONFORMANCE : Other than those measures necessary to satisfy the "General Conditions" and "Special Conditions", the project must conform to the information received by the Department of Natural Resources on: August 12, 2016, September 14, 2016, September 23, 2016, October 17, 2016, October 25, 2016 and October 26, 2016. Any deviation from the information must receive the prior written approval of the Department.

Number	Special Condition
(1)	do not use industrial slag or broken concrete as riprap
(2)	minimize the movement of resuspended bottom sediment from the immediate project area
(3)	do not work below the Ordinary High Water Mark of Lake Michigan (581.5' IGLD 1985) from May 1 through June 30 without the prior written approval of the Division of Fish and Wildlife
(4)	maintain access to the public fishing nodes on the breakwaters to the greatest extent possible during construction
(5)	should any fish mortality be observed, which includes all life stages, all work must be halted and Indiana's Division of Law Enforcement must be contacted at 219-879-5710 to investigate and file the necessary report
(6)	during the removal of the existing docks, marina infrastructure, public overlook, and hazards to navigation, all debris must be completely removed from the waters of Lake Michigan, and disposed of in an appropriate manner (including offsite disposal by the contractor)
(7)	during demolition of the existing docks and installation of the new dockage infrastructure, special care must be taken to protect the 54" East Chicago Water Department intake pipe that crosses the marina basin and exits the basin through the gap in the east breakwater
(8)	one week prior to any construction or demolition within the marina basin that may impact the 54" East Chicago Water Department water intake pipe, contact Gregory D. Crowley, P.E. Director of Utilities and inform him of the activity via phone at (219) 391-8466 or by email at crowley@eastchicago.com
(9)	during the construction and placement of the new wave attenuation wall and armor stone in the gap in the east breakwater, special care must be taken not to crush or damage in any way the 54" East Chicago Water Intake pipe that exits the marina basin into Lake Michigan through this gap in the breakwater wall

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: LM- 205

(10) prior to the start of construction in the waters of Lake Michigan, submit a "Notice to Mariners" to the U.S. Coast Guard warning ships and boaters of the construction and demolition occurring within the marina basin

(11) if any change is made to the design plans submitted for the permit application, or for any additional construction work or activities in the waters of, or on the bed of Lake Michigan, those changes must be reported to the Department of Natural Resources, and must receive written approval before any changes may be implemented

(12) Permit LM-126 (approved in 2000) authorized the installation of a new storm water discharge pipe, which bypassed the new Lake County Sheriff building (at the SW corner of the marina basin); the existing riprap seawall at the outfall site was re-arranged to accommodate the outfall structure; the new storm pipe consisted of 12" PVC pipe terminating at a concrete flared end section conforming to the existing riprap seawall; this previous improvement must not be negatively impacted, or if a new design plan is developed it must be submitted to DNR for review and approval

(13) if the marina is closed or abandoned in the future, the piers and any related appurtenances must be completely removed from the waters of, and the bed of Lake Michigan

(14) construction equipment including materials, pilings, cables, pipes, etc. that are left in the waterway during demolition and renovation must be clearly marked with navigational buoys visible day and night to any watercraft entering and maneuvering through the marina basin

(15) any equipment and/or cables left in a public waterway in times of limited visibility must, in addition to the requirement listed above, be marked with flashing amber warning lights and reflective signage warning watercraft operators of the hazards

(16) if large equipment is used via the water to install revetment stone, there will need to be an area maintained that provides ease of movement for watercraft to ingress and egress the marina

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SERVICE LIST

APPLICATION #: LM- 205

City of East Chicago
Anthony Copeland
4527 Indianapolis Boulevard
East Chicago, IN 46312

W F Baird and Associates Limited
Lars T Barber
2924 Marketplace Drive, Suite 200
Madison, IN 53719

ArcelorMittal Burns Harbor LLC
3210 Watling Street
East Chicago, IN 46312

Baltimore & Ohio Railroad Company
500 Water Street
Jacksonville, FL 32202

City of East Chicago
Jezeel Rodriguez
4444 Railroad Avenue
East Chicago, IN 46312

Department of Natural Resources
Mike Molnar
Division of Nature Preserves
Lake Michigan Coastal Program
402 West Washington Street, Room W267
Indianapolis, IN 46204

East Chicago Board of Public Works
5400 Cline Avenue
East Chicago, IN 46312

East Chicago Department of Waterworks
5201 Indianapolis Boulevard
East Chicago, IN 46312

East Chicago Redevelopment Department
4920 Lakespur Drive
PO Box 498
East Chicago, IN 46312-0498

Indiana Department of Natural Resources
Brian Breidert
100 West Water Street
Michigan City, IN 46360-1310

Indiana Department of Natural Resources
Steve Davis
100 West Water Street
Michigan City, IN 46360-1310

Indiana Department of Natural Resources
Division of Law Enforcement
District 10 Headquarters
100 West Water Street
Michigan City, IN 46360

Lake County Drainage Board
2293 North Main Street
Crown Point, IN 46307

Lake County SWCD
880 East 99th Court, Suite A
Crown Point, IN 46307

Little Calumet River Basin Development Commission
Dan Repay
900 Ridge Road
Munster, IN 46321

US Army Corps of Engineers
Chicago District
231 South LaSalle Street, Suite 1500
Chicago, IL 60604

Staff Assignment:

Administrative	: Markita Shepherdson, CFM
Technical	: Stephen E. Davis
Environmental	: J. Matthew Buffington
Fish and Wildlife	: Nathan D. Thomas
Law Enforcement	: Shawn Brown
Historic Preservation & Archaeology	: Cathy Draeger-Williams

RECEIVED
NOV 14 2016
LAKE COUNTY SURVEYOR

5-B-2
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

December 1, 2016

Bob Jensen
16709 Holtz Road
Lowell, IN 46356

RE: Emergency Beaver Relocation
Beaver Dam Ditch Lateral No. 8
10706 Porter Street, Crown Point
Center Township

Dear Bob,

The Lake County Surveyor's office received a report that there are 3 beaver dams located in Beaver Dam Ditch Lateral No. 8 north of US 231. The dams are starting to back up flood waters on the adjacent properties. Attached for your reference is an aerial map of the approximate locations.

Please consider this letter as "Notice to Proceed" for the relocation of the beavers. Please contact our office as soon as the wildlife has been removed, so we can get a crew out to remove the dam and get the channel flowing again.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Daniel V. Gossman

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Dave Hubinger, Center Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

Lake County, IN
Date Printed: December 1, 2016

This map is to be used for tax purposes only. - Bill Emerson, Jr., Lake County Surveyor

5-B-3
12-21-16

Daniel Gossman

From: Keely D. Pearson <KPearson@barr.com>
Sent: Friday, December 09, 2016 2:08 PM
To: Mary Ellen Kupsik
Cc: Emerson, Bill J; Daniel Gossman; 'Thomas Burke'; Sharon J. Feit
Subject: File 302-9-16-I Enbridge notification
Attachments: L6A_461_7608_Site_Plan_FEMA.PDF

Good afternoon,

On behalf of Enbridge Energy, please let this email serve as notification that work along Line 6A, at Milepost 461.7608 is scheduled to begin next week. Crews will be mobilizing to the site on Monday, December 12th . Work is located within the Plum Creek/Hart Ditch drainage easement and covered under Lake County Drain Use Permit #302-9-16-I (see attached Site Location Plan). An additional notification will be sent prior to demobilization from the site after work is complete.

Please let us know if have any questions or would like any additional information.

Thank you,
Keely

Keely D. Pearson

Senior Environmental Consultant
Duluth, MN office: 218.529.8231
cell: 218.260.7842
kpearson@barr.com
www.barr.com

resourceful. naturally. BARR

From: Keely D. Pearson
Sent: Monday, November 21, 2016 8:50 AM
To: 'Mary Ellen Kupsik' <kupsime@lakecountyin.org>
Cc: 'Emerson, Bill J' <emerson@lakecountyin.org>; 'Daniel Gossman' <gossmdv@lakecountyin.org>
Subject: File 302-9-16-I Enbridge updated site plan

Good morning,

Attached is an update site plan for file 302-9-16-I. Temporary workspace on the west side of the RR tracks has been obtained, so the soil stockpile has been moved further outside the floodplain / floodway and the tree clearing / workspace area has been reduced. Given the reduction in scope within the floodplain / floodway, do we need a revised permit, or will this email suffice?

Thanks,
Keely

Keely D. Pearson

Senior Environmental Consultant
Duluth, MN office: 218.529.8231
cell: 218.260.7842
kpearson@barr.com
www.barr.com

resourceful. naturally. BARR

From: Keely D. Pearson
Sent: Friday, November 11, 2016 11:28 AM
To: 'Mary Ellen Kupsik' <kupsime@lakecountyin.org>
Cc: Emerson, Bill J <emerson@lakecountyin.org>; Daniel Gossman <gossmdv@lakecountyin.org>
Subject: RE: Approved Drainage Application

Thanks Mary Ellen!

Attached is the stamped plan set. Please let me know if you need any additional information.

Thanks,
Keely

Keely D. Pearson

Senior Environmental Consultant
Duluth, MN office: 218.529.8231
cell: 218.260.7842
kpearson@barr.com
www.barr.com

resourceful. naturally. BARR

From: Mary Ellen Kupsik [mailto:kupsime@lakecountyin.org]
Sent: Tuesday, November 08, 2016 11:47 AM
To: Keely D. Pearson <KPearson@barr.com>
Cc: Emerson, Bill J <emerson@lakecountyin.org>; Daniel Gossman <gossmdv@lakecountyin.org>
Subject: Approved Drainage Application

Dear Keely,

We are in receipt of Enbridge's $200.00 Application Fee.

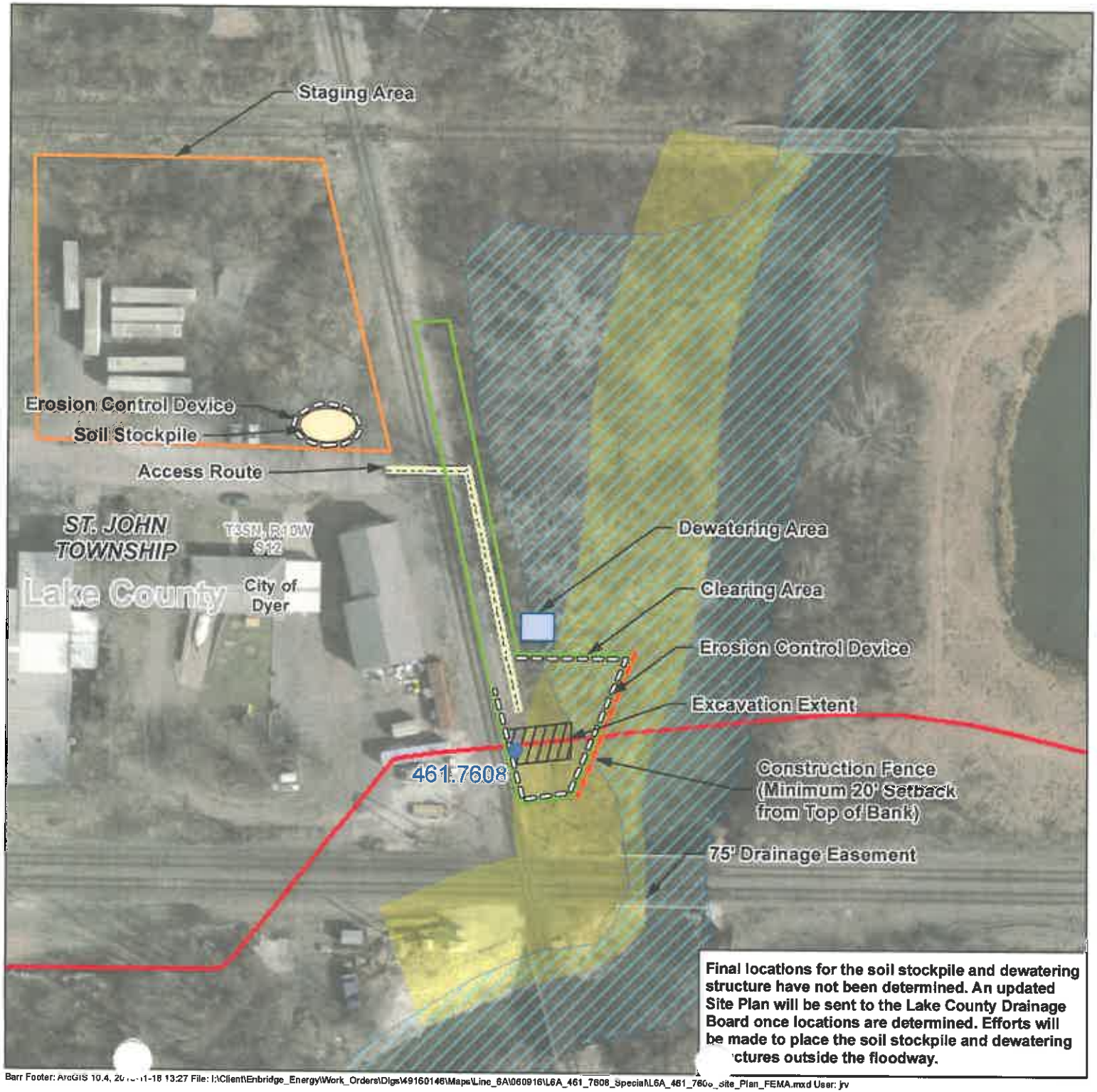
Attached please find your "approved" Drainage Board Application.

Thank you!

Mary Ellen Kupsik

Drainage Board Secretary

Office of the Lake County Surveyor
Bill Emerson, Jr.-County Surveyor
`293 North Main Street
.rown Point, IN 46307
Office: 219-755-3745
Fax: 219-755-3750
Email: kupsime@lakecountyin.org



Final locations for the soil stockpile and dewatering structure have not been determined. An updated Site Plan will be sent to the Lake County Drainage Board once locations are determined. Efforts will be made to place the soil stockpile and dewatering structures outside the floodway.

- Maintenance Location
- Line 6A
- Access Route
- **Erosion Control Barrier**
- Construction Fence
- Dewatering Area
- Excavation Extent
- Soil Stockpile
- Clearing Area
- Staging Area
- Drainage Easement

FEMA 100-Year Flood Zones

- AE
- AE; FLOODWAY

N

0 80 160

Feet

1 Inch = 80 Feet

Imagery: Lake County, 2013

SITE PLAN

Line 6A

Milepost 461.7608

ENBRIDGE

Barr Footer: ArcGIS 10.4, 20[illegible]-01-18 13:27 File: I:\Client\Enbridge_Energy\Work_Orders\Digs\49160146\Maps\Line_6A\060916\L6A_461_7608_Special\L6A_461_7608_Site_Plan_FEMA.mxd User: jrv

5-B-4
12-21-16

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL
CONSTRUCTION IN A FLOODWAY

APPLICATION # : FW-28465 **MAILED: December 05, 2016**

STREAM : Turkey Creek

APPLICANT : Town of Merrillville
Bruce Spires
7820 Broadway
Merrillville, IN 46410

AGENT : Butler, Fairman & Seufert Inc
Neal Bennett
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

AUTHORITY : IC 14-28-1 with 312 IAC 10

DESCRIPTION : The C&O Trail will be extended from west of Hendricks Street to the east of Taft Street along an abandoned railroad corridor. The former railroad bridge will be replaced during trail construction. The original structure was previously removed. The original abutments will be reused for the new structure and will carry the trail over Turkey Creek. The new structure will be a single-span, pre-engineered steel truss bridge with a span length of 77 feet. The structure will have an out-to-out length of 80.5 feet and a clear trail width of 10 feet. The spill through abutments will have 2:1 sideslopes armored with revetment riprap. In addition, a spur trail will be constructed connecting Ellsworth Place Road to the trail. This spur trail will cross Turkey Creek over a new bridge crossing approximately 300' downstream of the first proposed bridge. It will have a deck width of 10 feet and a span of 52 feet. Details of the project are contained in information received electronically at the Division of Water on June 20, 2016 and in plans and information received at the Division of Water on July 15, 2016, August 26, 2016, August 30, 2016, November 3, 2016, November 14, 2016 and November 23, 2016.

LOCATION : The new bridge over the C&O Trail is approximately 2200' upstream of the Taft Street stream crossing; the new bridge over the spur trail is approximately 1900' upstream of the Taft Street stream crossing. near Merrillville, Ross Township, Lake County
Section 8, T 35N, R 8W, Crown Point Quadrangle
UTM Coordinates: Downstream 4594238 North, 468837 East

APPROVED BY : Larissa Muellner
Larissa Muellner, CFM, Sr Environmental Manager
Division of Water

APPROVED ON : December 2, 2016

Included: Notice Of Right To Administrative Review - General Conditions - Special Conditions - Service List

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DEC 09 2016
LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL
CONSTRUCTION IN A FLOODWAY

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

APPLICATION #: FW- 28465

This signed document constitutes the issuance of a permit by the Department of Natural Resources, subject to the conditions and limitations stated on the pages entitled "General Conditions" and "Special Conditions".

The permit or any of the conditions or limitations which it contains may be appealed by applying for administrative review. Such review is governed by the Administrative Orders and Procedures Act, IC 4-21.5, and the Department's rules pertaining to adjudicative proceedings, 312 IAC 3-1.

In order to obtain a review, a written petition must be filed with the Division of Hearings within 18 days of the mailing date of this notice. The petition should be addressed to:

Director
Division of Hearings
Indiana Government Center North, Room N501A
100 North Senate Avenue
Indianapolis, Indiana 46204

The petition must contain specific reasons for the appeal and indicate the portion or portions of the permit to which the appeal pertains.

If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural esources will be represented by legal counsel.

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LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS

APPLICATION #: FW- 28465

(1) If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al) and State Law (IC 14-21-1) require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within 2 business days.

Division of Historic Preservation and Archaeology
Room W274
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-1646, FAX: (317) 232-8036

(2) This permit must be posted and maintained at the project site until the project is completed.

(3) This permit does not relieve the permittee of the responsibility for obtaining additional permits, approvals, easements, etc. as required by other federal, state, or local regulatory agencies. These agencies include, but are not limited to:

Agency	Telephone Number
Lake County Drainage Board	(219) 755-3755
Little Calumet River Basin Development Commission	(219) 595-0599
Merrillville Conservancy District	(219) 980-5220
US Army Corps of Engineers	(312) 846-5539
Indiana Department of Environmental Management	(317) 233-8488 or (800) 451-6027
Local city or county planning or zoning commission	

(4) This permit must not be construed as a waiver of any local ordinance or other state or federal law.

(5) This permit does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

(6) This permit may be revoked by the Department of Natural Resources for violation of any condition, limitation or applicable statute or rule.

(7) This permit shall not be assignable or transferable without the prior written approval of the Department of Natural Resources. To initiate a transfer contact:

Mr. Michael W. Neyer, PE, Director
Division of Water
Room W264
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-4160, Toll Free: (877) 928-3755
FAX: (317) 233-4579

(8) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the authorized work.

(9) The receipt and acceptance of this permit by the applicant or authorized agent shall be considered as acceptance of the conditions and limitations stated on the pages entitled "General Conditions" and "Special Conditions".

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 28465

PERMIT VALIDITY : This permit is valid for 24 months from the "Approved On" date shown on the first page. If construction work in the floodway has not been completed by December 02, 2018 the permit will become void. This permit may be renewed one (1) time if a written request is received by DNR, Division of Water prior to December 02, 2018. Thereafter the permit will become void and a new permit will be required in order to continue work on the project.

This permit becomes effective 18 days after the "MAILED" date shown on the first page. If both a petition for review and a petition for a stay of effectiveness are filed before this permit becomes effective, any part of the permit that is within the scope of the petition for stay is stayed for an additional 15 days.

CONFORMANCE : Other than those measures necessary to satisfy the "General Conditions" and "Special Conditions", the project must conform to the information received by the Department of Natural Resources on: June 20, 2016, July 15, 2016, August 26, 2016, August 30, 2016, November 3, 2016, November 14, 2016 and November 23, 2016. Any deviation from the information must receive the prior written approval of the Department.

Number	Special Condition
(1)	revegetate all bare and disturbed areas within the project area using a mixture of grasses, sedges, wildflowers, shrubs, and trees native to Northern Indiana and specifically for stream bank/floodway stabilization purposes as soon as possible upon completion
(2)	minimize and contain within the project limits inchannel disturbance and the clearing of trees and brush
(3)	do not work in the waterway from April 1 through June 30 without the prior written approval of the Division of Fish and Wildlife
(4)	do not cut any trees suitable for Indiana bat or Northern Long-eared bat roosting (greater than 3 inches dbh, living or dead, with loose hanging bark, or with cracks, crevices, or cavities) from April 1 through September 30
(5)	use minimum average 6 inch graded riprap stone extended below the normal water level to provide habitat for aquatic organisms in the voids
(6)	do not use broken concrete as riprap
(7)	underlay the riprap with a bedding layer of well graded aggregate or a geotextile to prevent piping of soil underneath the riprap
(8)	minimize the movement of resuspended bottom sediment from the immediate project area
(9)	do not deposit or allow demolition/construction materials or debris to fall or otherwise enter the waterway

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DEC 09 2016
LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 28465

(10) appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the stream or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized

(11) seed and protect disturbed stream banks that are 3:1 or steeper with heavy-duty net-free biodegradable erosion control blankets to minimize the entrapment and snaring of small wildlife such as snakes and turtles (follow manufacturer's recommendation for installation)

(12) except for the material used as backfill as shown on the above referenced project plans on file at the Division of Water, place all excavated material landward of the floodway *

(13) all work must conform with the existing bank at the upstream and downstream limits of the project site

(14) do not leave felled trees, brush, or other debris in the floodway *

(15) anchor the bridge decks to prevent dislodging and/or flotation during high water events

(16) upon completion of the project, remove all construction debris from the floodway *

(17) issuance of this Certificate does not constitute approval of any temporary causeways, coffer dams, runarounds, access bridges or borrow areas associated with the proposed bridge construction; separate written approval must be obtained from the Department for these types of projects prior to beginning any work within the floodway *

(18) keep the bridge waterway openings free of debris and sediment at all times

(19) *NOTE: for regulatory purpose, the floodway is defined as that shown on Panel 251 of the Lake County Flood Insurance Rate Maps dated January 21, 2012

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SERVICE LIST

APPLICATION #: FW- 28465

Town of Merrillville
Bruce Spires
7820 Broadway
Merrillville, IN 46410

Butler, Fairman & Seufert Inc
Neal Bennett
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Calumet Park Cemetery, Inc.
2305 73rd Avenue
Merrillville, IN 46410

Tracey Cotton
6601 Ellsworth Place
Merrillville, IN 46410

Ms. Dorinda Gregor
7820 Broadway
Merrillville, IN 46410

Indiana Department of Natural Resources
Steve Davis
100 West Water Street
Michigan City, IN 46360-1310

Indiana Department of Natural Resources
Division of Law Enforcement
District 10 Headquarters
100 West Water Street
Michigan City, IN 46360

Lake County Drainage Board
Roosevelt Allen Jr
2293 North Main Street
Crown Point, IN 46307

Lake County SWCD
880 East 99th Court, Suite A
Crown Point, IN 46307

Little Calumet River Basin Development Commission
Dan Repay
900 Ridge Road
Munster, IN 46321

Merrillville Conservancy District
6250 Broadway
Merrillville, IN 46410

Merrillville Conservancy District
Christine Savarese
6250 Broadway
Merrillville, IN 46410

Ramon and Ernestina Meza
2423 Woodlane Drive
Merrillville, IN 46410

Jeffrey and Pegiane Moore
6565 Marshall Court
Merrillville, IN 46410

Paula Patterson
2439 Woodlane Drive
Merrillville, IN 46410

John and Christine Reiser
2625 65th Place
Merrillville, IN 46410

Ryan M Stage
2425 Woodlane Drive
Merrillville, IN 46410

US Army Corps of Engineers
Chicago District
231 South LaSalle Street, Suite 1500
Chicago, IL 60604

Rosalee Washburn
2615 65th Place
Merrillville, IN 46410

Frederick Williams
6624 Ellsworth Place
Merrillville, IN 46410

Andy Young
38355 Shagbark Lane
Wadsworth, IL 60083

Staff Assignment:

Administrative	: Nicholas Males
Technical	: Nicholas Males
Environmental	: J. Matthew Buffington
Fish and Wildlife	: Stephanie Trapp
Engineering	: Christopher Limiac

RECEIVED
DEC 09 2015
LAKE COUNTY SURVEYOR

5-B-5
12-21-16

MEMORANDUM

DATE: November 30, 2016

TO: Bill Emerson, Jr. – Lake County Surveyor

FROM: Thomas McArdle, Christopher B. Burke Engineering, Ltd.
Thomas T. Burke, Jr., PhD, PE, Christopher B. Burke Engineering, Ltd.

Cc: Daniel Gossman – Lake County Surveyor's Office

SUBJECT: Existing Conditions Assessment and Proposed Dredging for the Tiebel Ponds Project Site in Schererville, Indiana
(CBBEL Project No. 930169.02015-Phase 72)

On November 18, 2016, Christopher B. Burke Engineering, Ltd. (CBBEL) Environmental Resources staff completed a site visit to the Tiebel Ponds Study Area to assess current wetland and upland conditions at the site and comment on the potential for dredging and excavation within the constructed basins to return the areas to open water and create additional stormwater storage at the property.

EXISTING CONDITIONS

As shown on Exhibit 1, the project site is located to the west of US Route 41, between Deer Creek Drive and the EJ&E railroad tracks in Schererville, Lake County, Indiana. Geographically, the ±50-acre study area can be found in Section 8, Township 35 North, Range 9 West.

As shown on Exhibit 2 and in the site photographs included as Exhibit 4, the study area consists of two man-made stormwater management basins divided by an upland berm and a portion of Schererville Ditch. The southern basin is located to the east of Dyer Ditch and to the south of Schererville Ditch and consists of a mixture of emergent wetland vegetation and two large open water pockets. The vegetation is comprised of primarily lower quality marsh plant species dominated by common reed grass (*Phragmites australis*), broad-leaved cattail (*Typha latifolia*), narrow-leaved cattail (*Typha angustifolia*), reed canary grass (*Phalaris arundinacea*) and river bulrush (*Scirpus fluviatilis*). There is an earthern berm along the west side of this stormwater basin and an opening in the berm allows positive stormwater drainage from Dyer Ditch into the storage area. This portion of Dyer Ditch contains steep banks and is eroded in many locations. The portion of Dyer Ditch, immediately north of the stormwater basin outlet swale, is severely eroded and cutting into the berm between the channel and the basin.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

The northern basin is located between the EJ&E railroad tracks to the north, an earthern berm to the south and a residential subdivision to the east. This basin is almost entirely vegetated with lower quality emergent wetland vegetation consisting of primarily common reed grass but also containing broad-leaved cattail and narrow-leaved cattail. This basin contains two small open water pockets with one in the northwestern part of the basin and one adjacent to the residential subdivision along the eastern limits. During the site investigation, CBBEL noted that Schererville Ditch is located at the base of the earthen berm and is contiguous with the adjacent vegetated wetland in the basin. We understand that this basin was constructed on-line with Schererville Ditch and should be avoided during any site excavation activities.

In our opinion, the two man-made stormwater management basins are dominated by lower quality and invasive wetland vegetation and provide little valuable natural area habitat. As such, it appears that the excavation of these basins for the purposes of returning the areas back to open water would not adversely impact the natural area values of the site.

PROPOSED EXCAVATION

In our opinion, it appears that the presence of heavy marsh vegetation including dense coverage of common reed grass and cattails will not allow the use of vacuum (hydraulic) dredging but will require conventional dredging.

In our opinion, the excavation of currently vegetated marsh to convert the basins to open water will require a minimum of 3' of dredging to create open water deep enough to prevent the rapid reestablishment of vegetation. As shown on Exhibit 3, the area cross-hatched in red shows approximately 24 acres of proposed dredging to a 3' depth. To avoid vertical banks and sloughing along the proposed limits of dredging, and provide a safety shelf between the newly created open water and surrounding uplands, it is proposed that the marsh excavation around the perimeter of each basin be gradual and at an approximate 4:1 or gentler slope for an average 1.5' depth of dredging. As shown on Exhibit 3, the area cross-hatched in orange identifies the approximately 8 acres of proposed dredging to an average depth of 1.5'.

The use of a mechanical dredge appears most appropriate for the subject site. Where possible the contractor will likely construct a temporary access route or structural causeway to bring the dredging and transporting equipment out to the middle of the marsh complex. This would create a temporary access route to dredge the basin bottoms, deposit the materials in transport vehicles and spoil the materials in an off-site, upland location.

For the purposes of our estimates, we have assumed that a disposal area near the project site will be used. Costs will range widely depending on dredging difficulty and haul distance so we have provided a range of approximately $30yd^3$ to $80yd^3$.

The engineer's estimate of probable construction cost for the dredging of the two stormwater basins is approximately $4.0M to $10.8M. This is based on the excavation of

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approximately 24 acres to a depth of 3' totaling 116,160yd³ for a cost of approximately $3.5M to $9.3M and the excavation of approximately 8 acres to an average depth of 1.5' totaling 19,360yd³ for a cost of approximately $0.5M to $1.5M.

We recommend initiating discussions with local contractors to better define estimated costs.

It should be noted that due to the proximity of Dyer Ditch and Schererville Ditch, and given that the northern basin appears to have been constructed on-line with Schererville Ditch, the proposed dredging operation will likely require regulatory approvals and permits from the U.S. Army Corps of Engineers, Indiana Department of Environmental Management and the Indiana Department of Natural Resources. In our opinion, the proposed dredging of these basins is considered a maintenance activity and should be permittable by the regulatory agencies. We recommend initiating discussions with the applicable regulatory agencies to discuss the proposed project and permitting requirements prior to design development.

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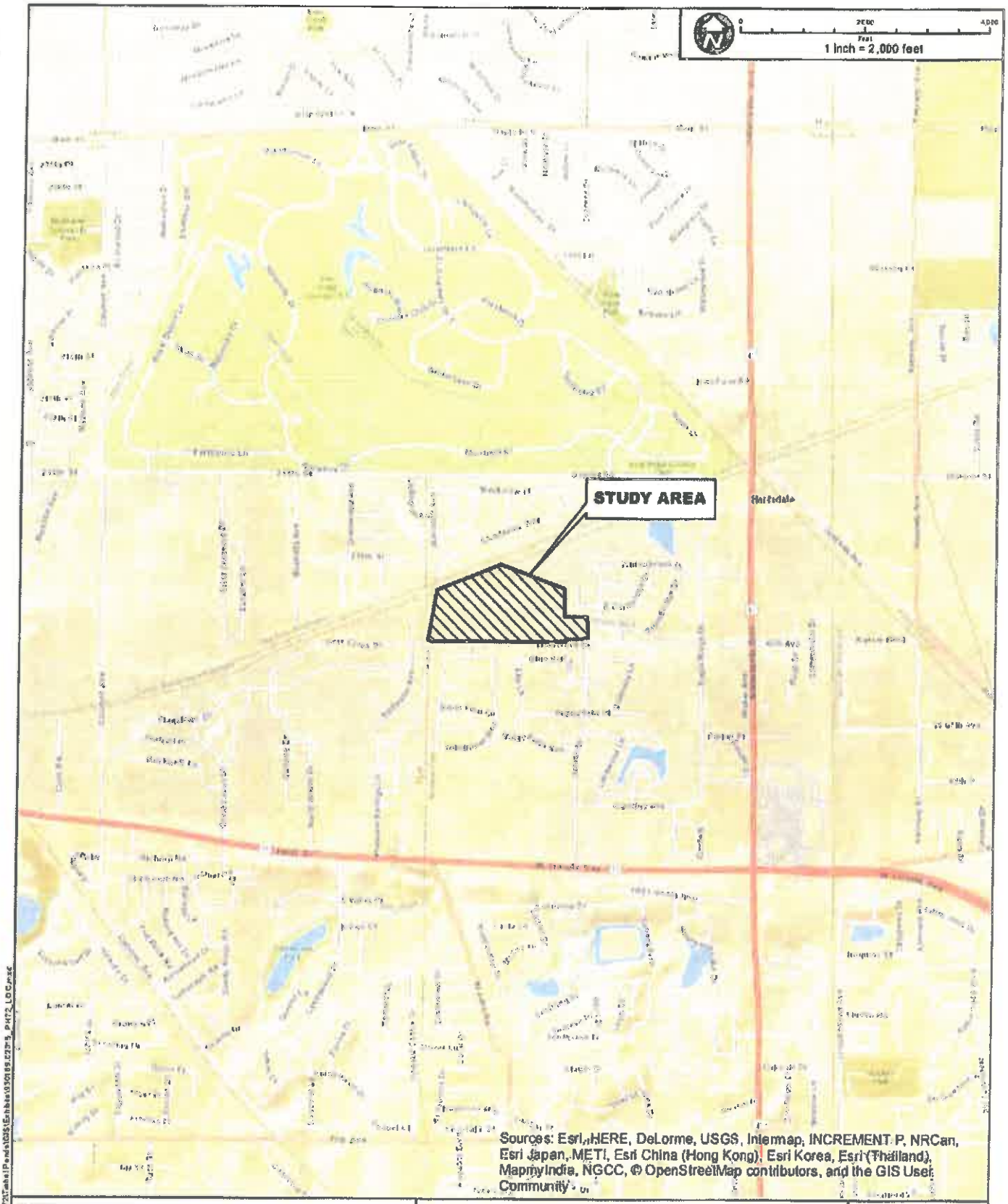
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



CLIENT:	TITLE:	
LCSO	**LOCATION MAP**	CBBEL # 93-0169.02018 DATE: 11/30/16

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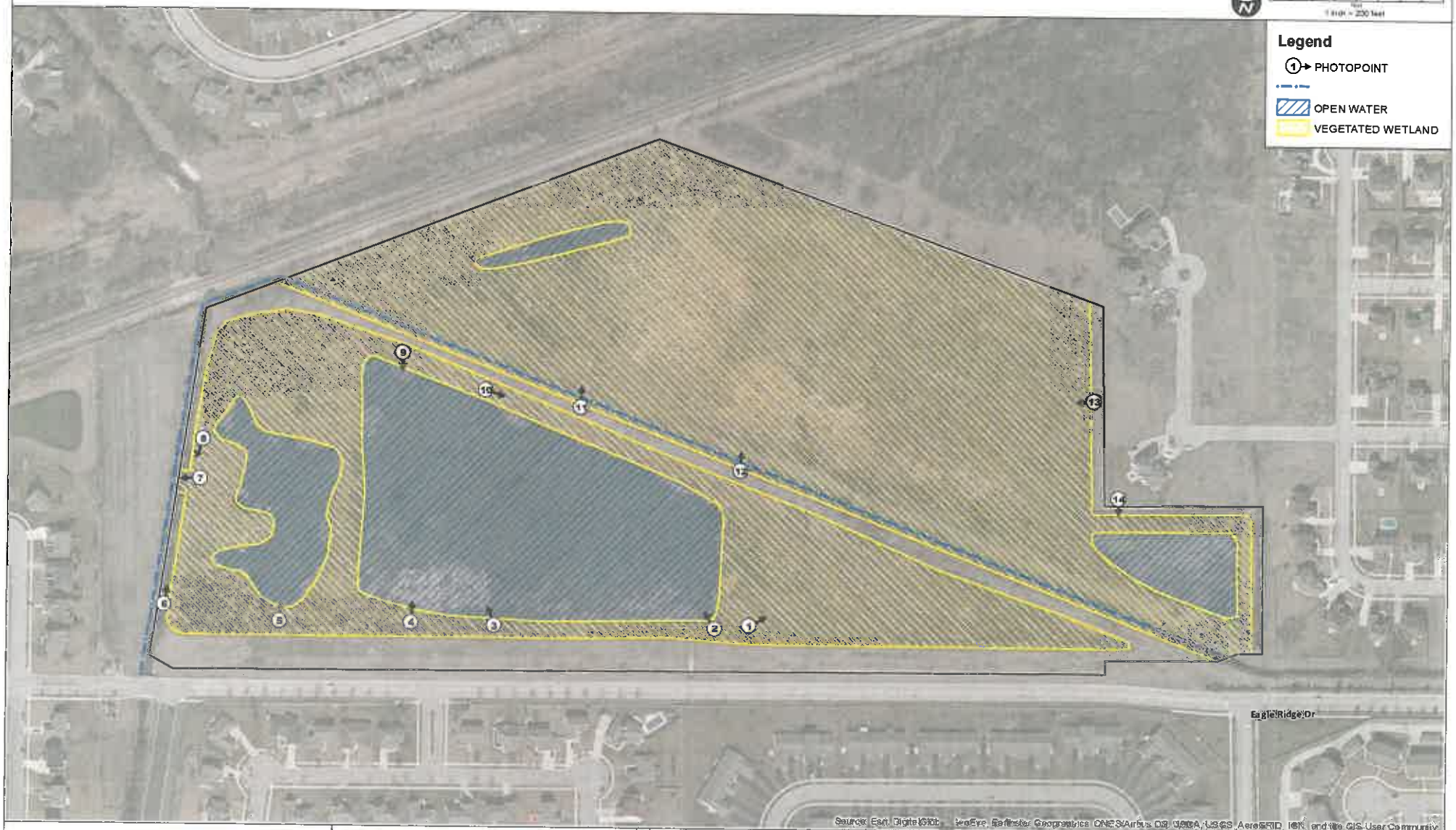
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DWN.	KEK	SCALE:	1"=2,000'
CHKD.	TGM	PLOT DATE:	11/30/2016
FILE NAME:	930169.02015_PH72_LOC		

EXH 1

NOTE: AERIAL PHOTOGRAPH TAKEN OCTOBER, 2011



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9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT

LCSO

NO.	DATE	NATURE OF REVISION	CHKD

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SCALE	1" = 200'
MODEL	ARCGIS 10
PLOT DATE	Friday, December 02, 2016

FILE NAME: 03-0189-02015_PH72_EXISTING CONDITIONS.mxd

PATH: N:\LCSO IN\03-0189-02015 Phase 72\Tabel Ponds\GIS\Exhibits\03-0189-02015_PH72_EXISTING CONDITIONS.mxd

TITLE

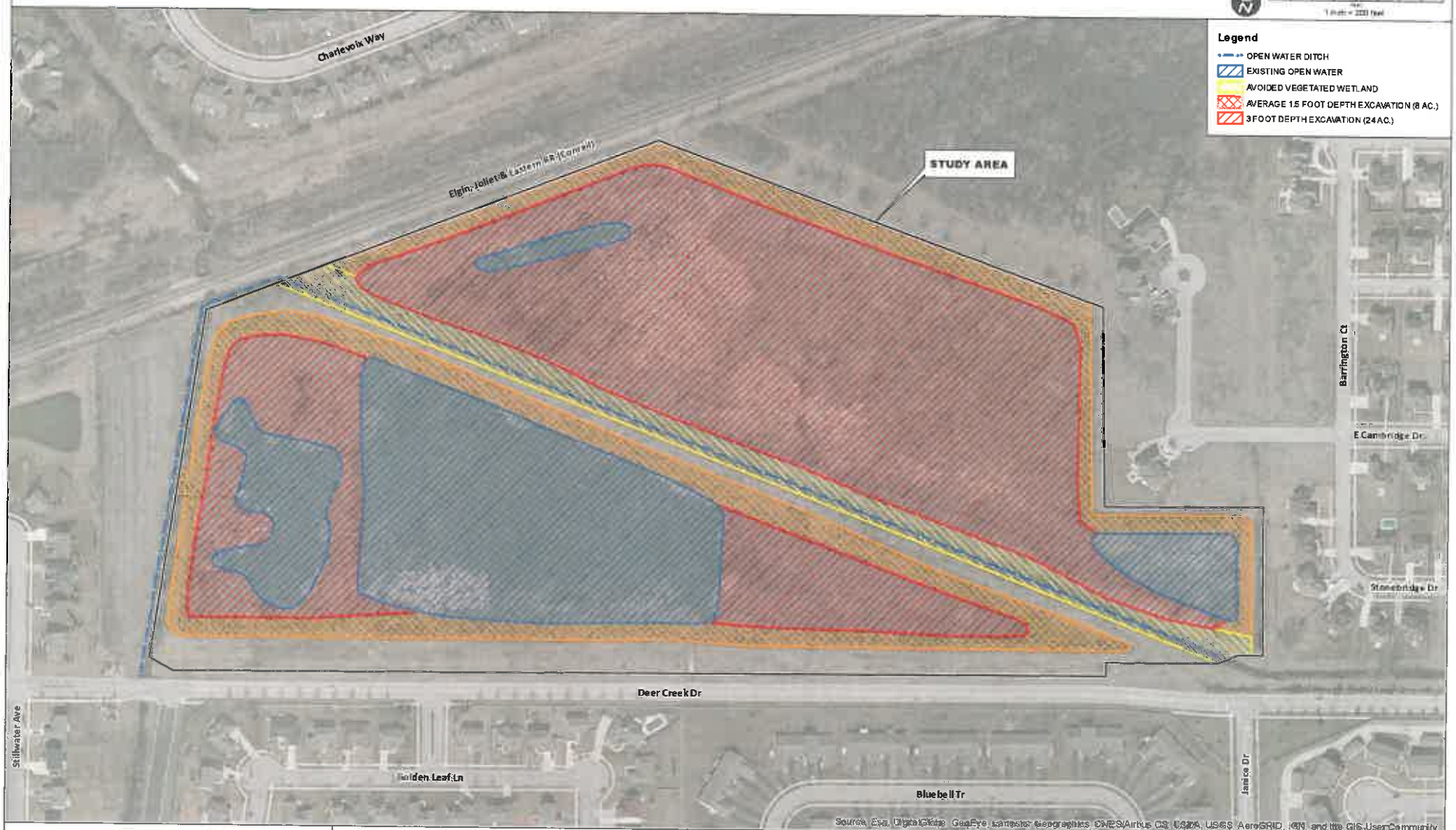
EXISTING CONDITIONS

CBBEL# 03-0189-02015

DATE 11/18/16

EXH 2

NOTE: AERIAL PHOTOGRAPH TAKEN OCTOBER, 2011



CHRISTOPHER B. BURKE ENGINEERING LTD
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT: **LCSO**

NO.	DATE	NATURE OF REVISION	CHKD.

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SCALE	1" = 200'
MODEL	ARCGIS 10
PLOT DATE	Friday, December 02, 2016
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TITLE: **CONCEPTUAL EXCAVATION PLAN**

CBBEL# 63-0169.02015
DATE 11/18/16

EXH 3

Deer Creek Drive Project Site
Schererville, Lake County, Indiana

Photos from Site Reconnaissance on November 18, 2016

Photo #1 – Vegetated Basin looking Northeast

Photo #2 – Open Water looking Northwest

Photo #3 – Open Water looking Northwest

Photo #4 – Open Water looking North

Photo #5 – Hemi-Marsh looking North

Photo #6 – Upland Berm looking North

Photo #7 – Basin Outlet looking West

Photo #8 – Eroded Outlet Channel looking South

Photo #9 – Vegetated Basin looking South

Photo #10 – Upland Berm looking Southeast

Photo #11 – Vegetated Basin looking North

Photo #12 – Vegetated Basin looking North

Photo #13 – Vegetated Basin looking West

Photo #14 – Open Water looking South

5-B-5
12-21-16

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
APPLICATION FOR FUNDING - CONSTRUCTION PROJECTS
Due the 1st Day of Each Month

Instructions:
If the project is for planning and design, please complete pages 1 and 2 of this application.
If the project is for construction, please complete pages 1 and 3 of this application.
If the project is for maintenance, please complete pages 1 and 4 of this application.

GENERAL INFORMATION	Response
Project name	Teibel Pond Restoration Project
Project Type	Maintenance
Project identification (from the August 13, 2013 LCR Comprehensive Plan, if applicable)	
Local sponsor (e.g. municipality name, government entity)	Lake County Surveyor's Office and Schererville
Project location (nearest intersecting streets)	Deer Creek Drive and Janice Drive
Project location (section, township, range, nearest 1/4 section)	Sec. 8, Twp 35N, R9W
Project location (attach aerial map depicting project location and label as Attachment 1)	
Project description purpose (attach as Attachment 2)	
What is the anticipated project start date?	Fall 2017
Community(s) where the project is located	Schererville
Major watershed (Hart Ditch, Deep River)	Dyer Ditch
Minor watershed	Schererville Ditch
What is the total construction cost of the project in current year dollars? (provide itemized cost as Attachment 3)	$8,320,000
What amount of funding is being requested?	60%
What percentage of the total construction cost is the local sponsor contributing?	40%
Is this project a result or recommendation of a community stormwater management plan? (provide copy upon request)	Sort of
Does your community have a stormwater management plan? (provide copy upon request)	N/A

MAINTENANCE PROJECT WORKSHEET (Do not complete unless the project is a maintenance project)	
PROJECT BENEFITS (Maintenance)	**Response**
Does the project provide opportunities to improve habitat? (provide justification as Attachment 4)	Yes
Does the project improve recreational opportunities? (provide justification as Attachment 4)	Yes
Does the project improve channel flow? (provide justification as Attachment 4)	Yes
Does the project involve stream bank stabilization? (provide justification as Attachment 4)	Yes
Will the project reduce downstream sedimentation? (provide justification as Attachment 4)	Yes
Does the project include water quality BMPs? (provide justification as Attachment 4)	Yes
Does the opportunity provide benefit to multiple communities? (provide justification as Attachment 4)	Yes
If the project provides benefit to multiple communities, list the communities.	Schererville, Dyer, Munster
PROJECT SPECIFICS (Maintenance)	**Response**
Have all of the easements been obtained for this maintenance project? (provide details in Attachment 4)	Yes
Has all of the land acquisition been completed for this maintenance project? (provide details in Attachment 4)	N/A
Does the maintenance project have all the necessary regulatory permits? (provide details in Attachment 4)	No
Does the project have an associated hydraulic/hydrologic study justifying the benefits of this project? (Provide as Attachment 5)	Yes
Is a funding source identified for the on-going operations and maintenance of this project when it is complete? (provide details in Attachment 6)	Yes

Project Description

Teibel Pond was constructed in the 1990's to provide storage for Dyer and Schererville Ditches upstream of the EJ&E Railroad, as shown on Exhibit 1. There are two ponds that create one large storage area, as shown on Exhibit 2. The two man-made stormwater management basins are divided by an upland berm and a portion of Schererville Ditch. The southern basin is located to the east of Dyer Ditch and to the south of Schererville Ditch. The northern basin is located east of Schererville Ditch and south of the EJ&E Railroad tracks. The two basins together are known as the Teibel Pond because the Teibel family donated the land for the storage. The basins were created as open water features. Because of the storage that was constructed, large areas of the Towns of Dyer and Schererville were removed from the floodplain and were able to be developed. Over the years, the Teibel Pond has filled with vegetation and consists of a mixture of emergent wetland vegetation and two open water pockets, as shown on Exhibit 4.

The vegetation in the southern basin is comprised of primarily lower quality marsh plant species dominated by common reed grass (*Phragmites australis*), broad-leaved cattail (*Typha latifolia*), narrow-leaved cattail (*Typha angustifolia*), reed canary grass (*Phalaris arundinacea*) and river bulrush (*Scirpus fluviatilis*). There is an earthern berm along the west side of this stormwater basin and an opening in the berm allows positive stormwater drainage from Dyer Ditch into the storage area. This portion of Dyer Ditch contains steep banks and is eroded in many locations. The portion of Dyer Ditch, immediately north of the stormwater basin outlet swale, is severely eroded and cutting into the berm between the channel and the basin.

The northern basin is located between the EJ&E railroad tracks to the north, an earthern berm to the south and a residential subdivision to the east. This basin is almost entirely vegetated with lower quality emergent wetland vegetation consisting of primarily common reed grass but also containing broad-leaved cattail and narrow-leaved cattail. This basin contains two small open water pockets with one in the northwestern part of the basin and one adjacent to the residential subdivision along the eastern limits. This basin was constructed on-line with Schererville Ditch.

The two man-made stormwater management basins are dominated by lower quality and invasive wetland vegetation and provide little valuable natural area habitat. As such, it appears that the excavation of these basins for the purposes of returning the areas back to open water would not adversely impact the natural area values of the site.

The presence of heavy marsh vegetation including dense coverage of common reed grass and cattails will not allow the use of vacuum (hydraulic) dredging but will require conventional dredging. The excavation of currently vegetated marsh to convert the basins to open water will require a minimum of 3' of dredging to create open water deep enough to prevent the rapid reestablishment of vegetation. As shown on Exhibit 3, the area cross-hatched in red shows approximately 24 acres of proposed dredging to a 3' depth. To avoid vertical banks and sloughing along the proposed limits of dredging, and provide a safety shelf between the newly created open water and surrounding uplands, it is proposed that the marsh excavation around the

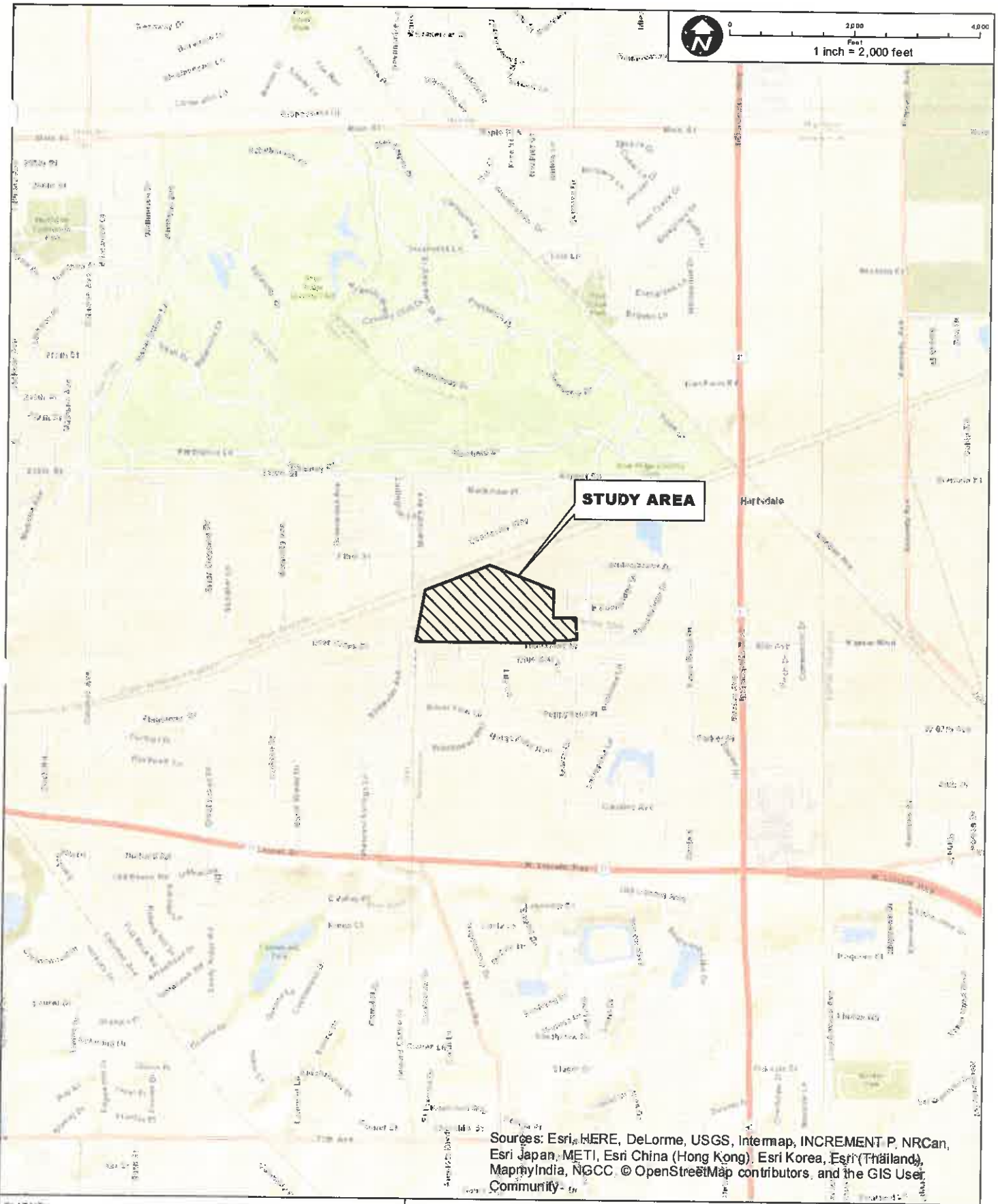
perimeter of each basin be gradual and at an approximate 4:1 or gentler slope for an average 1.5' depth of dredging. As shown on Exhibit 3, the area cross-hatched in orange identifies the approximately 8 acres of proposed dredging to an average depth of 1.5'.

The use of a mechanical dredge appears most appropriate for the subject site. Where possible the contractor will likely construct a temporary access route or structural causeway to bring the dredging and transporting equipment out to the middle of the marsh complex. This would create a temporary access route to dredge the basin bottoms, deposit the materials in transport vehicles and spoil the materials in an off-site, upland location.

Reestablishing the storage intended in these basins will provide the necessary stormwater storage required to protect the significant development that has occurred in Dyer and Schererville. The benefits of floodplain storage not only benefit Dyer and Schererville but also Munster as the Dyer and Schererville Ditches combine into the Dyer Ditch which then flows into Hart Ditch which flows through Munster before joining the Little Calumet River.

Streambank stabilization along Dyer and Schererville Ditches will help decrease sediment being washed away from the banks and conveyed downstream into the Hart Ditch and Little Calumet River.

In addition to the storage being gained, the Town of Schererville has plans to enhance the area surrounding the Teibel Pond with walking paths, boardwalks, overlooks, signs, parking, education nodes and fishing areas. The plans are shown as Concept B. This provides the potential for a great education center and attraction to draw residents throughout the County, as well as schools.



CLIENT:

LCSO

TITLE:

LOCATION MAP

CBBEL # 93-0169.02015

DATE: 11/30/16

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DWN.	KEK		SCALE:	1 "= 2,000 '
CHKD.	TGM		PLOT DATE:	11/30/2016
FILE NAME:	930169.02015_PH72_LOC			

EXH 1

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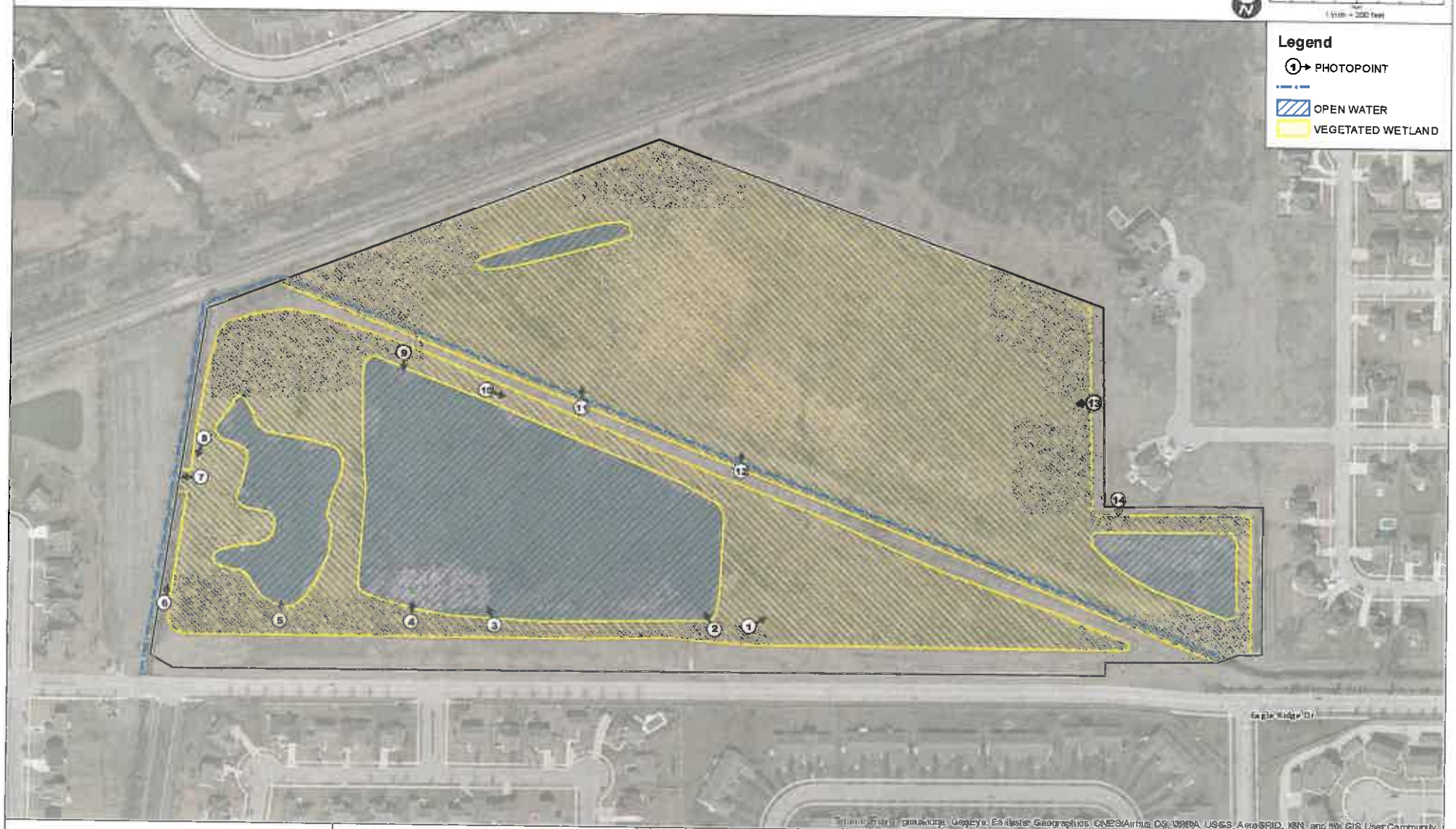
NOTE: AERIAL PHOTOGRAPH TAKEN OCTOBER 2011



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Rosemont, Illinois 60018
(847) 823-0500

CLIENT

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SCALE.	1" = 200'
MODEL	ARCGIS 10
PLOT DATE	Tuesday November 22, 2016

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TITLE

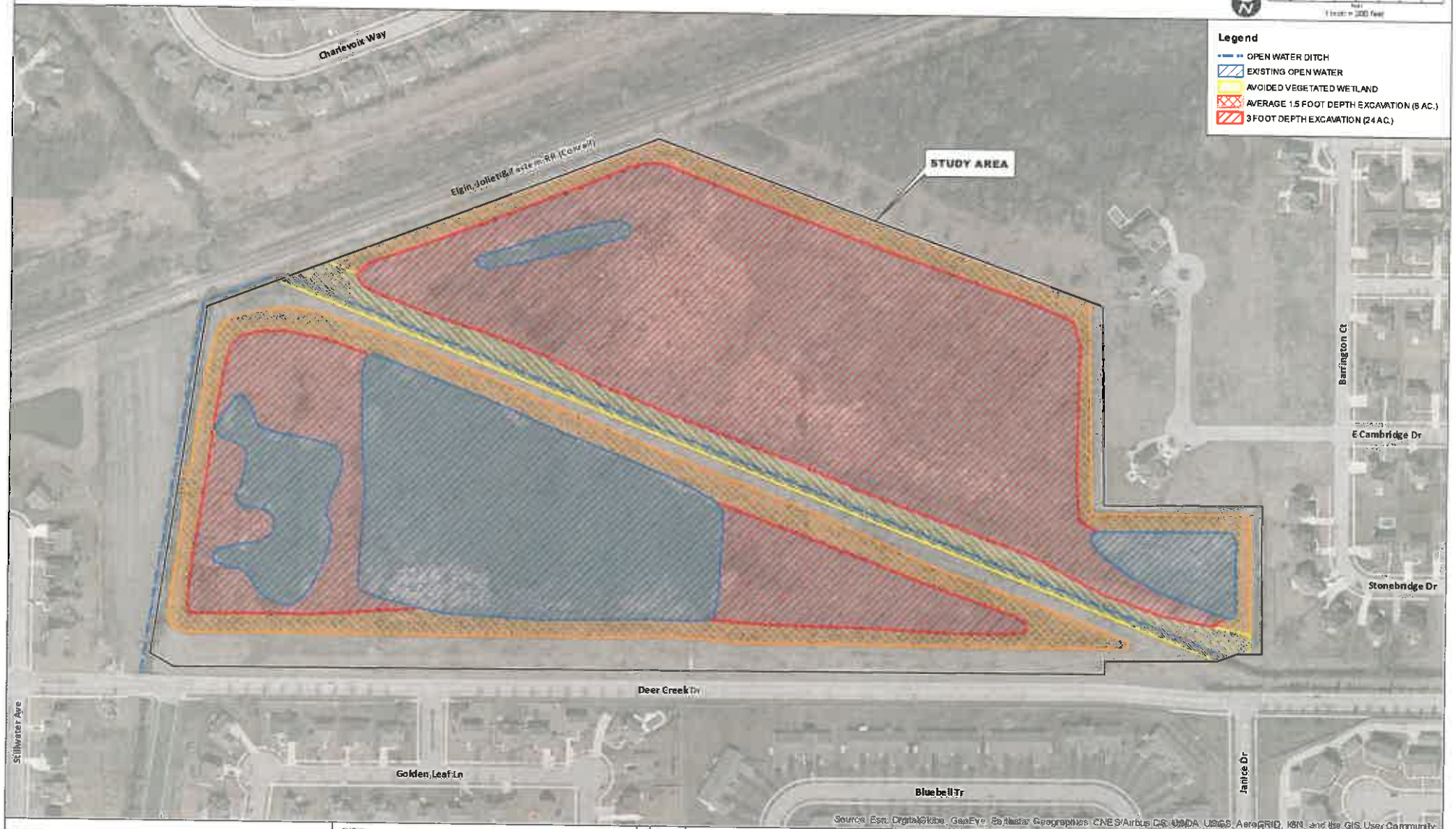
EXISTING CONDITIONS

CBBEL# 93-0169.02016

DATE 11/18/16

EXH 2

NOTE: AERIAL PHOTOGRAPH TAKEN OCTOBER, 2011



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9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT: **LCSO**

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PLOT DATE:	Wednesday November 30, 2016

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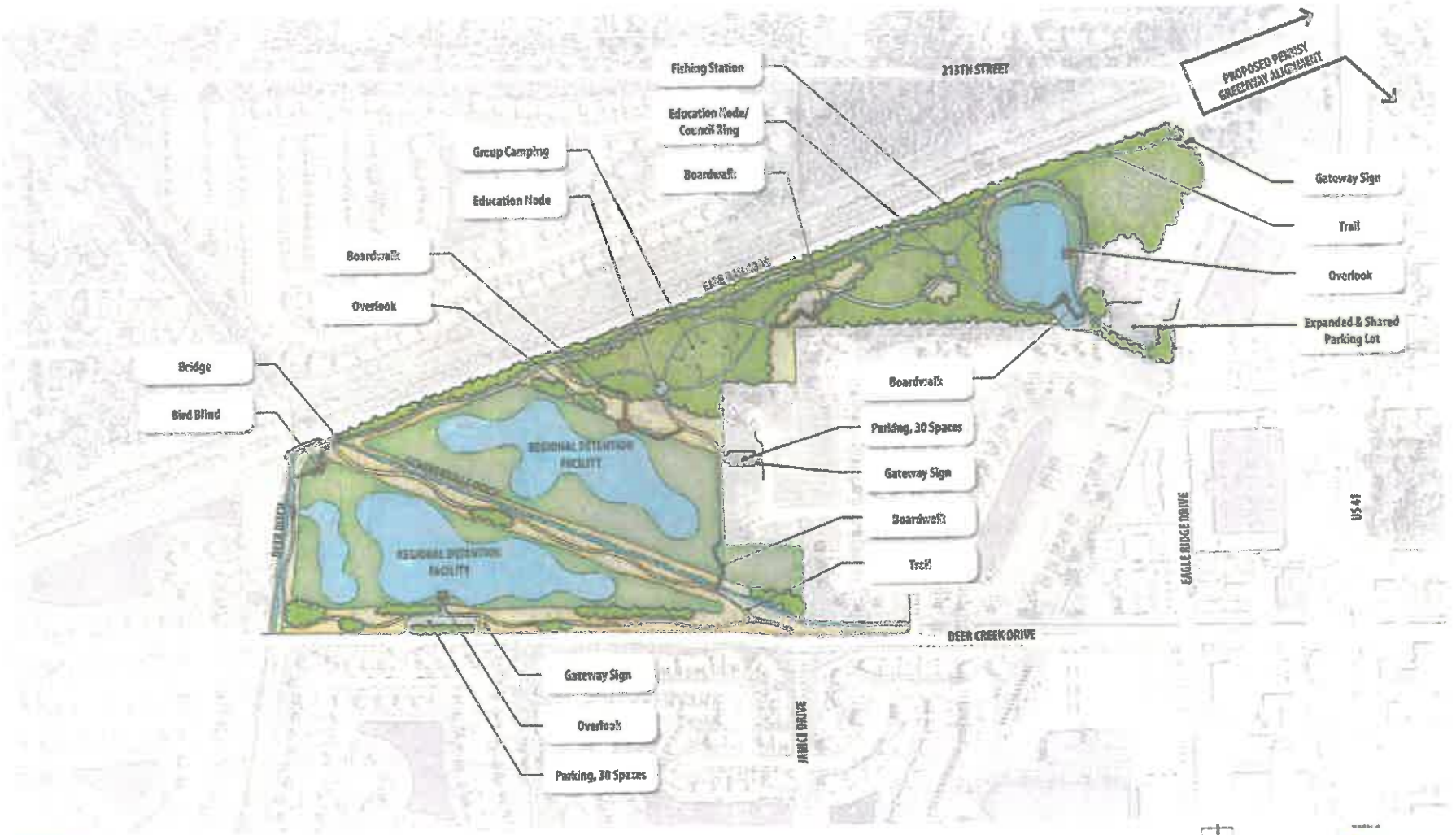
TITLE: **CONCEPTUAL EXCAVATION PLAN**

CBBEL# 93-0169.02015
DATE: 11/18/16

EXH 3

Exhibit 4



Concept B

Teibel Nature Preserve Master Plan

Schererville, Indiana

DLZ Indiana, LLC
Cardno JFNew

Project Cost

For the purposes of a cost estimates, we have assumed that a disposal area near the project site will be used. Costs will range widely depending on dredging difficulty and haul distance so we have provided an estimate of $60 per yd^3.

The engineer's estimate of probable construction cost for the dredging of the two stormwater basins is approximately $7.1M. This is based on the excavation of approximately 24 acres to a depth of 3' totaling 116,160yd^3 for a cost of approximately $6M and the excavation of approximately 8 acres to an average depth of 1.5' totaling 19,360yd^3 for a cost of approximately $1.1M.

In addition, we have estimated approximately 6,100 feet of streambank stabilization. This includes both sides of Dyer Ditch adjacent to the southern basin and both sides of Schererville Ditch between the two basins. We are estimating channel bank stabilization at $250 per foot for a total of approximately $1.22M.

The total estimate of probably construction cost is $8.32M.

Project Benefits

As explained in the Project Description, there are numerous benefits to the project. Foremost is the reduction in flooding of homes and businesses by restoring the volume of storage provided in Teibel Pond. Secondly is through the cooperation with Schererville is making the area a public amenity and educational site for the County residents, including as a resource for schools. See Concept B (attached) for a depiction of the site and all the amenities. The proposed plan includes the opportunity to improve the habitat. The current habitat is very limited with the overgrown invasive species and lack of vegetation diversity. The project includes a diversity of plantings for better habitat and education for the public regarding the improvements. The proposed project allows residents an area to walk around the ponds and open area with interpretive signs and bridges to view the beauty and have a new recreational opportunity that does not exist today.

Through the streambank stabilization the project provides an opportunity for better maintenance in the future and improved channel flow with less sediment degrading and being conveyed downstream. By providing stabilized streambanks, the water quality improves. The water quality is further improved through the improvements included in the concept plan by Schererville by the use of Best Management Practices. The benefits of the improved water quality will enhance the water that is conveyed through Schererville, Dyer and Munster so the improvements will have a larger impact.

The land is owned by the Town of Schererville and no additional land or easements are needed to complete the project. The Schererville Ditch and Dyer Ditch are regulated drains and the project is being proposed in cooperation with the Lake County Surveyor's Office. The project will need to be permitted through the Indiana Department of Environmental Management, Indiana Department of Natural Resources and the U.S. Army Corps of Engineers. A detailed hydrologic and hydraulic study of the regulated drains and basin was completed to obtain a LOMR for area.

5-C-1
12-21-16

DNR Indiana Department of Natural Resources

Michael R. Pence, Governor
Cameron F. Clark., Director
Division of Water
402 West Washington Street
Room W264
Indianapolis, IN 46204-2641
Phone (317) 232-4160
Toll-free (877) 928-3755
Fax (317) 233-4579
www.in.gov/dnr/water/

November 10, 2016
Basin # 2

MAILED
NOV 11 2016

Radtke Engineering and Surveying, LLC
Tony Rusiniak
5821 North US 35
LaPorte, IN 46350

Re: CTS-4270
East Branch Stony Run, Lake County

Dear Mr. Rusiniak:

This is in response to your request received at the Division of Water on August 15, 2016, and additional information received on October 13, 2016 for a Department review of a proposed boat ramp replacement at East Branch Stony Run, also known as Lake of the Four Seasons. According to the information submitted, the project involves the replacement of an approximate 38' by 64' asphalt boat ramp with a concrete boat ramp in the same location. A temporary cofferdam will be placed around the perimeter of the existing boat ramp. Based on your description, the project site is located in Section 16, Township 34 North, Range 7 West at 1856 Forest Lane near Crown Point, in Winfield Township, Lake County.

Department staff has completed its review of the plans to replace the boat ramp and it has been determined that there should be no adverse individual or cumulative effect on the floodway, no unreasonable hazard to the safety of life or property and would not result in unreasonable detrimental effects upon fish, wildlife, or botanical resources of East Branch Stony Run. Therefore, approval is granted as long as the following conditions are met:

1. Do not work in the waterway from April 1 through June 30 without the prior written approval of the Division of Fish and Wildlife.

2. Minimize the movement of resuspended bottom sediment from the immediate project area.

3. Utilize cofferdam materials that are least likely to result in fill of the waterway should the cofferdam be damaged, such as sheet piling, water-filled bags or aqua tubes, or portable dams. Do not include asphalt, broken concrete, or any soil or fine sediments on or within the cofferdams.

4. construct that portion of the boat ramp lakeward of the lake's shoreline such that it is below the water surface when the lake is at its normal water level

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NOV 14 2016
LAKE COUNTY SURVEYOR

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You should not construe this letter as a local building permit, or a waiver of any local building or zoning ordinance. Additionally, this letter does not relieve you of the responsibility of obtaining permits, approvals, easements, etc. as required by other federal, state and local agencies.

Thank you for this opportunity to be of assistance. If you have any questions, please contact Scott Dean at (317) 234-1077 or 1-877-928-3755 (toll-free).

Sincerely,

James J. Hebenstreit, PE
Assistant Director
Division of Water

JJH/shd

Enclosure: Notice of Right to Administrative Review

cc: Local Floodplain Administrator, Tris Miles
Corps of Engineers, Chicago District
Kankakee River Basin Commission
Lake County Drainage Board
Lake County SWCD
IDNR, Division of Law Enforcement, District 10

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NOV 14 2016
LAKE COUNTY SURVEYOR

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

File No. CTS-4270

The letter or any of the conditions, limitations, and amendments which it contains may be appealed by applying for administrative review. Such review is governed by the Administrative Orders and Procedures Act, IC 4-21.5, and the Department's rules pertaining to adjudicative proceedings, 312 IAC 3-1.

In order to obtain a review, a written petition must be filed with the Division of Hearings within 18 days of the mailing date of this notice. The petition should be addressed to:

Division of Hearings
Indiana Government Center North, Room N501A
100 North Senate Avenue
Indianapolis, IN 46204

The petition must contain specific reasons for the appeal and indicate the portion or portions of the letter to which the appeal pertains.

If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural Resources will be represented by legal counsel.

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5-C-2
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

December 1, 2016

Ned Kovachevich, Director
Lake County Plan Commission
2293 North Main Street
Crown Point, Indiana 46307

RE: Variances from Development Standards

Michael Unrath (Petitioner/ Owner)
18908 Delaware Street,
Lowell, Indiana 46356

Dear Ned,

We do not object to above, since it does not appear to affect a legal drain, for construction of an accessory building with the following variances:

1) an increase to permitted square footage,
2) an increase to permitted building height,

It shall be noted that proper construction practices should be acknowledge and followed to prevent any illicit discharge into the 75' drainage easement west of location of the proposed accessory building in regards to Lake County regulated drainage ditch known as the J. Bruce Ditch.

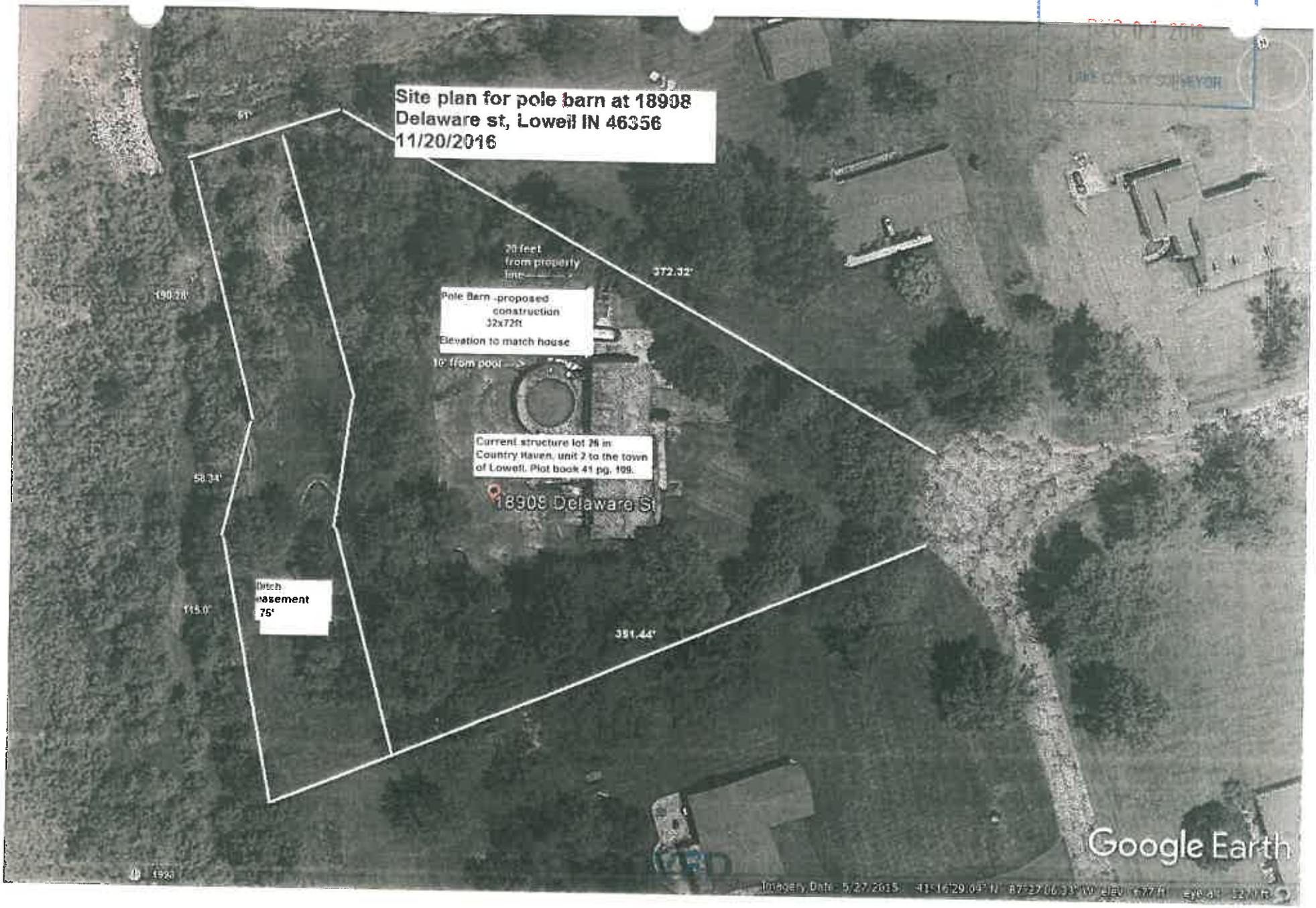
Should you have any questions or comments, please do not hesitate to contact our office@ 219-755-3745.

Sincerely,

Juan Lopez
Surveying Administrator

Enclosures
cc: Bill Emerson, Jr., *Lake County Surveyor*
Allura Jean Gray, *Chief Deputy*
Dan Gossman, *Drainage Administrator, (acting) MS4 Coordinator*
Chris Brown, MS4 *Compliance Inspector*

RECEIVED
NOV 21 2016
LAKE CO. SURVEYOR



NOV 23 2016
SIGNED
LAKE CO. HEALTH DEPT

APPROVED FOR POLE BARN

5-C-3

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

December 7, 2016

Bill Emerson, Jr.
Lake County Surveyor
2293 N. Main Street
Crown Point, Indiana 46307

RE: Pheasant Ridge Subdivision- Detention area work

Dear Bill,

As you know, we have received resident complaints regarding drainage in the Pheasant Ridge subdivision, Unit 2, between 157th and 159th just west of Cline Avenue in unincorporated Lowell. A detention area in the southern part of the sub (see attached), which takes runoff from all of Unit 2 has become badly overgrown, significantly slowing drainage from the north. An outfall which brings water from existing stormwater pipe into the NE corner of the pond is not visible, presumably buried by overgrowth.

According to the Covenants and Restrictions for the subdivision, responsibility for maintenance of this pond/detention area is given to the owners of Lots 1-9 which make up Unit 2. However, due to the need for immediate drainage relief, and given the potential cost of the initial project, the Lake County Surveyors Office and the Lake County Highways/Public Works Department, have coordinated to work together to effect drainage improvements. This will be a one-time maintenance project to re-establish positive drainage by removing trees and other obstructions; after which time the property owners will be notified that they will be expected to maintain the area per the Covenants.

To this end, both myself and Water Quality Analyst Neil Anderson, on 11/29/16 cut down several trees which were growing in the area of the pond outfall, as well as along the berm which defines the ponds' eastern boundary. Highways Department also assigned 2 workers to assist us with removal.

The Highways Department also agreed to return to the site later that day and the following day(s) with equipment to (1) mow the remaining brush/vegetation from the eastern side of the detention area, (2) expose the pipe outfall at the NE corner and to (3) re-establish the overgrown channel which conveys water to the south. (See attached).

The Surveyors Office MS4 Department will provide materials for restoration of the areas disturbed by the project including blanketing/seeding, where necessary. Highways will perform the restoration work when weather permits.

Sincerely,

Chris Brown
MS4 Compliance Inspector

Cc: Dan Gossman, Drainage Administrator
Duane Alverson, P.E., Lake County Highways Dept.
Harold Mussman, West Creek Twp. Drainage Advisory Committee Representative
Lake County Drainage Board/Advisory Committee

PHEASANT RIDGE SUBDV.
DETENTION AREA

Unincorporated Lowell/ W. Creek Twp.

Approx. Location of Pipe Outfall(Looking W.)

Approx. Location of Pipe Outfall(Looking N.)

Prepared by the Lake County Surveyor's Office
Bill Emerson Jr., Lake County Surveyor

FILE: 11-19-16PheasantRidge,#55&32

PHEASANT RIDGE SUBDV.
DETENTION AREA

Unincorporated Lowell/ W. Creek Twp.

After Cutting Trees (Looking W.)

After Cutting Trees (Looking S.)

Prepared by the Lake County Surveyor's Office
Bill Emerson Jr., Lake County Surveyor

FILE: 11-19-16PheasantRidge,#09&21

PHEASANT RIDGE SUBDV.
DETENTION AREA

Unincorporated Lowell/ W. Creek Twp.

After Mowing Pond-Side of Berm (Looking N.)

After Re-defining Channel (Looking N.)

Prepared by the Lake County Surveyor's Office
Bill Emerson Jr., Lake County Surveyor

FILE: 12-07-16PheasantRidge,#07&57

PHEASANT RIDGE SUBDV.
DETENTION AREA

Unincorporated Lowell/ W. Creek Twp.

Looking N. at Berm/Channel, Pipe Outfall Now Visible

Pipe Outfall Now Unobstructed

Prepared by the Lake County Surveyor's Office
Bill Emerson Jr., Lake County Surveyor

FILE: 12-07-16PheasantRidge,#05&31

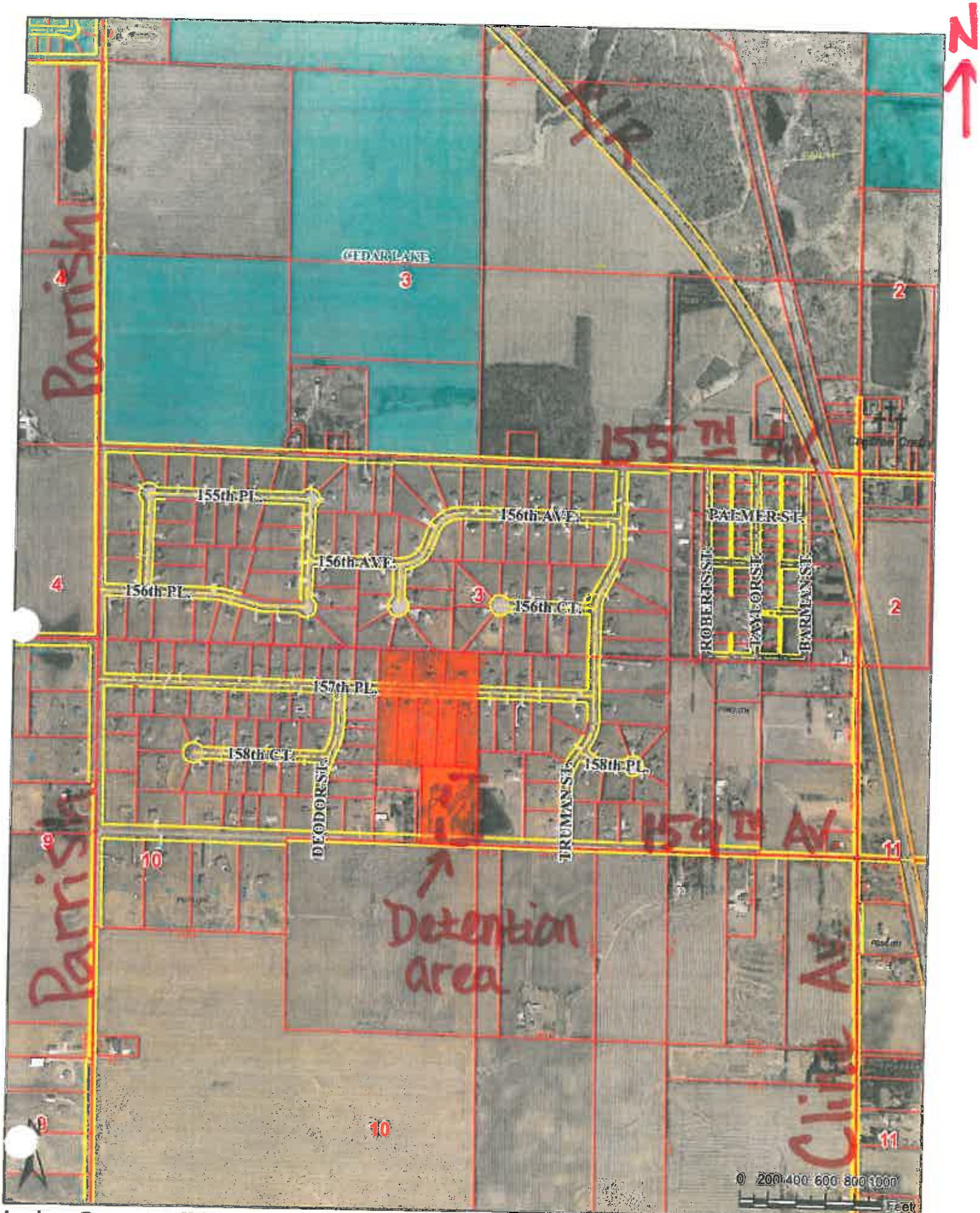
PHEASANT RIDGE SUBDV.
DETENTION AREA

Unincorporated Lowell/ W. Creek Twp.

Looking S. along Berm at Channel.

Prepared by the Lake County Surveyor's Office
Bill Emerson Jr., Lake County Surveyor

FILE: 12-07-16 PheasantRidge,#09



Lake County, IN
Date Printed: December 14, 2016

This map is to be used for tax purposes only. - Bill Emerson, Jr., Lake County Surveyor

- Pheasant Ridge Unit 2

Lake County, IN

Date Printed: December 14, 2016

This map is to be used for tax purposes only. - Bill Emerson, Jr., Lake County Surveyor

4

RESTRICTIVE COVENANTS
PHEASANT RIDGE UNIT II

This Declaration of Covenants, Restrictions, and Easements is made this ____ day of_____2000 by Three Springs Enterprise as OWNER (hereafter "DECLARANT") of the Real Estate platted as Pheasant Ridge Unit II (hereafter "REAL ESTATE"), an Addition to Lake County, Indiana.

2000 086853

RECITALS

1. The DECLARANT is the fee simple owner of the REAL ESTATE, which is more particularly described in Exhibit "A", attached hereto; and

2. The DECALRANT seeks to place upon the REAL ESTATE these Restrictions of Record to preserve the characteristics and value of the REAL ESTATE; and

3. The DECLARANT seeks to place upon the REAL ESTATE these Restrictions of Record in a recordable fashion to make clear their development and Improvement requirements concerning the REAL ESTATE.

4. The DECLARANT intends by this Declaration to impose upon the Property (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Residential Property within the Subdivision.

5. The DECLARANT is establishing these Requirements to avoid all confusion and establish clearly the intent to restrict the REAL ESTATE for the benefit of the REAL ESTATE and Owners of the REAL ESTATE, present and future, their Heirs, Personal Representatives, Successors and Assigns.

COVENANTS

NOW, THEREFORE, the DECLARANT declares that all of the REAL ESTATE located in Exhibit "A" attached hereto is held, and shall be held, subject to the provisions of this Declaration, as covenants running with the land for the benefit of the Owners of the REAL ESTATE, and their Heirs, Personal Representatives, Successors and Assigns.

1. That any Building, exclusive of a garage incident thereto used for garage purposes, or living quarters for domestic help incident thereof, shall be a single family detached Residence or Dwelling, and shall be occupied by not more than One (1) family.

FILED
NOV 30 2000
PETER BENJAMIN
LAKE COUNTY AUDITOR

16.00/Ac

1187

2. Any Residence or Dwelling House erected on Lots 1 through 29, all-inclusive, of Pheasant Ridge Unit II Subdivision Addition to Lake County, Indiana shall meet the following minimum requirements.

   (A) All One (1) story Residential Structures with basements shall have a minimum first floor area of One Thousand Five Hundred (1500) square feet.
   (B) All One and a Half (1-1/2) story Residential Structures with basements shall have a minimum total floor area of Two Thousand (2000) square feet.
   (C) All Quad-Level, Tri-Level, and Bi-Level Residential Structures shall have a minimum first floor area of One Thousand Two Hundred Fifty (1250) square feet, not including the Lower Levels of said Structure. Lower Levels may remain unfinished on Quad-Levels and Tri-Levels.
   (D) All Two (2) Story Residential Structures with basements shall have a minimum total area of Two Thousand One Hundred (2100) square feet.
   (E) All Residential Structures without a basement, or on a concrete slab, shall have a minimum first floor area Twenty (20%) percent greater than listed above. This does not pertain to Tri-Level Structures where a portion of the Structure may have a full basement.
   (F) The above minimum areas do not include Porches, Breezeways, or Attached Garages.
   (G) Any Residence or Dwelling House erected on any Parcel described in Paragraph Two (2) above, shall include an Attached or Detached Garage. All Driveways and Parking Areas shall be Rigid Surface. Rigid Surface is defined as Paving Brick, Blacktop or Rigid Poured Concrete.

3. An Architectural Committee is hereby formed consisting of Three Springs Enterprises. Prior to applying for a Building Permit from Lake County, a Parcel Owner must submit Two (2) sets of Detailed Plans, Specifications, and/or Detail Sheets to the Architectural Committee. Plans and Specifications for any Residence or Dwelling House to be erected on any Parcel must first secure the approval of the Architectural Committee, which approval shall be in writing and shall be submitted to Lake County at the time of application for a building permit.

4. The Owners of Lots One (1) through Nine (9) are Jointly and Severally responsible for the Perpetual maintenance of the Retention/Detention Ponds, and Appurtenant Storm Drainage System.

5. No Noxious or Offensive Activity shall be carried on or upon any Parcel, nor shall anything be done thereon which may be or may become an Annoyance or Nuisance to the neighborhood.

6. No Dog Kennels are to be allowed.

7. Vacant Parcels must be mowed and cut at lease Two (2) times a year.

8. A building set-back line shall be maintained on all parcels as indicated on the Subdivision Plat, provided that said requirement shall not apply to Bay Windows, Porches, Steps, Eaves, Sidewalks.

9. That no Residence, Building, or other Structure, shall be erected closer than Ten (10) feet to the side line or lines of any Parcel, the ownership of which is vested in a different person or entity than that of the parcel or parcels on which said House or Structure is to be built, provided that the Eaves, Bay Window, or Window, Open Porch, Steps, Sidewalks or Driveway shall be excluded from said requirement.

10. No Building shall be moved from another location to a Parcel in this Subdivision. No Modular Home or Pre-Fabricated Structure shall be erected on any Parcel.

11. An Easement is hereby granted to the County of Lake, Ameritech Telephone Company, and Northern Indiana Public Service Company, severally, and their respective Successors and Assigns, to install, Lay, Erect, Construct, Renew, Operate, Repair, Replace, and Maintain Sewers, Water Mains, Gas Mains, Conduits, Cables, Poles, and Wires, either overhead or underground, with all necessary Braces, Guys, Anchors, and other Appliances In, Upon, Along, and Over the strip of land designated by dotted lines on the plat and marked "easement" for the purpose of serving the public in general with Sewer, Water, Gas, Electricity, and Telephone Service, including the rights to use the streets where necessary and to overhand Parcels with aerial service wires to serve adjacent Parcels, together with the right to enter upon the said Easements for public utilities at all times for any and all the purposes aforesaid, and to trim and keep trimmed any Trees, Shrubs, or Saplings that interfere with any such utility equipment. No Permanent Building shall be placed on said Easement, but same may be used for Gardens, Shrubs, Landscaping and other Purposes that do not interfere with the use of said Easement for such Public Utility purpose.

12. These Covenants are to run with the land and shall be binding an all Parties claiming under them until January 1, 2011, at which time such Covenants shall be automatically extended for successive periods of Ten (10) years unless by a majority vote of the then-Owners of the Parcels, it is agreed to change the said Covenants in whole or part.

13. If any Person, Persons, Firm or Corporation upon whom these Covenants are binding shall Violate, Break, or Attempt to Violate or Break, any One (1) or

more of these Covenants, any of the Owners of the Parcels described in said Platted Subdivision of the County of Lake may proceed at Law or in Equity, or by any other appropriate Legal Proceeding to prevent any such violation of any of said Covenants, and in addition thereto recover damages for any such violation. It is not the intent herein that if a violation shall occur that there shall be a forfeiture or Reversion by reason thereof.

The right to enforce these provisions by Restraining Order or injunction together with the right to cause the removal by due process of Law of any Structure or any part thereof Erected or Maintained in violation thereof, is hereby dedicated to the Public, the County of Lake, and reserved to the several Owners of the several Parcels in this Subdivision, and to their Heirs, Personal Representatives, Successors, and Assigns.

14. Invalidation of any One (1) of these Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12/15/2000 Book 89 Page 69
Instrument Number 2000-091006
PHEASANT RIDGE UNIT 2
Filed in the State of Indiana, County of Lake
By Recorder MORRIS W. CARTER

Pheasant Ridge Unit 2

An Addition to Lake County, Indiana

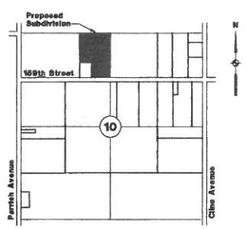
80 0 80 160 240 320

SCALE: 1"=80'

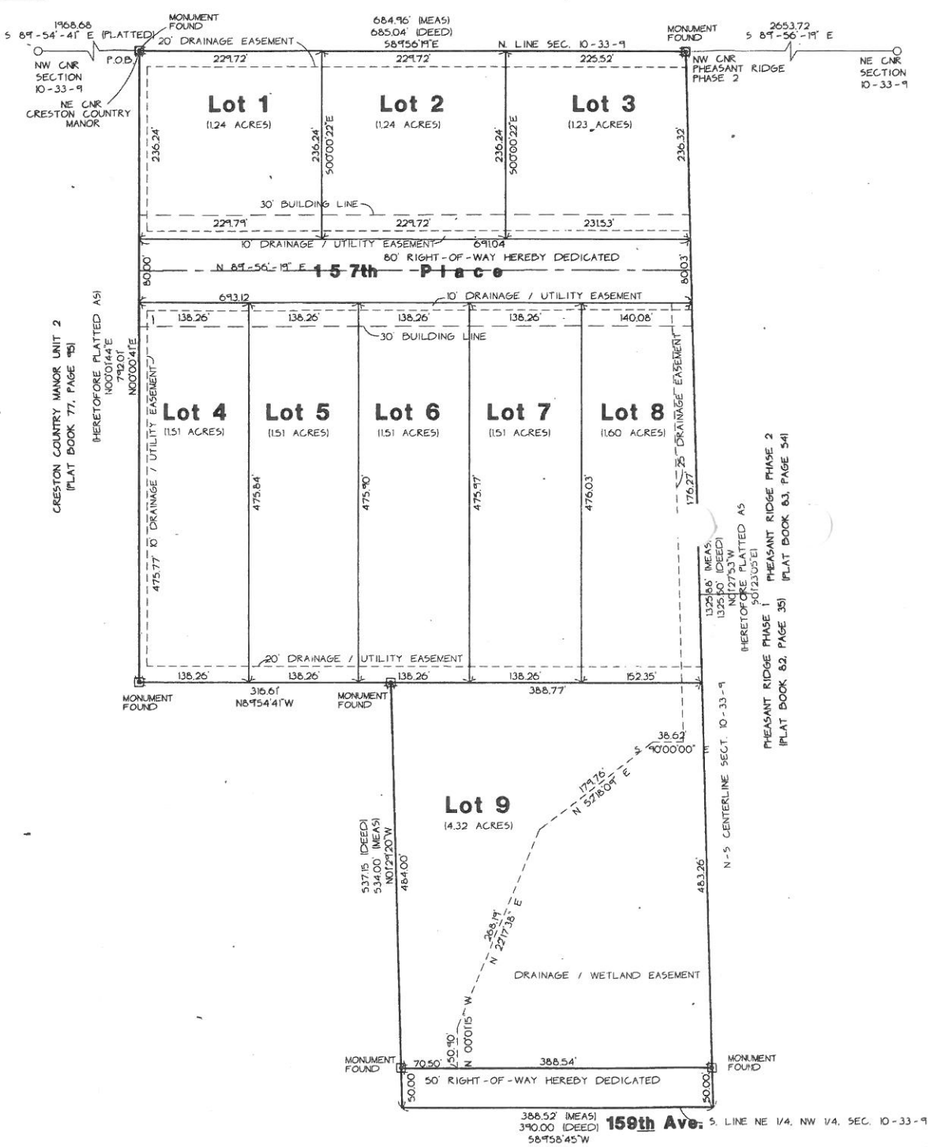
North
Scale: 1"=80'

ALL PLATTED FROM
KEY 1-58-18834
DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

DEC 1, 2000
NEW KEY 1-217-1to9
PETER BENJAMIN
LAKE COUNTY AUDITOR
LOTS 1to9



Section 10-33-9
Vicinity Map



Legal Description:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P.M. BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10 BEING, SOUTH 89 DEGREES 54 MINUTES 41 SECONDS EAST (PER PLAT OF CRESTON COUNTRY MANOR UNIT 2, PLAT BOOK 77 PAGE 95) 1968.68 FEET ALONG THE NORTH LINE OF CRESTON COUNTRY MANOR UNIT 2, FROM THE MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 684.96 FEET TO THE NORTHWEST CORNER OF PHEASANT RIDGE PHASE 2 AS PLATTED IN PLAT BOOK 83, PAGE 54 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA, THENCE SOUTH 01 DEGREE 27 MINUTES 53 SECONDS EAST (HERETOFORE PLATTED AS SOUTH 01 DEGREE 23 MINUTES 05 SECONDS) ALONG THE WEST LINE OF SAID PHEASANT RIDGE PHASE 2 AND PHEASANT RIDGE PHASE 1, AS RECORDED IN PLAT BOOK 82, PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, A DISTANCE OF 1325.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, THENCE SOUTH 89 DEGREES 58 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 388.52 FEET, THENCE NORTH 01 DEGREE 29 MINUTES 20 SECONDS WEST, A DISTANCE OF 534.00 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST, A DISTANCE OF 316.61 FEET TO THE EAST LINE OF SAID CRESTON COUNTRY MANOR UNIT 2, THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS EAST (HERETOFORE PLATTED AS NORTH 00 DEGREES 01 MINUTE, 44 SECONDS EAST) ALONG THE EAST LINE OF SAID CRESTON COUNTRY MANOR UNIT 2, A DISTANCE OF 792.01 FEET TO THE POINT OF BEGINNING, CONTAINING 16.96 ACRES, IN LAKE COUNTY, INDIANA.

"WE THE UNDERSIGNED, THREE SPRINGS ENTERPRISES L.L.C. [redacted] AS OWNER OF REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "PHEASANT RIDGE UNIT 2". ALL STREETS, ALLEYS, PARKS AND OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED, AREA HEREBY DEDICATED TO THE PUBLIC. FRONT AND SIDE YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BULIDING STRUCTURE."

UTILITY EASEMENT: AN EASEMENT IS HEREBY GRANTED TO THE COUNTY OF LAKE, ALL PUBLIC UTILITY COMPANIES INCLUDING AMERITECH TELEPHONE COMPANY AND NORTHERN INDIANA PUBLIC SERVICE COMPANY SEVERALLY, AND PRIVATE UTILITY COMPANIES WHERE THEY HAVE A "CERTIFICATE OF TERRITORIAL AUTHORITY" TO RENDER SERVICE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES - EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIP OR STRIPS OF LAND DESIGNATED ON THIS PLAT AND MARKED "UTILITY" AND "EASEMENT" FOR THE PURPOSE OF SERVING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC AND TELEPHONE SERVICE; INCLUDING THE RIGHT TO UTILIZE THE STREET RIGHT(S)-OF-WAY WHERE NECESSARY, AND TO OVERLAND LOTS WITH AERIAL SERVICE WIRES TO SERVICE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY AND ALL PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS AND/OR SAPLINGS WHICH MAY INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES WHICH DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

DRAINAGE EASEMENT: AN EASEMENT IS HEREBY GRANTED TO THE COUNTY OF LAKE FOR THE INSTALLATION AND/OR MAINTENANCE OF A DRAINAGE SWALE, DITCH OR WATERWAY UPON OR ALONG THE STRIP OR STRIPS OF LAND DESIGNATED ON THE PLAT AND MARKED "DRAINAGE" AND "EASEMENT" FOR THE PURPOSE OF STORAGE OR CONVEYENCE OF STORM WATER RUN-OFF.

ACCESS EASEMENT: AN EASEMENT IS HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE OF PUBLIC AND PRIVATE ACCESS WITHIN, OVER AND/OR ACCROSS THE STRIP OR STRIPS OF LAND DESIGNATED UPON THE PLAT AND MARKED "ACCESS" AND "EASEMENT". INSTALLATION AND/OR MAINTENANCE OF ROADS, DRIVES OR ACCESSWAYS UPON OR ALONG THESE EASEMENTS SHALL BE THE RIGHTS AND RESPONSIBILIES OF THE PROPERTY OWNER(S) DIRECTLY ADJACENT, SUBJECT TO ANY AGREEMENTS, COVENANTS, RESTRICTIONS AND/OR LIMITATIONS SET FORTH BETWEEN SAID PARTIES OR GOVERNING MUNICIPAL AGENCIES.

WITNESS MY HAND AND SEAL THIS 27TH DAY OF November 2000

Jeffery S. Baker General Partner
FOR THREE SPRINGS ENTERPRISES L.L.C. [redacted]

STATE OF INDIANA)
COUNTY OF LAKE) SS:
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED Jeffery S. Baker
AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS ~~OR HER~~ VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY HAND AND NOTORIAL SEAL
THIS 27TH DAY OF November 2000.

Douglas F. Homeier
NOTARY PUBLIC
A RESIDENT OF LAKE COUNTY
MY COMMISSION EXPIRES: 9-29-2007

OFFICIAL SEAL
DOUGLAS F. HOMEIER
NOTARY PUBLIC - INDIANA
LAKE COUNTY
My Comm. Expires 9-29

I, ARTHUR R. DAVIS, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY SHH ENGINEERS AND SURVEYORS ON MAY 15, 2000 THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Arthur R. Davis
ARTHUR R. DAVIS, REG. LAND SURVEYOR #50555

BY ACCEPTANCE OF THIS PLAT, THE COUNTY ASSUMES NO LIABILITY FOR MAINTENANCE OF DRAINAGE SWALES, DITCHES AND TILES, ROADSIDE DITCHES, STORM AND SANITARY SEWERS, SEPTIC SYSTEMS, RETENTION AND DETENTION PONDS, OVERFLOW PIPES, AND PARK AREAS FOUND ON THE ENTIRE PLAT.

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, THIS PLAT WAS GIVEN BY THE COUNTY OF LAKE AS FOLLOWS: APPROVED BY THE COUNTY PLAN COMMISSION AT A MEETING HELD ON

October 3, 2000

William Lain — PRESIDENT - WILLIAM LAIN
Wildur P. Cox — SECRETARY - WILDUR P. COX

THIS IS TO CERTIFY THAT I HAVE CHECKED AND VERIFIED THE BOUNDARY CLOSURE FOR THE PLAT SHOWN HEREON.

RICHARD HARDESTY, RLS, FOR GEORGE VAN TIL, LAKE CO. SURVEYOR.

REVISIONS	BY

SHH INC
ENGINEERS AND SURVEYORS
THE SOLID CHOICE
7805 TAFT STREET, SUITE "A" * MERRILLVILLE, INDIANA 46410
TEL: (219) 791-9813 * FAX: (219) 791-9803

REGISTERED LAND SURVEYOR
NO. 50555
STATE OF INDIANA

PREPARED FOR:
THREE SPRINGS DEVELOPMENT
12132 HAWTHORNE PLACE
CEDAR LAKE, INDIANA 46303

PHEASANT RIDGE UNIT 2
FINAL PLAT

DATE	06/30/00
DRAWN	JMA/AJB
APPROVED	DFH
SCALE	1"=80'
FILE	02153FP

SHEET FP OF SHEETS

5-D-4
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

NOTICE TO PROCEED

November 17, 2016

R.A. Oros, Inc.
8244 Greenwood Avenue
Munster, Indiana 46321

Contract No. 2016-LC-5; Contract Amount: $ 48,765.50
Project: 2016 Main Beaver Dam Ditch
1423 Edgewater, Crown Point, Center Township

The Lake County Surveyor's Office on behalf of the Lake County Drainage Board, in accordance with the provisions of the contracts general conditions, you are hereby notified to commence work on the subject contract on or before November 28, 2016 and are to fully complete the work within 180 consecutive calendar days in accordance with your contract completion date of May 27, 2017.

A pre-construction meeting is scheduled for Wednesday November 23, 2016 at 1:00pm in the Lake County Surveyor's office. Please be prepared to submit a construction schedule on or before this meeting. One copy of the executed contract is enclosed for your files.

As stated in the contract documents for this project, no extra work or change order is to be started without written authorization from the Lake County Surveyor's Office.

Sincerely,

Daniel V. Gossman

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Cliff Duggan, Legal Advisor
Tom Regalado, Asst Drainage Admn
Mary Ellen Kupsik, Drainage Board Secretary
Dave Hubinger, Center Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee

5-D-5
12-21-16

Indiana Department of Environmental Management

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Michael R. Pence
Governor

Carol S. Comer
Commissioner

November 28, 2016

VIA CERTIFIED MAIL 91 7190 0005 2710 0052 7424

Mr. Dan Gossman
Lake County Surveyor
2293 North Main Street
Crown Point, IN 46307

Dear Mr. Gossman:

Re: Section 401 Water Quality Certification
Project: Turkey Creek Bank Stabilization
IDEM No.: 2016-557-45-MTM-A
County: Lake

The Office of Water Quality has reviewed your application for Section 401 Water Quality Certification dated September 8, 2016, and received September 21, 2016. According to the application, on a portion of Turkey Creek you propose to place riprap on the lower half of the bank on both sides. The remaining upper portion of the bank will be covered with an erosion blanket. The project will impact 625 linear feet of the Turkey Creek. The purpose of the work is bank stabilization. The project is located in the Northeast ¼, Section 15, Township 35 North, Range 9 West, Schererville, Lake County.

Based on available information, it is the judgment of this office that the proposed project will comply with the applicable provisions of 327 IAC 2 and Sections 301, 302, 303, 306, and 307 of the Clean Water Act if you comply with the conditions set forth below. Therefore, subject to the following conditions, the Indiana Department of Environmental Management (IDEM) hereby grants Section 401 Water Quality Certification for the project described in your application received September 21, 2016. Any changes in project design or scope not detailed in the application described above or modified by the conditions below are not authorized by this certification.

CONDITIONS OF THE SECTION 401 WATER QUALITY CERTIFICATION:

You shall:

1) Allow the commissioner or an authorized representative of the commissioner (including an authorized contractor), upon the presentation of credentials:

RECEIVED
DEC 01 2016
LAKE COUNTY SURVEYOR

a) to enter your property, including impact and mitigation site(s);
b) to have access to and copy at reasonable times any records that must be kept under the conditions of this certification;
c) to inspect, at reasonable times, any monitoring or operational equipment or method; collection, treatment, pollution management or discharge facility or device; practices required by this certification; and any mitigation wetland site;
d) to sample or monitor any discharge of pollutants or any mitigation site.

2) Complete all approved discharges no later than two (2) years of the date of issuance of this Section 401 Water Quality Certification. You may request a one (1) year extension to the Section 401 Water Quality Certification by submitting a written request ninety (90) days prior to the deadline stated above. The written request shall contain an account of which discharges and mitigation have been completed and list the reasons an extension is requested.

3) Deposit any dredged material in a contained upland disposal area to prevent sediment runoff to any waterbody.

4) Install erosion control methods prior to any soil disturbance to prevent soil from leaving the construction site. Appropriate erosion control methods include, but are not limited to, straw bale barriers, silt fencing, erosion control blankets, phased construction sequencing, and earthen berms. Monitor and maintain erosion control structures and devices regularly, especially after rain events, until all soils disturbed by construction activities have been permanently stabilized.

5) Allow no construction equipment, temporary run-arounds, coffer dams, temporary causeways, temporary crossings, or other such structures to enter or be constructed within any waterbody, unless specifically stated, depicted, or detailed in the aforementioned correspondence and project plans. A modification of this Section 401 Water Quality Certification is required from this office if any of the aforementioned items are needed for project construction.

6) Remove any temporary causeway or other approved temporary structures used to facilitate construction or access upon completion of construction activities.

This certification does not relieve you of the responsibility of obtaining any other permits or authorizations that may be required for this project or related activities from IDEM or any other agency or person. You may wish to contact the Indiana Department of Natural Resources at 317-232-4160 (toll free at 877-928-3755) concerning the possible requirement of natural freshwater lake or floodway permits. In addition, you may wish to contact IDEM's Storm Water Permits Section at 317-233-1864 concerning the possible need for a 327 IAC 15-5 (Rule 5) permit if you plan to disturb greater than one (1) acre of soil during construction.

This certification does not:

(1) authorize impacts or activities outside the scope of this certification;
(2) authorize any injury to persons or private property or invasion of other private rights, or any infringement of federal, state or local laws or regulations;
(3) convey any property rights of any sort, or any exclusive privileges;
(4) preempt any duty to obtain federal, state or local permits or authorizations required by law for the execution of the project or related activities; or
(5) authorize changes in the plan design detailed in the application.

Failure to comply with the terms and conditions of this Section 401 Water Quality Certification may result in enforcement action against you. If an enforcement action is pursued, you could be assessed up to $25,000 per day in civil penalties. You may also be subject to criminal liability if it is determined that the Section 401 Water Quality Certification was violated willfully or negligently.

This certification is effective eighteen (18) days from the mailing of this notice unless a petition for review and a petition for stay of effectiveness are filed within this 18-day period. If a petition for review and a petition for stay of effectiveness are filed within this period, any part of the certification within the scope of the petition for stay is stayed for fifteen (15) days, unless or until an Environmental Law Judge further stays the certification in whole or in part.

This decision may be appealed in accordance with IC 4-21.5, the Administrative Orders and Procedures Act. The steps that must be followed to qualify for review are:

1) You must petition for review in writing that states facts demonstrating that you are either the person to whom this decision is directed, a person who is aggrieved or adversely affected by the decision, or a person entitled to review under any law.

2) You must file the petition for review with the Office of Environmental Adjudication (OEA) at the following address:

   Office of Environmental Adjudication
   100 North Senate Avenue
   IGCN Room N501
   Indianapolis, IN 46204

3) You must file the petition within eighteen (18) days of the mailing date of this decision. If the eighteenth day falls on a Saturday, Sunday, legal holiday, or other day that the OEA offices are closed during regular business hours, you may file the petition the next day that the OEA offices are open during regular business hours. The petition is deemed filed on the earliest of the following dates: the date it is personally delivered to OEA; the date that the envelope containing the petition is postmarked if it is mailed by United States mail; or, the date it is shown to have been

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DEC 01 2016
LAKE COUNTY SURVEYOR

deposited with a private carrier on the private carrier's receipt, if sent by private carrier.

Identifying the certification, decision, or other order for which you seek review by number, name of the applicant, location, or date of this notice will expedite review of the petition.

Note that if a petition for review is granted pursuant to IC 4-21.5-3-7, the petitioner will, and any other person may, obtain notice of any prehearing conferences, preliminary hearings, hearings, stays, and any orders disposing of the proceedings by requesting copies of such notices from OEA.

If you have procedural questions regarding filing a petition for review you may contact the Office of Environmental Adjudication at 317-232-8591.

If you have any questions about this certification, please contact Marty Maupin, Project Manager, by phone at 317-223-9880 or by e-mail at mmaupin@idem.in.gov.

Sincerely,

B. Wolff

Brian Wolff, Branch Chief
Surface Water, Operations, and Enforcement
Office of Water Quality

cc: Paul Leffler, USACE – Chicago District
Liz McCloskey, USFWS
Stephanie Trapp, Regional Env. Biologist, IDNR

IDEM
Karla Kindrick
100 NORTH SENATE AVE.
INDIANAPOLIS IN 46204

91 7190 0005 2710 0052 7424

Dan Gossman
Lake County Surveyor
2293 N Main St
Crown Point IN 46307

Z900000813720

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LAKE COUNTY SURVEYOR

5-D-5
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

November 17, 2016

R.A. Oros
8244 Greenwood Avenue
Munster, IN 46321

Re: 2016 Turkey Creek Bank Stabilization
Joliet Street to James Wittchen Drive
Schererville, St John Township

Dear Mr. Poppa,

At the Lake County Drainage Board Meeting held Wednesday, November 16, 2016, the bid was awarded for the above-mentioned maintenance project. The bid received from R.A. Oros, Inc. was not the successful bidder. Therefore, the "Cashier's check" from R.A. Oros is being returned to the contractor.

The Lake County Surveyor/Lake County Drainage Board appreciates your interest in our drainage maintenance projects and look forward to your company's submittals in the future.

Sincerely,

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Cliff Duggan, Legal Advisory
Lake County Drainage Board & Advisory Committee

Received by: _____ Date: 11/17/16

first
first financial bank

OFFICIAL CHECK

186049

Date: 9/20/16

Branch: 0742

REMITTER R. A. OROS, INC.

PAY TO THE ORDER OF EXACTLY **6,185 AND 12/100 DOLLARS $******6,185.12

LAKE COUNTY DRAINAGE BOARD

PURPOSE: Bid Bond Turkey Creek 2016

BY AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈0000186049⑈ ⑆042200910⑆ 5316313695⑈

If this instrument is designated on its face as a money order then the following applies:

LIMITED RECOURSE:
This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only effective against the endorser. This means that persons receiving this Money Order should accept it only from those known to them and against whom they have effective recourse.

PURCHASER'S AGREEMENT:
You, the purchaser, agree to immediately complete this Money Order by filing in the front of the Money Order, signing it, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

5-D-5
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

NOTICE OF AWARD

November 16, 2016

Delta III, Inc.
2063 W. 1250 S.
Hanna, Indiana 46340

Contract No. 2016-LC-6; Contract Amount: $52,246.00
Project: 2016 TURKEY CREEK BANK STABILIZATION
Joliet Street to James Wittchen Drive, Schererville, St John Twp.

The Lake County Surveyor's Office on behalf of the Lake County Drainage Board, in accordance with the provisions of the contracts general conditions, you are hereby notified of the 2016 TURKEY CREEK BANK STABILIZATION Joliet Street to James Wittchen Drive, Schererville, St John Twp., contract to Delta III Inc.

Please contact our office to schedule a time during the week of November 28 through December 2, 2016 to sign the contract. As per Indiana Code 36-9-27-78 *"Upon execution of the contract, the successful bidder shall give to the board a bond payable to the board, in an amount fixed by the board but not less than the amount of the bid, and with a corporate surety licensed to do business in Indiana. The bond must be conditioned on the faithful performance of the contract and the payment of all expenses and damages incurred under the contract, including payment of all suppliers, laborers, and subcontractors. However, in lieu of a corporate surety bond, the board may accept:*

1) *a cash bond;*
2) *a property bond; or*
3) *a bond from a sufficiently financed private bonding company".*

A notice to proceed along with a pre-construction meeting will be scheduled as soon as the contract is signed and the bond is posted.

Sincerely,

Daniel V. Gossman

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Cliff Duggan, Legal Advisor
Peter Katic, Drainage Board Attorney
Tom Regalado, Asst Drainage Admn
Jean Shepherd, St John Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee

5-E-1
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

December 15, 2016

Bill Emerson, Jr.
Lake County Surveyor
2293 North Main Street
Crown Point, Indiana 46307

RE: West Creek Maintenance – 125th Ave to 133rd Ave
Invoice's #1354 - #1355 - #1356 Review

Dear Bill,

I have reviewed the Invoice's #1354-#1355-#1356 from R.A. Oros dated November 17, 2016 in the respective amounts of $34,212.50; $29,796.32; $18,000.00 (see attached) in reference to work on the West Creek Maintenance project. An inspection was made on December 15, 2016.

After the inspection, staff confirms the invoices submitted are consistent with the work accomplished to date. Therefore, it is recommended that the contractor receive payment for the invoiced amount.

Should you have any questions or comments, or require additional information, please do not hesitate to let me know.

Sincerely,

Daniel V. Gossman

Daniel V. Gossman
Drainage Administrator

Cc: Chris Brown, MS4 Compliance Inspector
Cliff Duggan, Legal Advisor
Ken Huseman, Hanover Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee
Emil Poppa, R.A. Oros Inc.

Office of the Lake County Surveyor

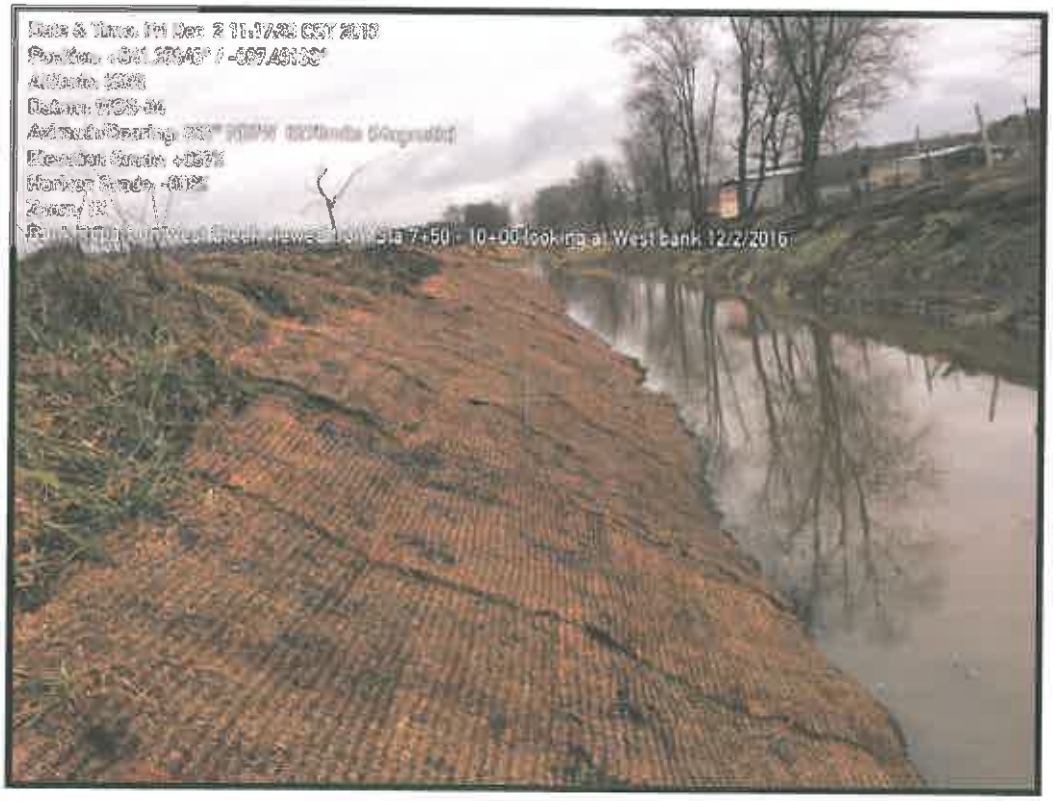
Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

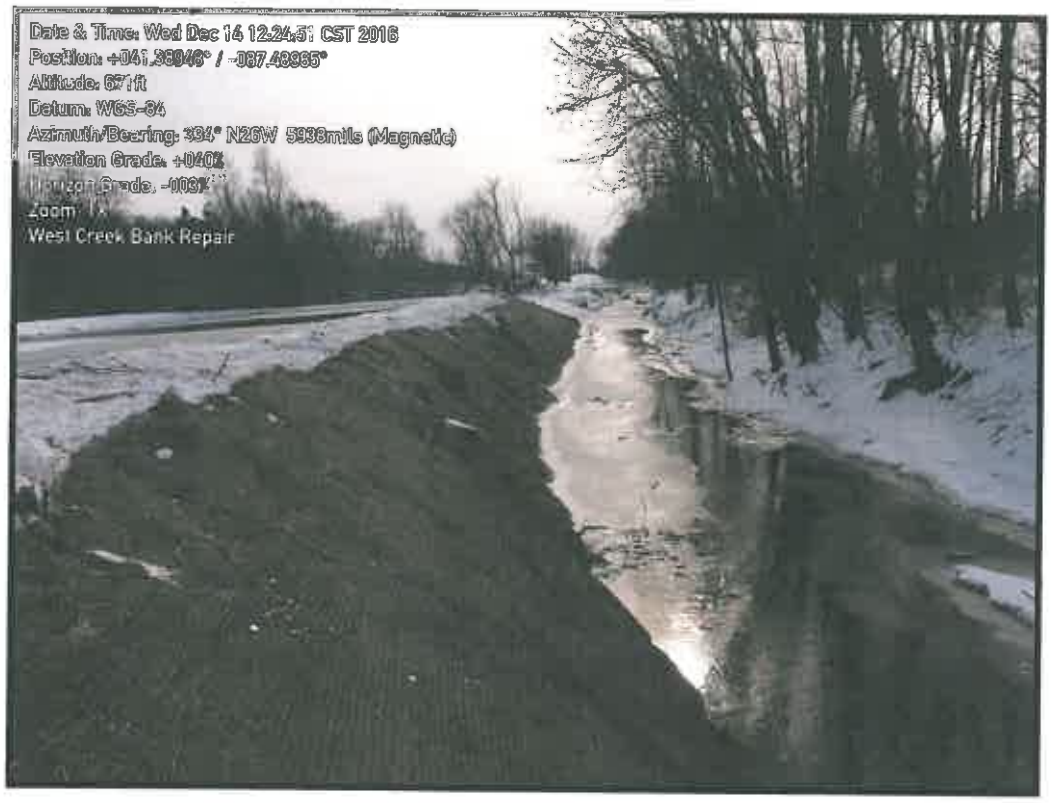
Bill Emerson, Jr.
County Surveyor

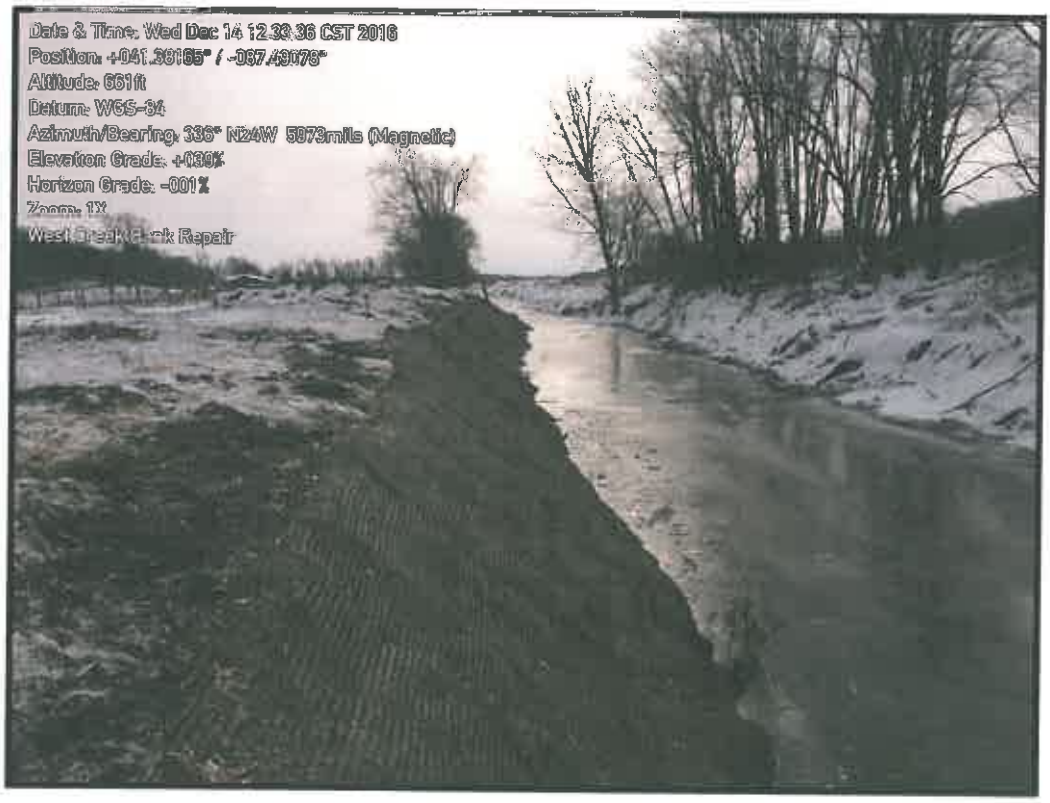


Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor





R. A. Oros, Inc.

6244 Greenwood Ave.
Munster, IN 46321

Invoice

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NOV 17 2016
LAKE COUNTY SURVEYOR

Bill To:
Lake County Surveyor's Office Attn: Dan Gossman 2293 N. Main Street Crown Point, IN. 46307

Date	Invoice No.	P.O. Number	Terms	Project
11/17/16	1354	Draw No. 2		West Creek Maintenance

Item	Description	Quantity	Rate	Amount
Log Jam Removal	Line Item 1 Log Jam Removal (Clearing & Snagging), Tree Clearing	1	40,250.00	40,250.00
Retainage	15% Retainage		-15.00%	-6,037.50
Thank you for your business.			**Total**	**$34,212.50**

Office: (219) 838-4942 Fax: (219) 838-7624 E-mail: elpop@comcast.net

R. A. Oros, Inc.

8244 Greenwood Ave.
Munster, IN 46321

Invoice

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NOV 17 2016
LAKE COUNTY SURVEYOR

Bill To:
Lake County Surveyor's Office Attn: Dan Gossman 2293 N. Main Street Crown Point, IN. 46307

Date	Invoice No.	P.O. Number	Terms	Project
11/17/16	1355	Draw No. 3		West Creek Maintenance

Item	Description	Quantity	Rate	Amount
Slope Repair	Line Item3 Channel Excavation Slope Repair	1,285	14.50	18,632.50
Erosion Control Materials	Line Item 7 Erosion Blanket (Special)	2,856	5.75	16,422.00
Retainage	15% Retainage		-5,258.18	-5,258.18
Thank you for your business.			**Total**	**$29,796.32**

Office: (219) 838-4942 Fax: (219) 838-7624 E-mail: elpop@comcast.net

R. A. Oros, Inc.

244 Greenwood Ave.
Munster, IN 46321

Invoice

RECEIVED
NOV 17 2016
LAKE COUNTY SURVEYOR

Bill To:
Lake County Surveyor's Office Attn: Dan Gossman 2293 N. Main Street Crown Point, IN. 46307

Date	Invoice No.	P.O. Number	Terms	Project
11/17/16	1356	Draw No. 4		West Creek Maintenance

Item	Description	Quantity	Rate	Amount
Retainage	Billing for retainage from Draw No. 1, dated 9/9/15		18,000.00	18,000.00
Thank you for your business.			**Total**	**$18,000.00**

Office: (219) 838-4942 Fax: (219) 838-7624 E-mail: elpop@comcast.net

5-E-4
12-21-16

Daniel Gossman

From: MAUPIN, MARTY <MMAUPIN@idem.IN.gov>
Sent: Friday, November 18, 2016 3:17 PM
To: Daniel Gossman
Subject: RE: Stoney Run Ditch Middle Branch Lateral No.4 RGP Notification

If it is one step dredging, no contouring of the banks, no fill in wetlands, dredged material to be put in upland areas of agricultural field. A Section 401 Water Quality Certification is not required.

Marty Maupin
Office of Water Quality
Phone: 317-233-2471
E-Mail: mmaupin@idem.in.gov

From: Daniel Gossman [mailto:gossmdv@lakecountyin.org]
Sent: Friday, November 18, 2016 1:36 PM
To: MAUPIN, MARTY
Subject: RE: Stoney Run Ditch Middle Branch Lateral No.4 RGP Notification

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Marty,

Any update for me?

Dan

From: MAUPIN, MARTY [mailto:MMAUPIN@idem.IN.gov]
Sent: Wednesday, October 26, 2016 9:14 AM
To: Daniel Gossman
Subject: RE: Stoney Run Ditch Middle Branch Lateral No.4 RGP Notification

Based on an e-mail I wrote in August you must have submitted a Regional General Permit Notification form. Unfortunately, I cannot find it on my desk. Do you have a copy you can send me?

Marty Maupin
Office of Water Quality
Phone: 317-409-7579
E-Mail: mmaupin@idem.in.gov

From: Daniel Gossman [mailto:gossmdv@lakecountyin.org]
Sent: Thursday, August 25, 2016 1:28 PM
To: MAUPIN, MARTY
Subject: RE: Stoney Run Ditch Middle Branch Lateral No.4 RGP Notification

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

5-E-8
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

NOTICE OF AWARD

November 16, 2016

Delta III, Inc.
2063 West 1250 South
Hanna, Indiana 46340

Emergency Project: 2016 Bruce Ditch – Emergency Bank Repair
West of Norfolk Southern Railroad near 10150 219th Avenue – West Creek Twp.
Amount: $22,125.00

The Lake County Surveyor's Office on behalf of the Lake County Drainage Board, in accordance with the provisions of the specifications general conditions, you are hereby notified of the 2016 Bruce Ditch – Emergency Bank Repair near 10150 219th Avenue, award to Delta III, Inc.

A notice to proceed will be sent.

Sincerely,

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Cliff Duggan, Legal Advisor
Peter Katic, Drainage Board Attorney
Tom Regalado, Asst Drainage Admn
Harold Mussman, West Creek Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee

5-E-8
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

NOTICE TO PROCEED

November 17, 2016

Delta III, Inc.
Michael Eaton
2063 West 1250 South
Hanna, Indiana 46340

Emergency Project: 2016 Bruce Ditch – Emergency Bank Repair
West of Norfolk Southern Railroad near 10150 219th Avenue – West Creek Township
Amount: $22,125.00

The Lake County Surveyor on behalf of the Lake County Drainage Board, in accordance with the specifications, you are hereby notified to commence work immediately on the above emergency work on or before November 21, 2016.

Please submit a schedule as to your anticipated completion. Please coordinate a utility locate for the project site, and contact the property owner (Jody Herr) prior to starting. Should you have any additional questions or comments, please do not hesitate to contact our office.

Sincerely,

Daniel V. Gossman

Daniel V. Gossman
Drainage Administrator

Cc: Bill Emerson, Jr., Lake County Surveyor
Cliff Duggan, Legal Advisor
Tom Regalado, Asst Drainage Admn
Mary Ellen Kupsik, Drainage Board Secretary
Harold Mussman, West Creek Township Advisory Committee Representative
Lake County Drainage Board & Advisory Committee

6-A
12-21-16

RECEIVED
SEP 19 2016
LAKE COUNTY SURVEYOR

LAKE COUNTY DRAINAGE BOARD

RE: The Obstruction of Private Drainage

Comes now Paul + Christine Gesiakowski, who petitions the Lake County Drainage Board, per IC 36-9-27.4, for removal of drainage obstruction(s). Petitioner, in support of the petition, advised the Board that:

1. Petitioner is the owner of tract Lot 4 in JAMAR Estates per the records of the Lake County Auditor and that said tract is upstream of a drainage obstruction within a private tile drain or a defined natural surface water channel, causing an adverse effect on petitioners tract.

2. An obstruction to drainage exists on the downstream tract owned by See attached sheet which is listed on the Auditors Records as tract number See attached sheet and whose address is shown as see attached sheet. Said obstruction is caused by See attached and is located see attached

3. The petitioner has requested in writing & sent return receipt requested to the above named downstream owner, to remove the obstruction and at this time the obstruction has not been removed. In support of this there is attached a copy of the letter requesting the removal of the obstruction with the original return receipt. It has been thirty (30) or more days since the receipt of the letter by the above downstream owner.

4. Petitioner has submitted a copy of the Auditors Tax Map showing location of drain; location of obstruction; drainage shed of drain; and size of drain if tiled.

5. Petitioner has submitted a list of owners within the drainage shed of the private tile or natural stream showing names of owners; owners address; parcel number; and acres in tract. All of this information is per the Auditors Record. Also included is the estimated acres benefited by the drain for each tract listed.

6. Petitioner believes that the obstruction was: (Mark One)
   ____ Caused intentionally by the downstream owner.
   X Not caused intentionally by the downstream owner.

Paul Gesiakowski
Signed

Paul Gesiakowski
Printed

(219) 689-6831 (219) 801-6648
Phone Number(s)

Christine Gesiakowski
Signed

Christine Gesiakowski
Printed

10353 Cline Avenue
Address Crown Point

6-B
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

LAKE COUNTY DRAINAGE BOARD
LAKE COUNTY, INDIANA
I.C. 36-9-27.4

RE: Obstruction of Private Drainage

Comes now Lake County Highway Department, who petitions the Lake County Drainage Board, per IC 36-9-27.4, for removal of drainage obstruction(s). Petitioner,in support of the petition, advised the Board that:

1. Petitioner is the owner of roads 133rd Avenue west of State Road 55 and 132nd Lane in South Point Estates 2nd Addition per the records of the Lake County Auditor and Indiana Department of Transportation and that said tract is upstream of a drainage obstruction within a private tile drain or a defined natural surface water channel, causing an adverse effect on petitioners tract.

2. An obstruction to drainage exists on the downstream tract owned by Addison, Guy and Judith Addison Revocable Living Trust which is listed on the Auditors Records as tract number 45-16-28-100-001.000-041 and whose address is shown as 13411 Grant Street, Crown Point, IN 46307. Said obstruction is caused by Failed Field Tile and Grassed Waterway and is located on and across the northern portion of said tract of land referenced above.

3. The petitioner has requested in writing & sent return receipt requested to the above named downstream owner, to remove the obstruction and at this time the obstruction has not been removed. In support of thisthere is attached a copy of the letter requesting the removal of the obstruction with the original return receipt. It has been thirty (30) or more days since the receipt of the letter by the above downstream owner.

4. Petitioner has submitted a copy of the Auditors Tax Map showing location of drain; location of obstruction; drainage shed of drain; and size of drain if tiled.

5. Petitioner has submitted a list of owners within the drainage shed of the private tile or natural stream showing names of owners; owners address; parcel number; and acres in tract. All of this information is per the Auditors Record. Also included is the estimated acres benefited by the drain for each tract listed.

6. Petitioner believes that the obstruction was: (Mark One)
   _____Caused intentionally by the downstream owner.
   __X_____Not caused intentionally by the downstream owner.

Signed

MARCUS W. MALCZEWSKI
Printed

219 663 0525
Phone Number(s)

11-8-2016
Signed

DUANE A. ALVERSON
Printed

LAKE COUNTY HIGHWAY DEPARTMENT
1100 E. MONITOR STREET
Address CROWN POINT, IN 46307

6-C
12-21-16

APPLICATION NO. 303-12-16-I-II-III

APPLICATION FOR PERMISSION TO PERFORM THE FOLLOWING TASK(S) WITHIN A REGULATED DRAIN
[PLEASE CHECK THE APPROPRIATE BOX]

☒ I. **WORK WITHIN A REGULATED DRAIN**

☒ II. **CONNECT/DISCHARGE INTO THE DRAIN/EASEMENT**

☒ III. **PLACE TEMPORARY/PERMANENT STRUCTURE IN THE DRAIN/EASEMENT**

☐ IV. **REDUCE EASEMENT FROM SEVENTY-FIVE (75) FEET**

TO THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY, INDIANA;

(Name) Dan Delgado, P.E. of Lawson-Fisher Associates P.C. for Indiana Department of Transportation

HEREINAFTER CALLED APPLICANT, HEREBY MAKES APPLICATION TO THE LAKE COUNTY DRAINAGE BOARD TO PERFORM THE ABOVE DESCRIBED ACTIVITY WITHIN A REGULATED DRAIN AND/OR THE EASEMENT FOR A REGULATED DRAIN WHICH IS PART OF THE DRAINAGE SYSTEM FOR LAKE COUNTY, INDIANA.

THE LOCATION IS AS FOLLOWS:

NAME OF WATERWAY: M.J. Brown Ditch / Singleton Ditch

SECTION(s): 20, 29 TOWNSHIP: 33N RANGE: 7W

ADDRESS OR DESCRIPTION OF LOCATION on S.R. 2 2.75 miles east of S.R. 2 junction with I-65

THE REQUEST IS TO CONSIST OF THE FOLLOWING ACTIVITIES:

Bridge Replacement at elevated profile grade with revetment riprap (18" depth) on slopewalls and ditch re-grading around bridge with wider waterway opening

THE PURPOSE OF THE REQUEST IS TO:

Approval from Drainage Board for alteration to legal drain

1. THE APPLICANT HEREBY AGREES TO RESTORE THE LAND, DRAINAGE DITCHES AND ALL OTHER SURFACES AND/OR STRUCTURES WITHIN THE DITCH AND REGULATED DRAIN EASEMENT TO A CONDITION AS GOOD OR BETTER THAN THEY WERE PRIOR TO THE COMMENCEMENT OF THE WORK.

2. THE APPLICANT SHALL AND WILL INDEMNIFY AND HOLD HARMLESS ANY AND ALL COUNTY ENTITIES, INCLUDING BUT NOT LIMITED TO THE COUNTY OF LAKE, BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY SURVEYOR, ITS ELECTED OFFICIALS, ITS APPOINTED OFFICIALS, ITS OFFICERS, ITS EMPLOYEES, ITS DEPARTMENTS, ITS BOARDS AND/OR AGENTS FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, LOSSES, DEMANDS, OR COSTS PROXIMATELY CAUSED BY THE FAULT, CULPABILITY OR NEGLIGENCE OF THE APPLICANT IN THE PERFORMANCE OF OR IN ANY WAY RELATED TO OR RESULTING FROM THE PERMITTED WORK OVER AND ACROSS THE DRAINS OR DRAINAGE RIGHTS-OF-WAY UNDER THE JURISDICTION OF THE LAKE COUNTY DRAINAGE BOARD.

3. **IMPORTANT CLAUSE IN THIS PERMIT APPLICATION: THE APPLICANT FURTHER AGREES TO NOTIFY THE LAKE COUNTY DRAINAGE BOARD OR THE LAKE COUNTY SURVEYOR IN WRITING AT LEAST FIVE (5) DAYS IN ADVANCE OF THE COMMENCEMENT OF THE WORK DESCRIBED IN THIS APPLICATION, AND WILL ALSO GIVE NOTICE TO THE LAKE COUNTY DRAINAGE BOARD OR THE LAKE COUNTY SURVEYOR THE DAY PRECEDING THE COMPLETION OF THE WORK. FAILURE TO PROVIDE SUCH NOTICE MAY CAUSE REVOCATION OF THE PERMIT(S) AND APPLICANT MAY INCUR PENALTIES. PLEASE SEND NOTICES TO: LAKE COUNTY DRAINAGE BOARD, ATTN: LAKE COUNTY DRAINAGE BOARD SECRETARY, 2293 N. MAIN STREET, CROWN POINT, IN 46307**

4(a). THE APPLICANT AGREES TO AVOID CAUSING DAMAGE TO THE ESTABLISHED REGULATED DRAIN OR TO LANDOWNERS AFFECTED BY THE DRAIN, PURSUANT TO I.C.36-9-27-72(D).

4(b). FOR APPLICATIONS REGARDING THE PLACEMENT OF TEMPORARY STRUCTURES IN THE DRAIN'S EASEMENT (BOX III, PAGE 1), SUCH AS FENCES, TREES, GARDENS, SHEDS, ETC., THE APPLICANT UNDERSTANDS THAT, IF THE DRAINAGE BOARD GRANTS PERMISSION TO PLACE SAID TEMPORARY STRUCTURES WITHIN THE DRAINAGE EASEMENT, SAID PLACEMENT IS AT THE OWNER'S RISK. SHOULD THE COUNTY SURVEYOR/DRAINAGE BOARD, THEIR AGENTS, REPRESENTATIVES, CONTRACTORS OR OTHERS AT THE DIRECTION OF SAID COUNTY SURVEYOR/DRAINAGE BOARD, NEED ACCESS TO THE DRAIN OR EASEMENT AND THE STRUCTURE REQUIRES REMOVAL, THE OWNER SHALL REMOVE SAME AT THE OWNER'S EXPENSE. SHOULD THE OWNER FAIL TO REMOVE SAME IN A TIMELY FASHION, THEN THE COUNTY SURVEYOR/DRAINAGE BOARD SHALL CAUSE SAME TO BE REMOVED AND THE OWNER SHALL HAVE NO RECOURSE. AFTER COMPLETION OF THE COUNTY SURVEYOR'S/DRAINAGE BOARD'S ACTIVITY, THE OWNER SHALL HAVE THE RIGHT TO REINSTALL THE TEMPORARY STRUCTURE IN COMPLIANCE WITH THE COUNTY SURVEYOR'S/DRAINAGE BOARD'S REQUIREMENTS. THE COUNTY SURVEYOR/DRAINAGE BOARD MAY REQUIRE PAYMENT FROM THE OWNER FOR THE COST OF THE REMOVAL OR REPLACEMENT FOR ANY OF SAID ITEMS, PURSUANT TO STATUTE.

5. THE APPLICANT SHALL HAVE WORKMAN'S COMPENSATION INSURANCE AS REQUIRED BY STATE LAW.

6. THE APPLICANT SHALL PAY THE LAKE COUNTY SURVEYOR'S OFFICE AN APPLICATION FEE(S) PRIOR TO THE APPLICATION BEING CONSIDERED AT THE NEXT MONTHLY LAKE COUNTY DRAINAGE BOARD MEETING.

7. THE APPLICANT SHALL CARRY PUBLIC LIABILITY INSURANCE MEETING THE MAXIMUM DOLLAR LIMITS AS SPECIFIED IN I.C. 34-13-3-1 ET SEQ. OR ANY SUBSEQUENTLY ENACTED APPLICABLE STATUTES, AND SHALL LIST THE COUNTY OF LAKE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY SURVEYOR, ITS ELECTED OFFICIALS, ITS APPOINTED OFFICIALS, ITS OFFICERS, ITS EMPLOYEES, ITS DEPARTMENTS, ITS BOARDS AND AGENTS AS OTHER INSUREDS.

8. THIS PERMIT DOES NOT OBVIATE THE NEED TO OBTAIN ANY OTHER FEDERAL, STATE AND/OR LOCAL AUTHORIZATION, IF REQUIRED.

9 BY SUBMITTING THIS APPLICATION, THE APPLICANT HEREBY STATES THE FOLLOWING:

A. **THE PROPOSED WORK MEETS ALL HYDRAULIC REQUIREMENTS THAT WILL PERMIT THE DRAIN TO FUNCTION PROPERLY. (I.C. 36-9-37-72 (C)).**

B. **THE REGULATED DRAIN IS ADEQUATE TO HANDLE THE ADDITIONAL FLOW OF WATER, IF ANY**

C. **NO HARMFUL POLLUTION IS LIKELY TO RESULT. (I.C. 36-9-27-17(C)).**

10. ENGINEERING PLANS, WHICH SUBSTANTIATE THE ABOVE STATEMENTS, MUST ACCOMPANY THIS APPLICATION. THESE PLANS MUST INCLUDE SUFFICIENT DETAIL TO ALLOW VERIFICATION OF THE ABOVE STATEMENTS. (THESE PLANS SHOULD GENERALLY INCLUDE DIMENSIONS, ELEVATIONS, CALCULATIONS, DESCRIPTIONS OR THE QUANTITIES AND TYPES OF MATERIAL TO BE USED, DISCHARGE CALCULATIONS AND OTHER RELEVANT INFORMATION.)

11. UPON COMPLETION OF THE WORK, "AS BUILT PLANS", SIGNED AND SEALED BY AN INDIANA REGISTERED PROFESSIONAL ENGINEER, SHALL BE FORWARDED TO THE LAKE COUNTY DRAINAGE BOARD WITHIN 30 DAYS.

12. THE DRAINAGE BOARD RESERVES THE RIGHT TO WAIVE ANY OF THE REQUIREMENTS STATED HEREON.

SUBMITTED: Dan Delgado DATE: 12/2/16
(PRINT OR TYPE NAME)

Dan Delgado
(SIGNATURE)

SUBMITTED FOR: Indiana Department of Transportation

ADDRESS 525 West Washington Avenue
South Bend, IN 46601

PHONE#: 574-234-3167

(THIS SECTION FOR DRAINAGE BOARD USE ONLY)

LAKE COUNTY DRAINAGE BOARD

Gary Schenck

Kyle W. Allen Sr. D.H. V.B.

DATE: 12-21-16 APPROVED: X DENIED:

SHOULD ANY APPLICATIONS BE SUBMITTED BY AN AGENT, CONSULTANT, ENGINEER, REPRESENTATIVE OR OTHERS PURPORTING TO ACT AS THE OWNER, THEN A POWER OF ATTORNEY SHALL BE DULY EXECUTED AND ATTACHED TO THESE APPLICATIONS. **[*SEE ATTACHMENT I*]**

APPROVAL SHALL BE VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF APPROVAL. *SHOULD THE WORK AND ALL RELATED ACTIVITIES NOT BE COMPLETED BY THAT TIME, PETITIONER IS REQUIRED TO REAPPLY. SHOULD THE SCOPE OF WORK, PLANS AND SPECIFICATIONS, OR ACTIVITIES LISTED HEREIN BE MODIFIED, PETITIONER MUST NOTIFY THE LAKE COUNTY SURVEYOR AND THE DRAINAGE BOARD OF THESE MODIFICATIONS FOR REVIEW AND/OR APPROVAL/DENIAL BY THE COUNTY SURVEYOR/DRAINAGE BOARD.*

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 233-2096
FAX: (317) 233-4929

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

October 20, 2015

TO: Coordinator 8

FROM: Vanessa McCauley, E.I.
Hydraulics Engineer

Vanessa McCauley

SUBJECT: Hydraulic Review

Status:	Final Design
Des. #:	0500028
Str. #:	2-45-802A
County:	Lake
Crossing:	MJ Brown/Singleton Ditch
Consultant:	Lawson-Fisher Associates

The proposed three-span spill-through bridge is approved.

After review of the above noted project, the following hydraulic sizing parameters are recommended:

CIF Permit Needed	= Yes	
Drainage Area	= 34.2	sq. mi.
Q100	= 2260	cfs
Elevation @ Q100	= 653.16	ft.
Proposed:		
Backwater	= 1.36	ft.
Velocity @ Q100	= 3.09	ft./sec.
Gross Waterway Opening Req'd Below Q100 Elevation (Str.)	= 650.6	sq. ft.
Road Overflow Waterway Area	= 48.1	sq. ft.
Minimum Low Structure Elevation		
East Bent	= 654.47	ft.
West Bent	= 654.83	ft.
Proposed with Overflow:		
Backwater	= 1.20	ft.
Velocity @ Q100	= 3.09	ft./sec.
Gross Waterway Opening Req'd Below Q100 Elevation (Str.)	= 650.6	sq. ft.
Road Overflow Waterway Area	= 0	sq. ft.
Minimum Low Structure Elevation		
East Bent	= 654.47	ft.
West Bent	= 654.83	ft.
Overflow Structures – twin 9 ft span by 3 ft rise RCB		
Velocity @ Q100	= 3.63	ft./sec.
Gross Waterway Opening Req'd Below Q_{100} Elevation	= 54	sq. ft.
Existing:		
Existing Backwater	= 1.11	ft.

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100 North Senate Avenue
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Indianapolis, Indiana 46204

PHONE: (317) 233-2096
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Michael R. Pence, Governor
Brandye Hendrickson,
Commissioner

Existing Waterway Opening Below Q100 Elevation (Str.)	= 356.85	sq. ft.
Existing Road Overflow Waterway Area	= 93.1	sq. ft.
Existing Low Structure Elevation	= 650.84	ft.

The scour analysis for the proposed bridge is approved. The application of revetment riprap on the spill slopes should be used.

Q100	= 2260	cfs.	Q500	= 2940	cfs.
Q100 Elevation	= 653.16	ft.	Q500 Elevation	= 653.73	ft.
Q100 Contraction Scour	= 5.94	ft.	Q500 Contraction Scour	= 14.36	ft.
Q100 Total Scour	= 9.60	ft.	Q500 Total Scour	= 18.14	ft.
Q100 Low Scour Elevation	= 633.0	ft.	Q500 Low Scour Elevation	= 624.46	ft.
Q100 Max Velocity	= 4.08	ft/s.	Q500 Max Velocity	=4.97	ft/s.

Scour data is based on a flowline of 642.60 ft. and erodible material.

The proposed three-span bridge with the overflow structures is approved as long as the downstream property owner accepts the design. This option prevents overtopping at the 1% EP storm event. Revetment riprap should be placed at the outlet of the overflow structures to protect the structures from scour. However, if the downstream property owner does not accept the design, the bridge itself is still approved.

Even though the replacement options show an increase in backwater, this is due to the grade raise. Less water is able to overtop the road and, therefore, backs up more. If the overflow structures are not placed, flood easements will need to be purchased upstream. Flood easements are not needed if the overflow structures are placed because the increase is within the DNR requirement of 0.14 ft.

The provided DNR discharge seems to match the value from the published FIS for MJ Brown Ditch at SR 2. However, the published FIS for Singleton Ditch at SR 2 calls out a discharge of 2260 cfs. Based on the Hec-Ras model, this seems to be more accurate with the conditions in the provided photos. I agree with the use of the 2260 cfs, but it may be difficult to get a permit if the discharge that DNR sent is not used. It may be worth a phone call to DNR to discuss this before submission.

Note to Consultant: The low scour elevations do not agree with the report because a fully expanded cross section was not used for the values in the report.

If you have any questions or comments, please contact me at (317) 233-2273.

VAM
cc: file

PROJECT	DESIGNATION
0500028	0500028
CONTRACT	BRIDGE FILE
B-37688	002-45-09632

STRUCTURE	TYPE	SPAN AND SKEW	OVER	STATION
002-45-09632	Continuous Reinforced Concrete Slab Bridge	3 Spans: 33'-0", 41'-6", 33'-0" Skew 8°0'0" Rt.	M.J. Brown Ditch	928+18.70 Line "B"

INDIANA DEPARTMENT OF TRANSPORTATION

BRIDGE PLANS

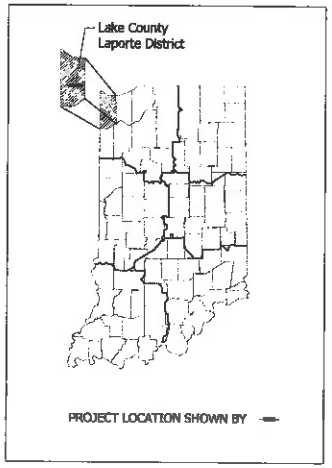
FOR SPANS OVER 20 FEET

ROUTE: S.R. 2 AT: 17+62

PROJECT NO. 0500028 P.E.
0500028 R/W
0500028 CONST.

TRAFFIC DATA	SR 2
A.A.D.T. (2014)	8,490 V.P.D.
A.A.D.T. (2037)	8,490 V.P.D.
D.H.V. (2037)	612 V.P.H.
DIRECTIONAL DISTRIBUTION	48.42%
TRUCKS	12.75% A.A.D.T.
	9.05% D.H.V.

DESIGN DATA	
DESIGN SPEED	55 M.P.H.
PROJECT DESIGN CRITERIA	3R (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	RURAL MINOR ARTERIAL
RURAL/URBAN	RURAL
TERRAIN	LEVEL
ACCESS CONTROL	NONE

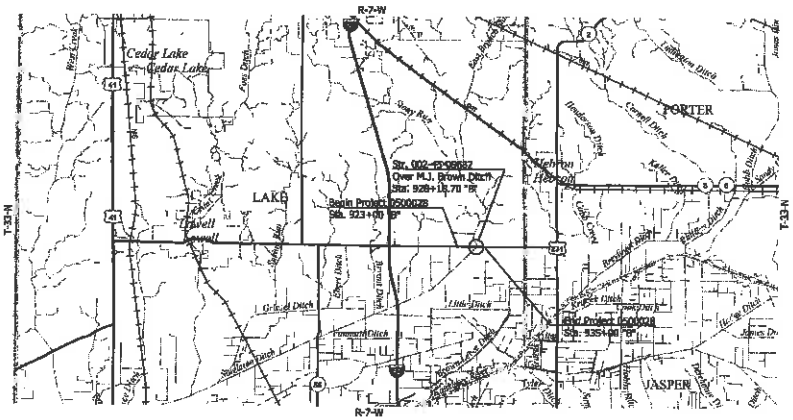


LATITUDE: 41°17'21.68"N. LONGITUDE: 87°14'53.33" W.

BRIDGE LENGTH:	0.021	MI.
ROADWAY LENGTH:	0.206	MI.
TOTAL LENGTH:	0.227	MI.
MAX. GRADE:	1.387	%

HUC: 07120001130030

Bridge Replacement on SR 2 Over MJ Brown Ditch Located 2.75 Miles East of Junction With I-65
In Sections 20 and 29, T-33-N, R-7-W, Eagle Creek Township, Lake County, Indiana



LOCATION MAP
LAKE COUNTY

FINAL FIELD CHECK
OCTOBER 24, 2016

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2016
TO BE USED WITH THESE PLANS

LFA
LAWSON-FISHER ASSOCIATES P.C.
525 W. WASHINGTON AVENUE
SOUTH BEND, INDIANA 46601
PH. (574) 234-3167

NOT FOR CONSTRUCTION

PLANS PREPARED BY: LAWSON-FISHER ASSOC. P.C. 574-234-3167 PHONE NUMBER
CERTIFIED BY: DATE
APPROVED FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION DATE

BRIDGE FILE	
002-45-09632	
DESIGNATION	
0500028	
SURVEY BOOK	SHEETS
-	1 of 27
CONTRACT	PROJECT
B-37688	0500028

GDH - 10/24/2016 3:20 PM - U:\2014\201461_DO INDOT SR2\Cad\Plan Set\Structural\1461100BR_CS01.dwg

UTILITIES

UTILITY	OWNER	ADDRESS
ELECTRIC -	NIPSCO Electric Contact: Tim Roy Phone: (219) 384-7778 troy@nisource.com	801 East 86th Avenue Merrillville, IN 46410
GAS -	NIPSCO Gas Contact: Dan Phillips Phone: (219) 647-5143 danielphillips@nisource.com	801 East 86th Avenue Merrillville, IN 46410
TELEPHONE -	Northwest Indiana Telephone Co. (NITCO) Contact: Don Schoenbeck Phone: (219) 996-0216 (Office) (219) 405-9286 (Cell) dons@nitco.com	P.O. Box 67 205 North Washington St Hebron, IN 46341
	AT&T Contact: Angelo LaMantia Phone: (219) 662-4418 al1242@att.com	302 South East Street Crown Point, IN 46307

GENERAL NOTES

LEGEND:

INDEX

SHEET NO.	DRAWING INDEX
1	Cover Sheet
2	Index and General Notes
3-4	Typical Sections
5	Plat No. 1
6-7	Maintenance of Traffic
8-11	Plan and Profile
12	Construction Detail
13	Soil Borings
14	Bridge Layout
15	Bridge General Plan
16	Structures Layout
17	Structures General Plan
18	Structures Details
19	Road Summary Sheet
20-27	Cross Sections

REVISIONS

SHEET NO.	DATE	REVISED

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

DESIGNED: FRM DRAWN: RJS

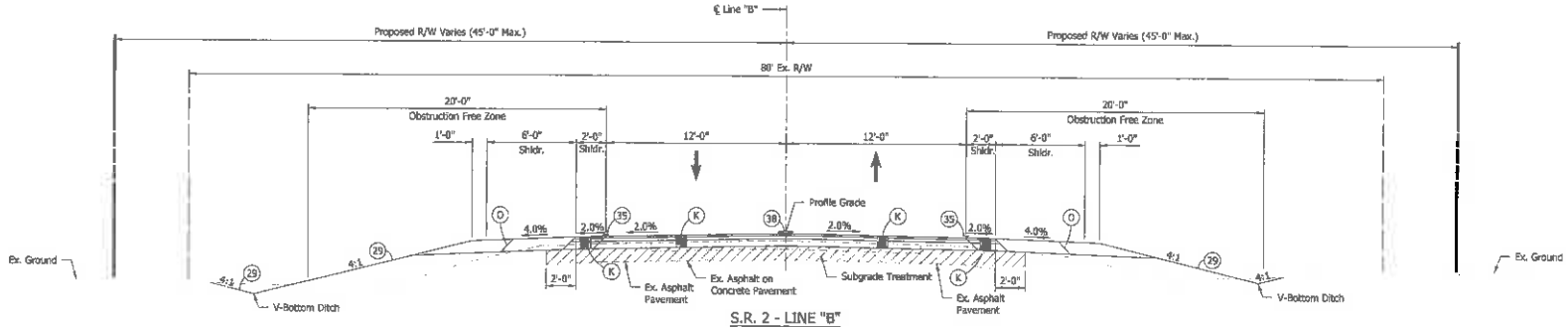
CHECKED: DGD CHECKED: DGD

INDIANA
DEPARTMENT OF TRANSPORTATION

INDEX AND GENERAL NOTES

SCALE	BRIDGE FILE
	002-45-09832
	DESIGNATION
	0500025
SURVEY BOOK	SHEETS
	2 of 27
CONTRACT	PROJECT
B-37988	0500025

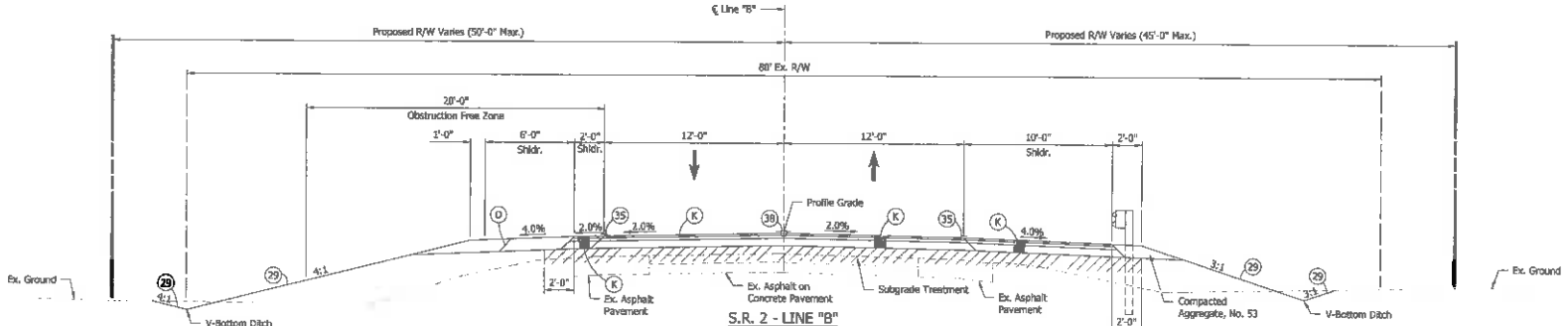
GDH – 10/24/20



S.R. 2 - LINE "B"

Scale: ¼" = 1'-0"

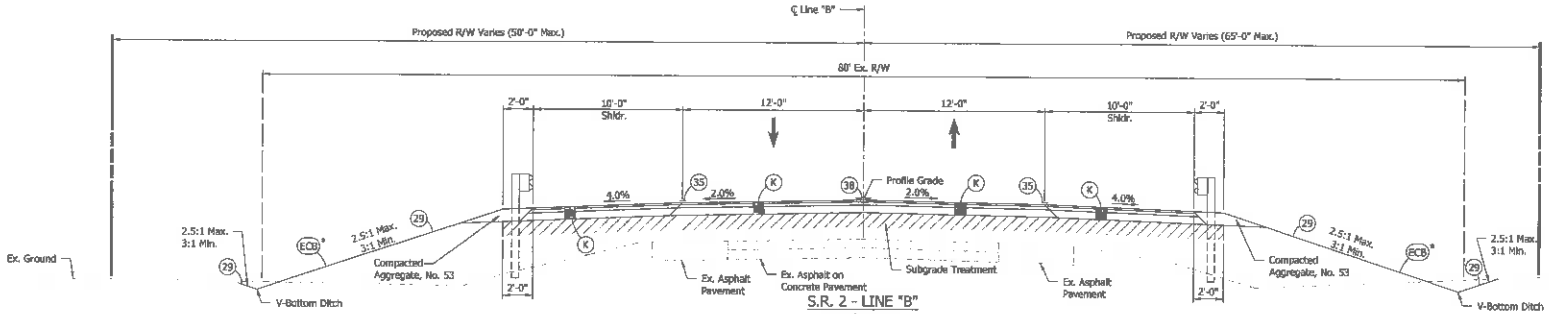
Sta. 923+00.00 to Sta. 925+70.00



S.R. 2 - LINE "B"

Scale: ¼" = 1'-0"

Sta. 925+70.00 to Sta. 926+50.00



S.R. 2 - LINE "B"

Scale: ¼" = 1'-0"

Sta. 926+50.00 to Sta. 927+40.65

ECB* Use when steeper than 3:1.

LEGEND:

- (K) 165 #/sys QC/QA-HMA, 3, 70, Surface, 9.5 mm on 275 #/sys QC/QA-HMA, 3, 70, Intermediate, 19.0 mm on 660 #/sys QC/QA-HMA, 3, 64, Base 19.0 mm
- (O) 10" Compacted Aggregate, No. 53
- (29) Mulch Seeding, R
- (35) Line, Thermoplastic, Solid, White, 4"
- (38) Line, Thermoplastic, Broken, Yellow, 4"
- (ECB) Erosion Control Blanket

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: FRM | DRAWN: BJS

CHECKED: DGD | CHECKED: FRM

INDIANA DEPARTMENT OF TRANSPORTATION

TYPICAL SECTIONS LINE "B"

SCALE	BRIDGE FILE
1/4" = 1'-0"	902-49-09632
	DESIGNATION
	D500028
SURVEY BOOK	SHEETS
-	3 of 27
CONTRACT	PROJECT
B-37688	D500028

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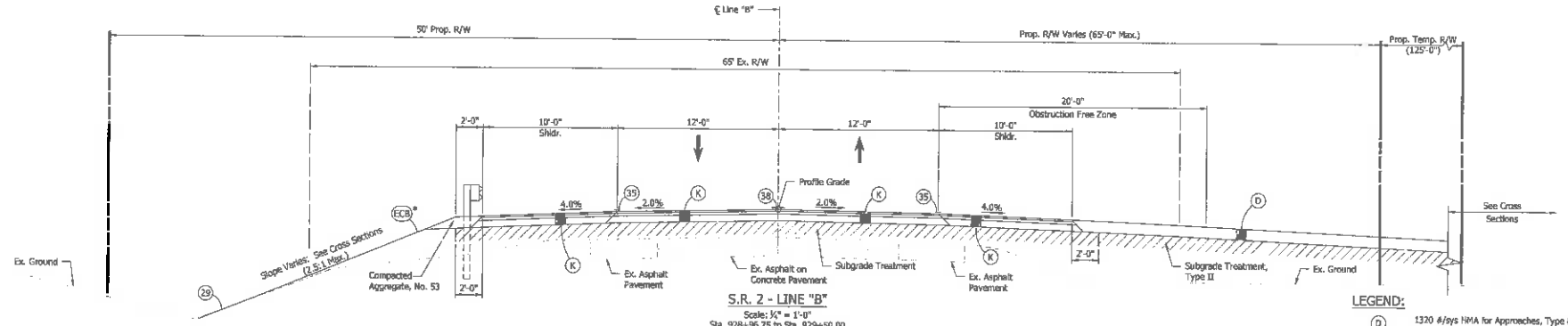
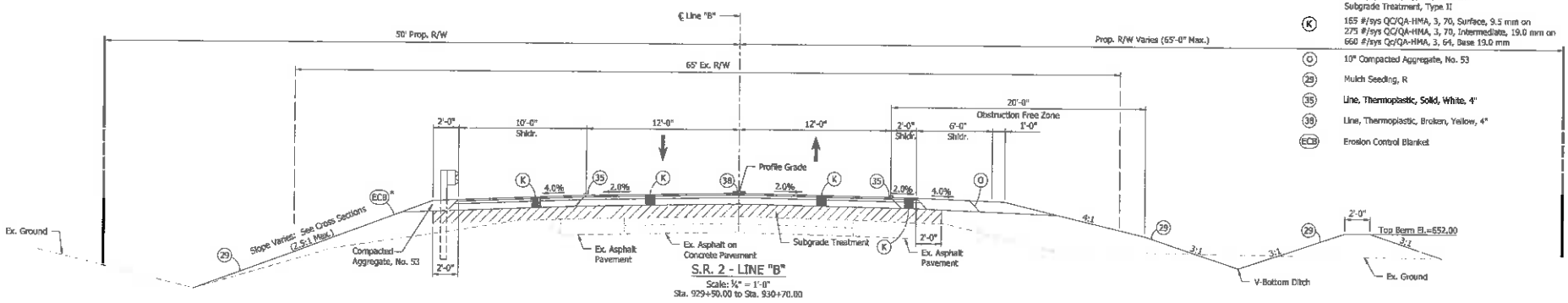


S.R. 2 - LINE "B"
Scale: ¼" = 1'-0"
Sta. 928+96.75 to Sta. 929+50.00

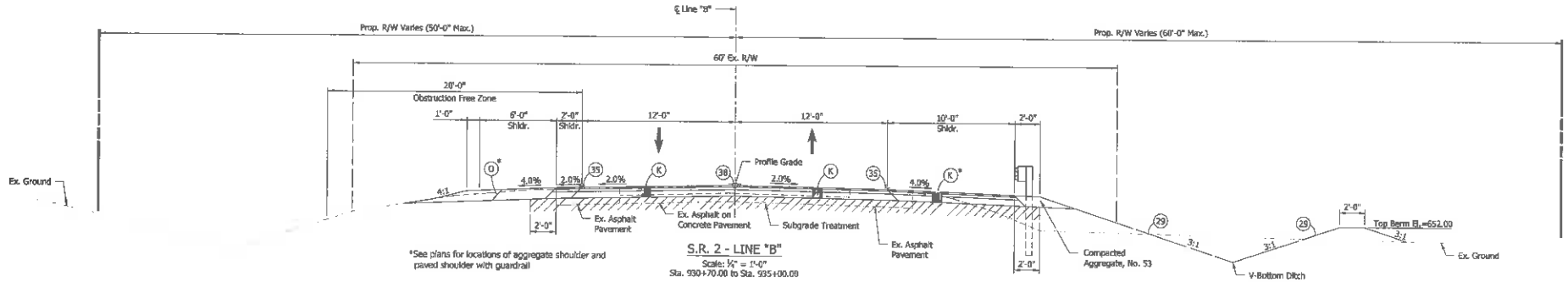
(ECB)* Use when steeper than 3:1.

LEGEND:

(D)	1320 #/sys HMA for Approaches, Type B 165 #/sys HMA, Type B, Surface on 275 #/sys HMA, Type B, Intermediate on 880 #/sys HMA, Type B, Base on Subgrade Treatment, Type II
(K)	165 #/sys QC/QA-HMA, 3, 70, Surface, 9.5 mm on 275 #/sys QC/QA-HMA, 3, 70, Intermediate, 19.0 mm on 660 #/sys Qc/QA-HMA, 3, 64, Base 19.0 mm
(O)	10" Compacted Aggregate, No. 53
(29)	Mulch Seeding, R
(35)	Line, Thermoplastic, Solid, White, 4"
(38)	Line, Thermoplastic, Broken, Yellow, 4"
(ECB)	Erosion Control Blanket



S.R. 2 - LINE "B"
Scale: ¼" = 1'-0"
Sta. 929+50.00 to Sta. 930+70.00



*See plans for locations of aggregate shoulder and paved shoulder with guardrail

S.R. 2 - LINE "B"
Scale: ¼" = 1'-0"
Sta. 930+70.00 to Sta. 935+00.00

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

DESIGNED: FRM | DRAWN: BJS
CHECKED: DGD | CHECKED: FRM

INDIANA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTIONS
LINE "B"

SCALE	BRIDGE FILE
1/4" = 1'-0"	002-45-09632
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
	4 of 27
CONTRACT	PROJECT
B-37688	0500028

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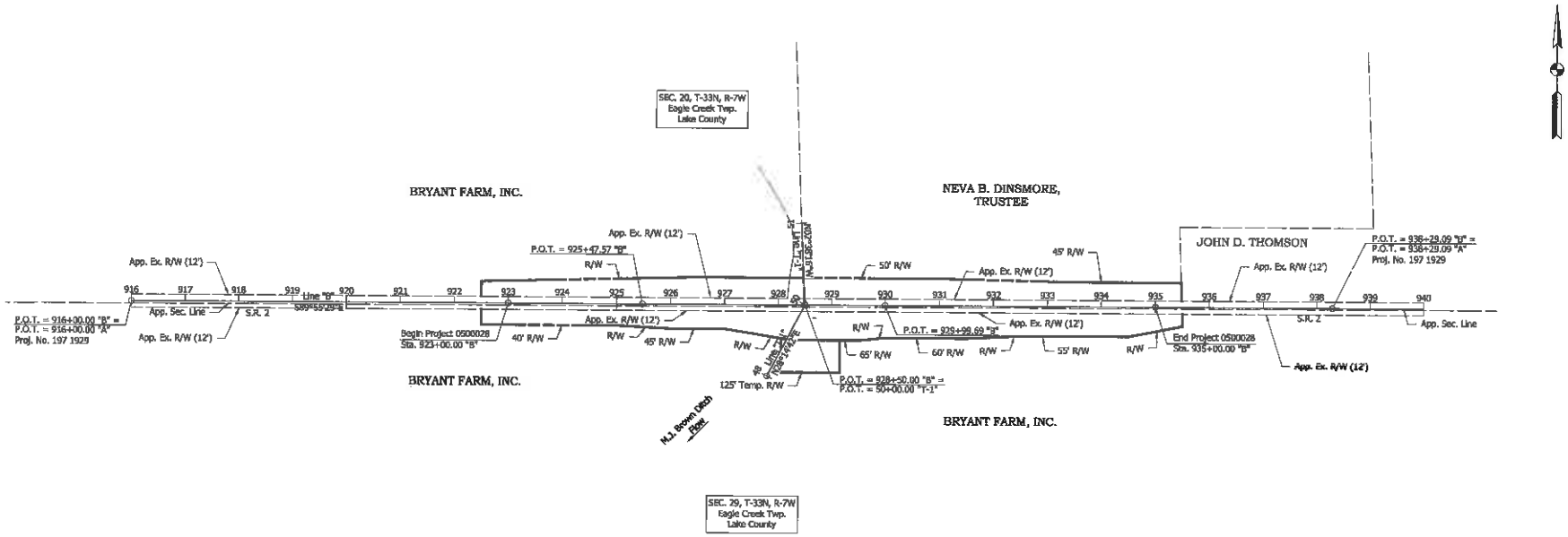


NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: FRM | DRAWN: GDH

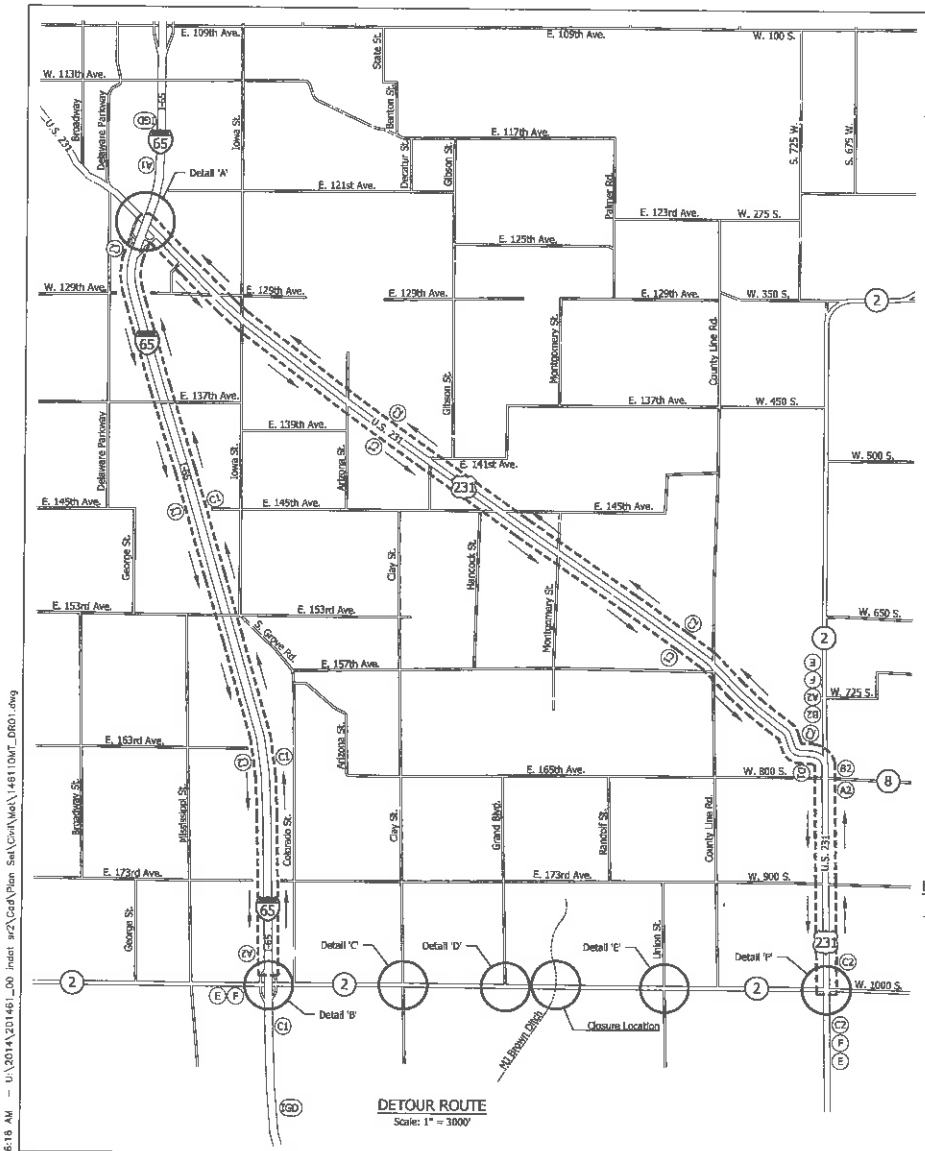
CHECKED: DGO | CHECKED: FRM

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAT NO. 1

HORIZONTAL SCALE	BRIDGE FILE
1" = 100'	002-45-09632
VERTICAL SCALE	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
-	5 of 27
CONTRACT	PROJECT
B-37888	0500028

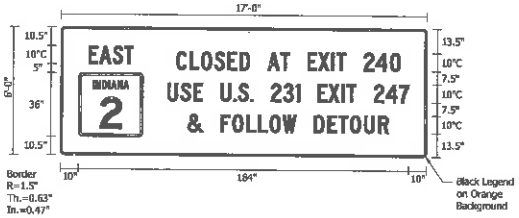
B/S - 10/20/2016



DETOUR ROUTE
Scale: 1" = 3000'

DETOUR ROUTE MARKER ASSEMBLIES

(A1) DETOUR / EAST / INDIANA 2 — M4-8 24" x 12"; M3-2(S) 24" x 12"; M1-5 24" x 24"; M5-1(R or L)(S) 21" x 15" — ADVANCE TURN DETOUR MARKER ASSEMBLY	(B1) DETOUR / EAST / INDIANA 2 — M4-8 24" x 12"; M3-2(S) 24" x 12"; M1-5 24" x 24"; M6-1(R or L)(S) 21" x 15" — DIRECTIONAL DETOUR MARKER ASSEMBLY	(C1) DETOUR / EAST / INDIANA 2 — M4-8 24" x 12"; M3-2(S) 24" x 12"; M1-5 24" x 24"; M6-3(S) 21" x 15" — CONFIRMING DETOUR ROUTE MARKER ASSEMBLY	(D1) END DETOUR / EAST / INDIANA 2 — M4-8a 24" x 18"; M3-2(S) 24" x 12"; M1-5 24" x 24" — END DETOUR ROUTE MARKER ASSEMBLY
(A2) DETOUR / WEST / INDIANA 2 — M4-8 24" x 12"; M3-4(S) 24" x 12"; M1-5 24" x 24"; M5-1(R or L)(S) 21" x 15" — ADVANCE TURN DETOUR MARKER ASSEMBLY	(B2) DETOUR / WEST / INDIANA 2 — M4-8 24" x 12"; M3-4(S) 24" x 12"; M1-5 24" x 24"; M6-1(R or L)(S) 21" x 15" — DIRECTIONAL DETOUR MARKER ASSEMBLY	(C2) DETOUR / WEST / INDIANA 2 — M4-8 24" x 12"; M3-4(S) 24" x 12"; M1-5 24" x 24"; M6-3(S) 21" x 15" — CONFIRMING DETOUR ROUTE MARKER ASSEMBLY	(D2) END DETOUR / WEST / INDIANA 2 — M4-8a 24" x 18"; M3-4(S) 24" x 12"; M1-5 24" x 24" — END DETOUR ROUTE MARKER ASSEMBLY



IGD (MOT)
TEMPORARY PANEL SIGN
ON I-65 NORTHBOUND AND SOUTHBOUND

LEGEND:

→ Direction of Traffic

(A1) 3 Each	(A2) 4 Each	(E) 3 Each
(B1) 4 Each	(B2) 4 Each	(F) 3 Each
(C1) 7 Each	(C2) 8 Each	(IDG) Temporary Panel Sign
(D1) 1 Each	(D2) 1 Each	

NOTE:

See sheet 7 for details and quantities.

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

DESIGNED: RHM DRAWN: JAJ
CHECKED: DGD CHECKED: RHM

INDIANA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE OF TRAFFIC
DETOUR

SCALE	BRIDGE FILE
AS NOTED	003-48-09632
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
	6 of 27
CONTRACT	PROJECT
9-37688	0500028

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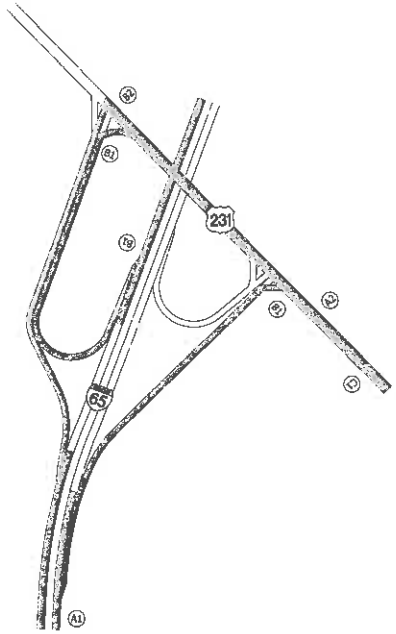
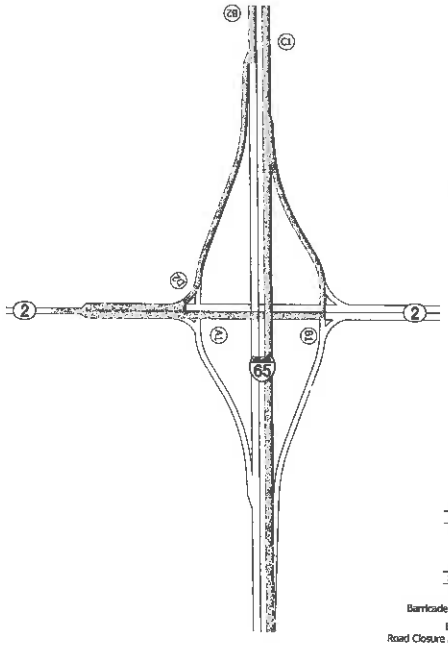
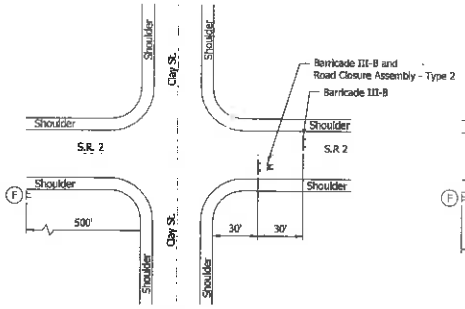


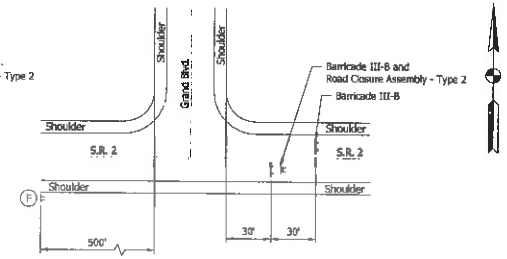
DETAIL A
U.S. 231 AND I-65 INTERSECTION
Not to Scale



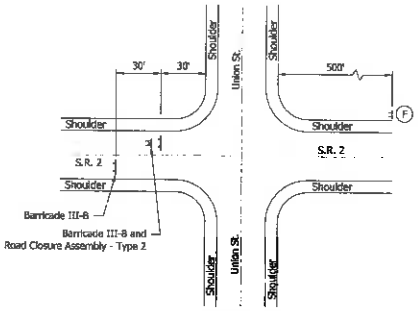
DETAIL B
S.R. 2 AND I-65 INTERSECTION
Not to Scale



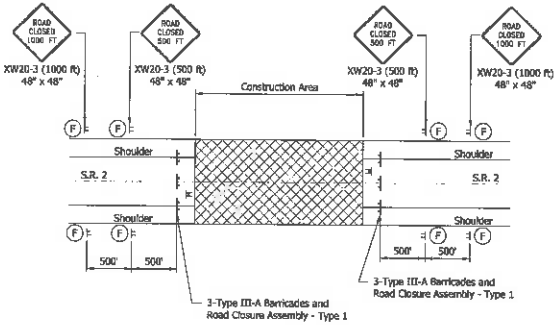
DETAIL C
Not to Scale



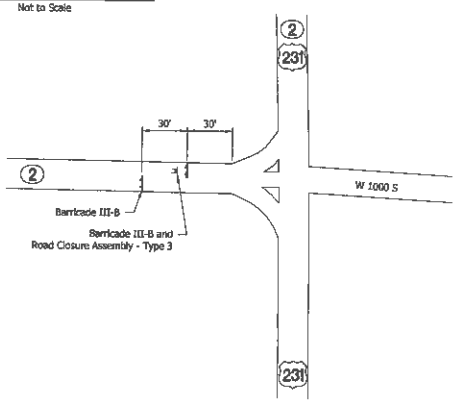
DETAIL D
Not to Scale



DETAIL E
Not to Scale



PROJECT SITE DETAIL
Not to Scale



DETAIL F
Not to Scale

XW20-2
48" x 48"

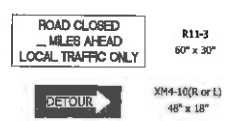
XW20-3
48" x 48"

R11-2
48" x 30"

ROAD CLOSURE SIGN ASSEMBLY - TYPE 1

R11-3
60" x 30"

ROAD CLOSURE SIGN ASSEMBLY - TYPE 2



R11-3
60" x 30"

XM4-10(R or L)
48" x 18"

ROAD CLOSURE SIGN ASSEMBLY - TYPE 3

ESTIMATE OF QUANTITIES

Item	Quantity	Unit
Maintaining Traffic	1	Lump Sum
Construction Sign Type A (2 Undistributed)	19	Each
Temporary Panel Sign (2 Signs)	204	Sft
Temporary Panel Sign Supports	120	ft
Detour Route Marker Assemblies	32	Each
Standard Barricade Type III-A (24 Ft Undistributed)	96	ft
Standard Barricade Type III-B (24 Ft Undistributed)	120	ft
Road Closure Assemblies	6	Each

LEGEND:

- Road Closure Sign Assembly
- Barricade III-B
- Construction Sign And Supports
- Construction Area
- A# Advance Turn Detour Route Marker Assembly
- B# Directional Detour Route Marker Assembly
- C# Confirming Detour Route Marker Assembly
- D# End Detour Route Marker Assembly

NOTE:

See sheet 6 for detour and detail locations.

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

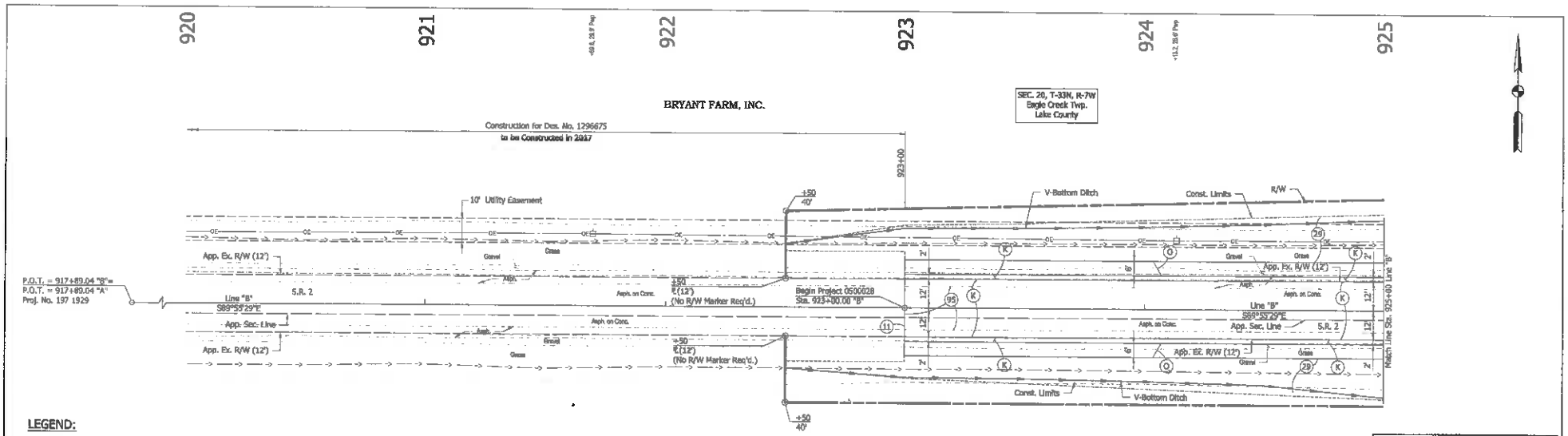
DESIGNED: FRM | DRAWN: BJS
CHECKED: DGD | CHECKED: FRM

INDIANA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE OF TRAFFIC
DETAILS & QUANTITIES

SCALE	BRIDGE FILE
NOT TO SCALE	002-45-09632
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
-	7 of 27
CONTRACT	PROJECT
B-37688	0500028

BJS- 10/20/2016 8:17 AM - U:\2014\201461_DO indot sr2\Cad\Plan Set\Civil\Mot\146110MT_DT01.dwg



LEGEND:

- (K) 165 #/sys QC/QA-HMA, 3, 70, Surface, 9.5 mm on 275 #/sys QC/QA-HMA, 3, 70, Intermediate, 19.0 mm on 660 #/sys Qc/QA-HMA, 3, 64, Base 19.0 mm
- (O) 10" Compacted Aggregate, No. 53
- (11) Sawcut
- (29) Mulched Seeding, R
- (95) Pavement Removal

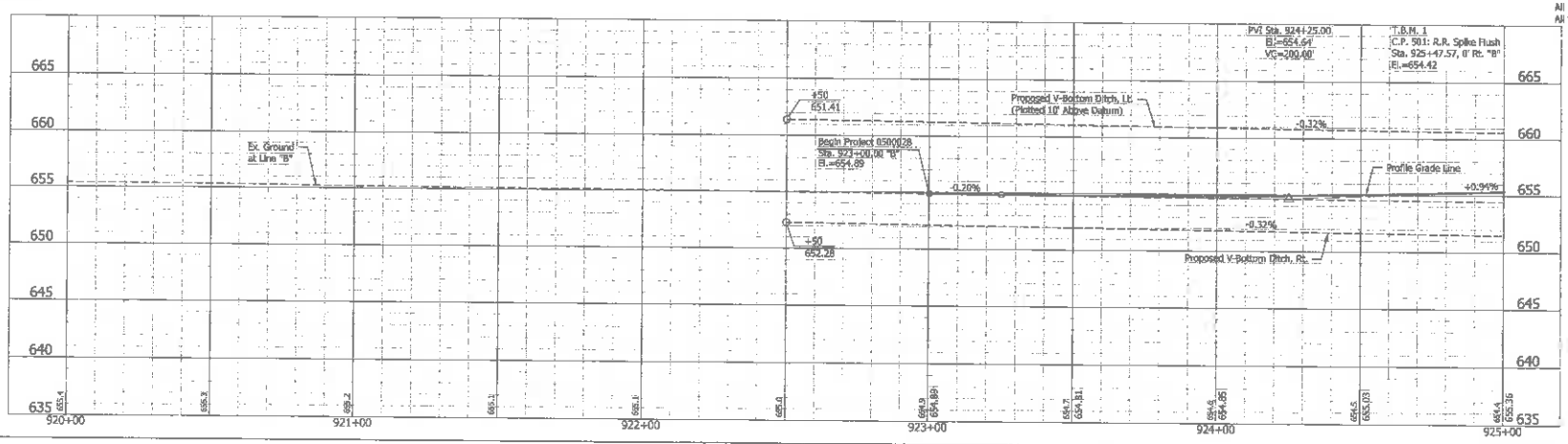
SEC. 29, T-33N, R-7W
Eagle Creek Twp.
Lake County

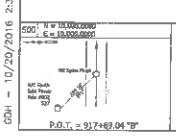
BRYANT FARM, INC.

EARTHWORK TABULATION		
FILL + 25%	=	3,424 cys
COMMON EXCAVATION	=	860 cys
BORROW	=	2,564 cys
BENCHING	=	640 cys*

* NO DIRECT PAYMENT MADE FOR BENCHING

All R/W described from Line "B"
All topography described from Line "B"





NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE	
DESIGNED: DGD	DRAWN: BJS		
CHECKED: MFJ	CHECKED: MFJ		

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
STA. 920+00 TO STA. 925+00 - LINE "B"

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE 002-45-09632
VERTICAL SCALE 1" = 5'	DESIGNATION 0500028
SURVEY BOOK -	SHEETS 8 of 27
CONTRACT B-37668	PROJECT 0500028

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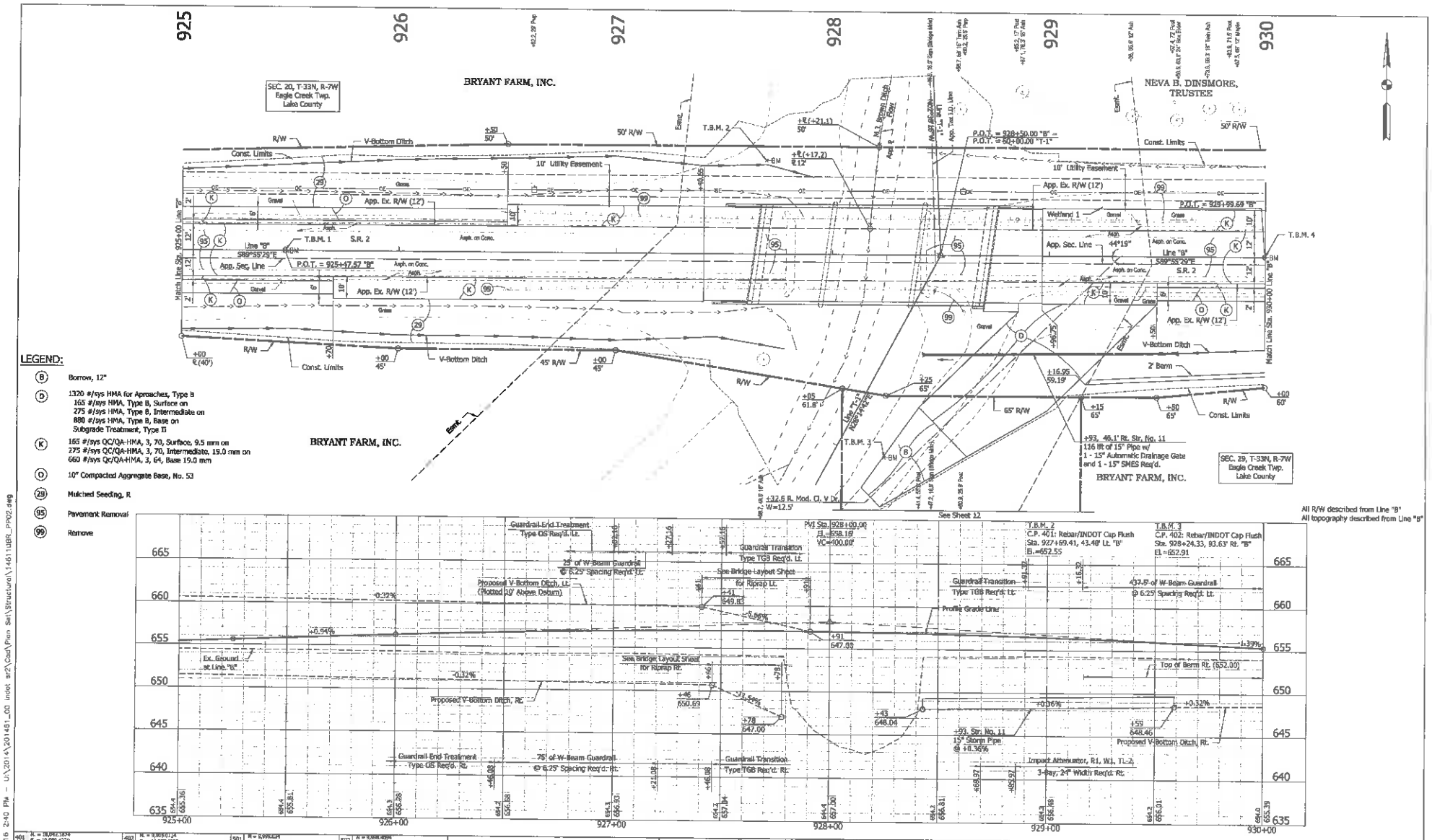

LEGEND:

- (B) Borrow, 12"
- (D) 1320 #/sys HMA for Aproaches, Type B
  165 #/sys HMA, Type B, Surface on
  275 #/sys HMA, Type B, Intermediate on
  880 #/sys HMA, Type B, Base on
  Subgrade Treatment, Type II
- (K) 165 #/sys QC/QA-HMA, 3, 70, Surface, 9.5 mm on
  275 #/sys QC/QA-HMA, 3, 70, Intermediate, 19.0 mm on
  660 #/sys Qc/QA-HMA, 3, 64, Base 19.0 mm
- (O) 10" Compacted Aggregate Base, No. 53
- (29) Mulched Seeding, R
- (95) Pavement Removal
- (99) Remove

401 N. = 18,042.1874 E. = 18,980.4219 — Sta. 927+69.41, 43.48' Lt. "B"

402 N. = 9,905.0114 E. = 11,035.1632 — Sta. 928+24.33, 93.63' Rt. "B"

501 N. = 9,999.0124 E. = 10,738.5394 — P.O.T. = 925+47.57 "B"

502 N. = 9,958.4894 E. = 11,210.6480 — P.O.T. = 929+99.69 "B"

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: DGD	DRAWN: BZS	
CHECKED: MFJ	CHECKED: MFJ	

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
STA. 925+00 TO STA. 930+00 - LINE "B"

HORIZONTAL SCALE: 1" = 20'	BRIDGE FILE: 002-45-09632
VERTICAL SCALE: 1" = 5'	DESIGNATION: 0500028
SURVEY BOOK: -	SHEETS: 9 of 27
CONTRACT: B-37688	PROJECT: 0500028

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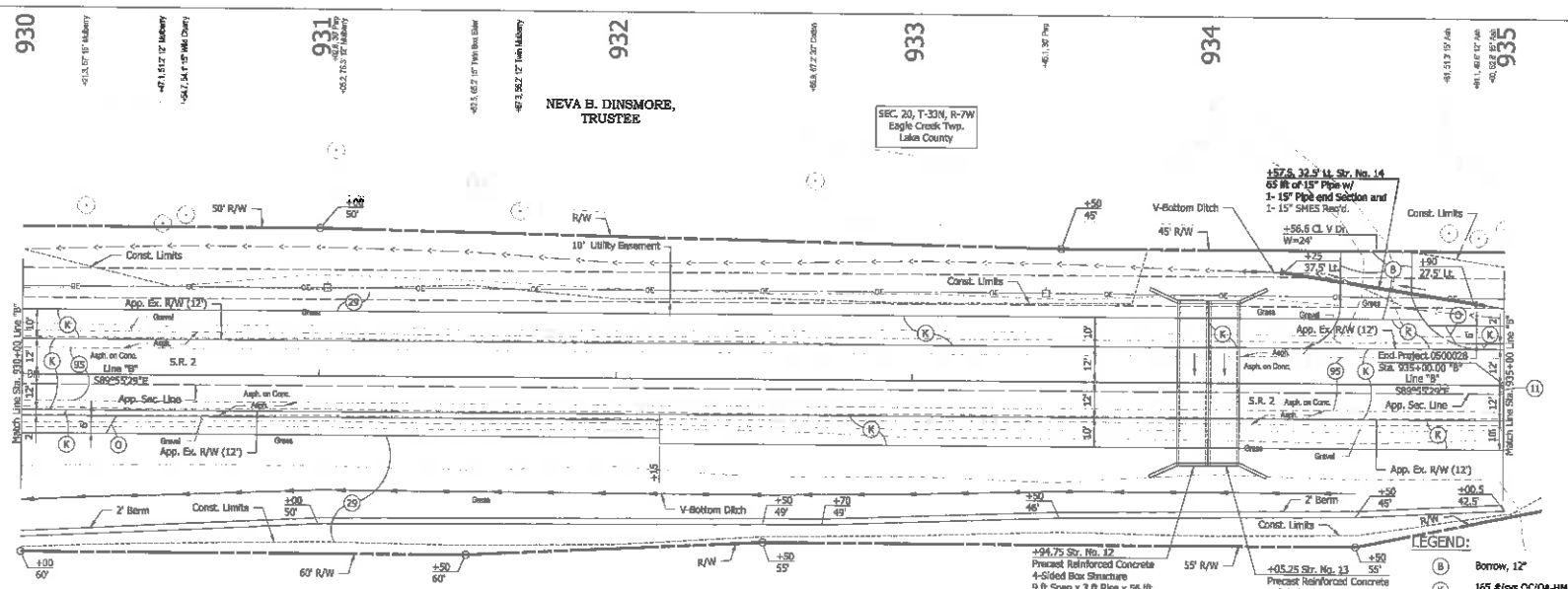

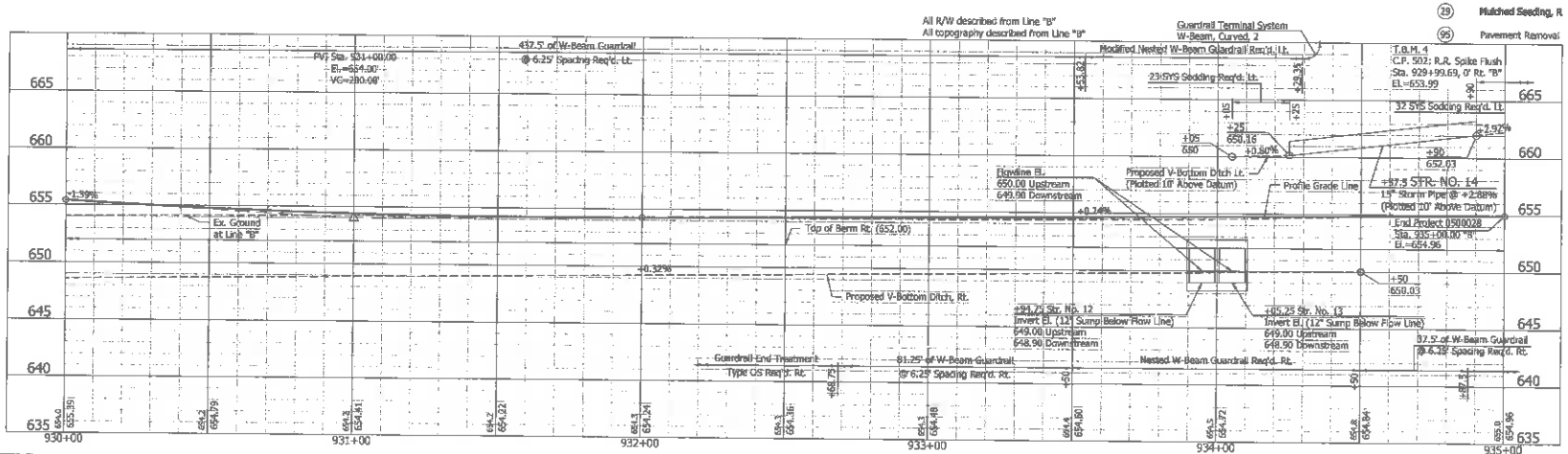

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: DGD | DRAWN: BIS
CHECKED: MFJ | CHECKED: MFJ

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
STA. 930+00 TO STA. 935+00 - LINE "B"

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	002-45-09632
VERTICAL SCALE	DESIGNATION
1" = 5'	0500028
SURVEY BOOK	SHEETS
	10 of 27
CONTRACT	PROJECT
B-37688	0500028

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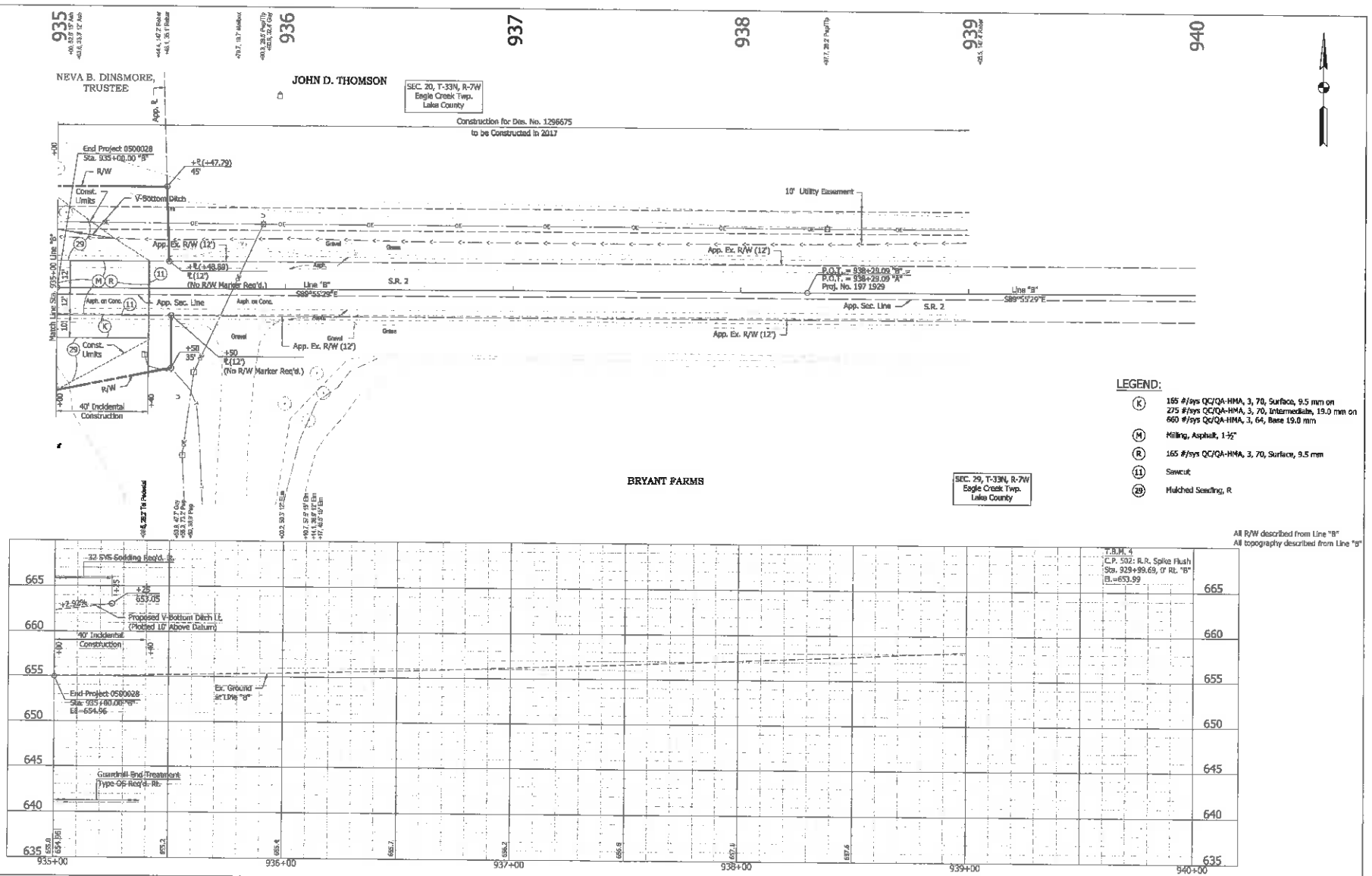


P.O.T. = 938+29.09 "B"

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: DGD DRAWN: BJS

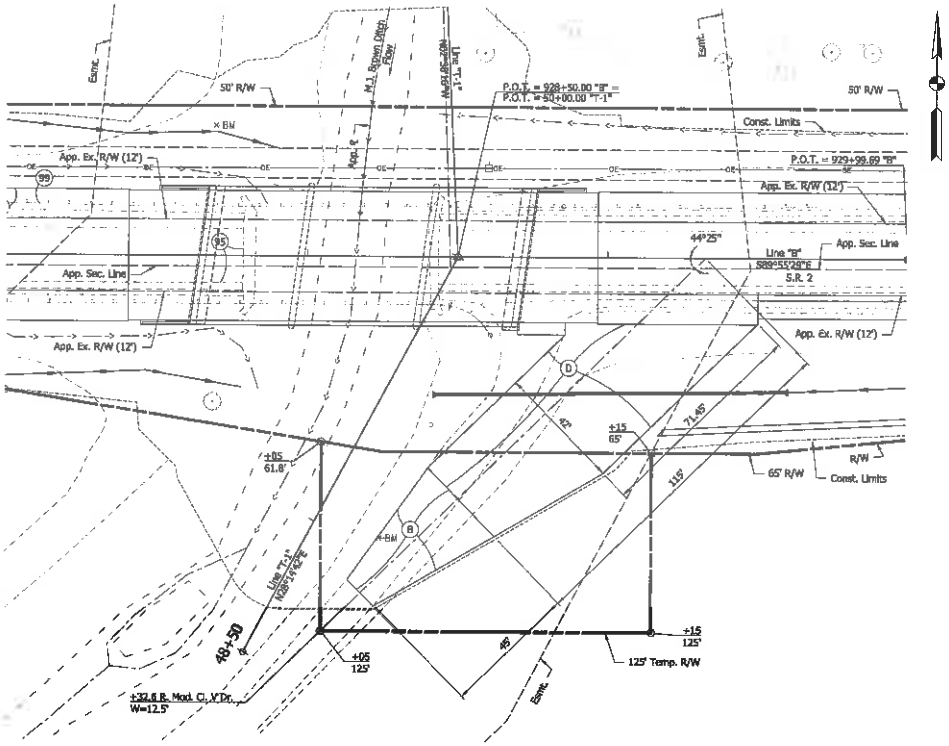
CHECKED: MPJ CHECKED: MPJ

INDIANA
DEPARTMENT OF TRANSPORTATION

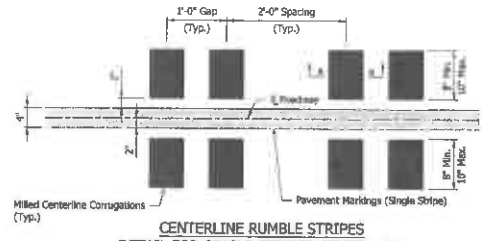
PLAN AND PROFILE
STA. 935+00 TO STA. 940+00 - LINE "B"

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	002-45-09632
VERTICAL SCALE	DESIGNATION
1" = 5'	0500028
SURVEY BOOK	SHEETS
-	11 of 27
CONTRACT	PROJECT
B-37885	0500028

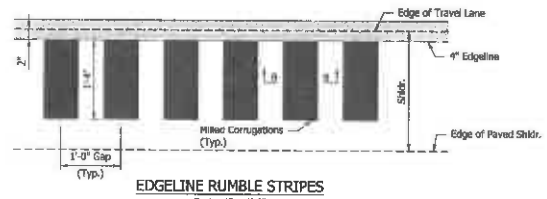
BJS — 10/20/2016 2:41 PM — U:\2014\201461_00 indot sr2\Cad\Plan Set\Structural\146110BR_PP04.dwg



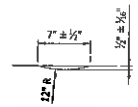
SOUTHEAST QUADRANT FIELD ENTRANCE
Scale: 1" = 20'-0"



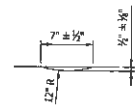
CENTERLINE RUMBLE STRIPES
DETAIL FOR SINGLE STRIPED CENTERLINE
Scale: 1" = 1'-0"



EDGELINE RUMBLE STRIPES
Scale: 1" = 1'-0"



SECTION A-A
Not to Scale



SECTION B-B
Not to Scale

NOTES:

1. The liquid asphalt sealant width shall be a minimum of 24 in. centered on the shoulder joint line.
2. Rumble Stripe Stationing:
   Sta. 923+00.00 to Sta. 927+40.65 "A"
   Sta. 928+96.75 to Sta. 935+00.00 "A"

LEGEND:

(B) Barrier, 11"

(D) 1320 #/sys HMA for Approaches, Type B
100 #/sys HMA, Type B, Surface on
375 #/sys HMA, Type B, Intermediate on
880 #/sys HMA, Type B, Base on
Subgrade Treatment, Type II

NOT FOR CONSTRUCTION

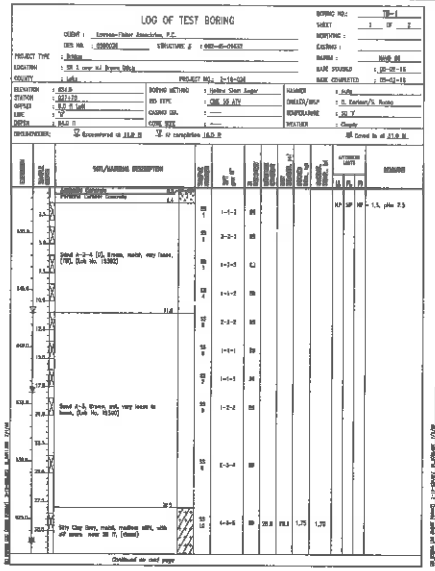
RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE	
DESIGNED: DGD	DRAWN: BJS		
CHECKED: MFJ	CHECKED: MFJ		

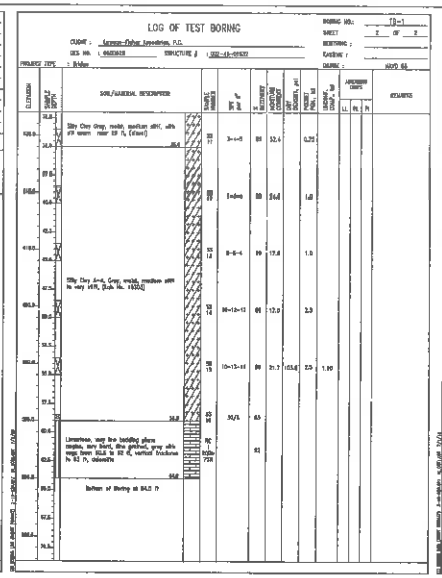
INDIANA
DEPARTMENT OF TRANSPORTATION

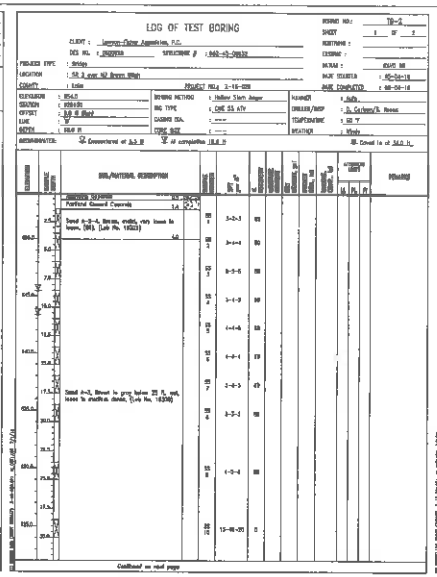
CONSTRUCTION DETAIL

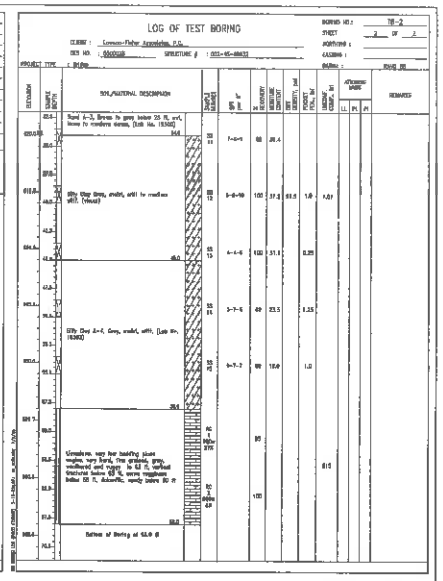
HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	002-45-09632
VERTICAL SCALE	DESIGNATION
1" = 5'	0500028
SURVEY BOOK	SHEETS
-	12 of 27
CONTRACT	PROJECT
B-37686	0500028

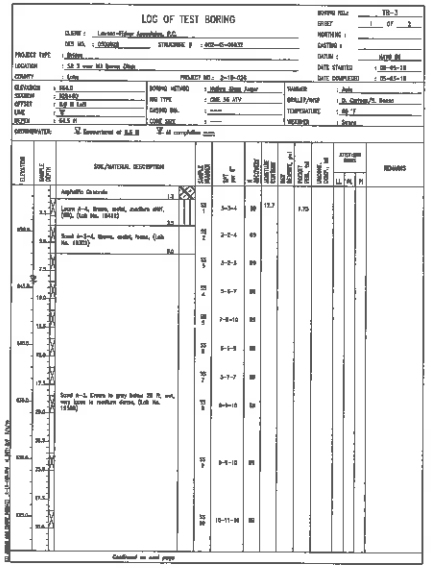
BJS - 10/20/2011

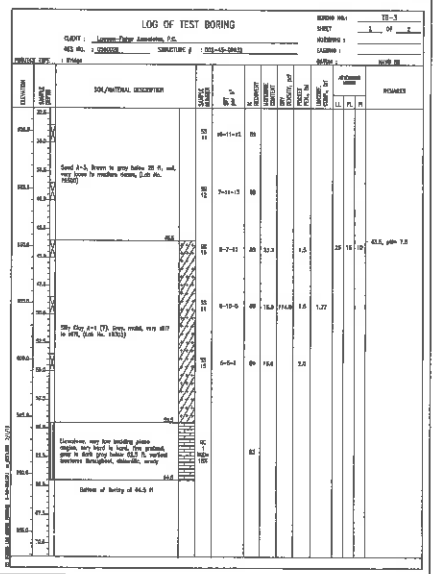










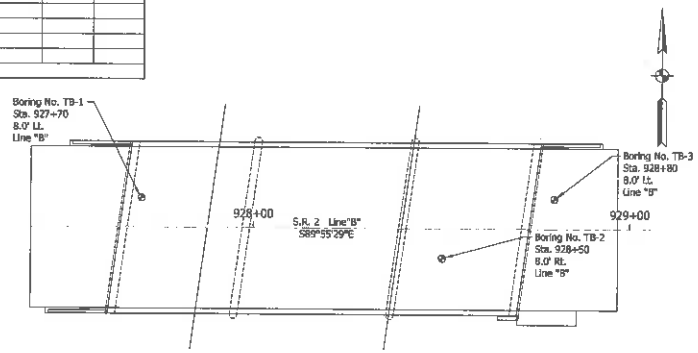


SUMMARY OF PILE LOADING FOR GEOTECHNICAL TESTING

Support	Bent No. 1	Pier No. 2	Pier No. 3	Bent No. 4
Plan Size, Type, and Grade				
Factored Design Load, Q_F (kip)				
Factored Design Soil Resistance, R_R (kip)				
Resistance Factor φ_{dn}				
Downdrag Load, DD (kip)				
Nominal Soil Resistance, R_n (kip) *				
Downdrag Friction, $R_{s\,dd}$ (kip)				
Scour Zone Friction, $R_{s\,scour}$ (kip)				
Relaxation of Tip in Shale, R_{relax} (kip)				
Nominal Driving Resistance, R_{ndr} (kip)				
Estimated Pile Tip Elevation (Minimum)				
Testing Method				

* In Calculation of DD, γ_p = 1.4

Note to Reviewer:
Table will be filled in once the Foundation Review Form is Complete



SOIL BORING PLAN

NOTES:

1.

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

DESIGNED: TJM | DRAWN: BJT

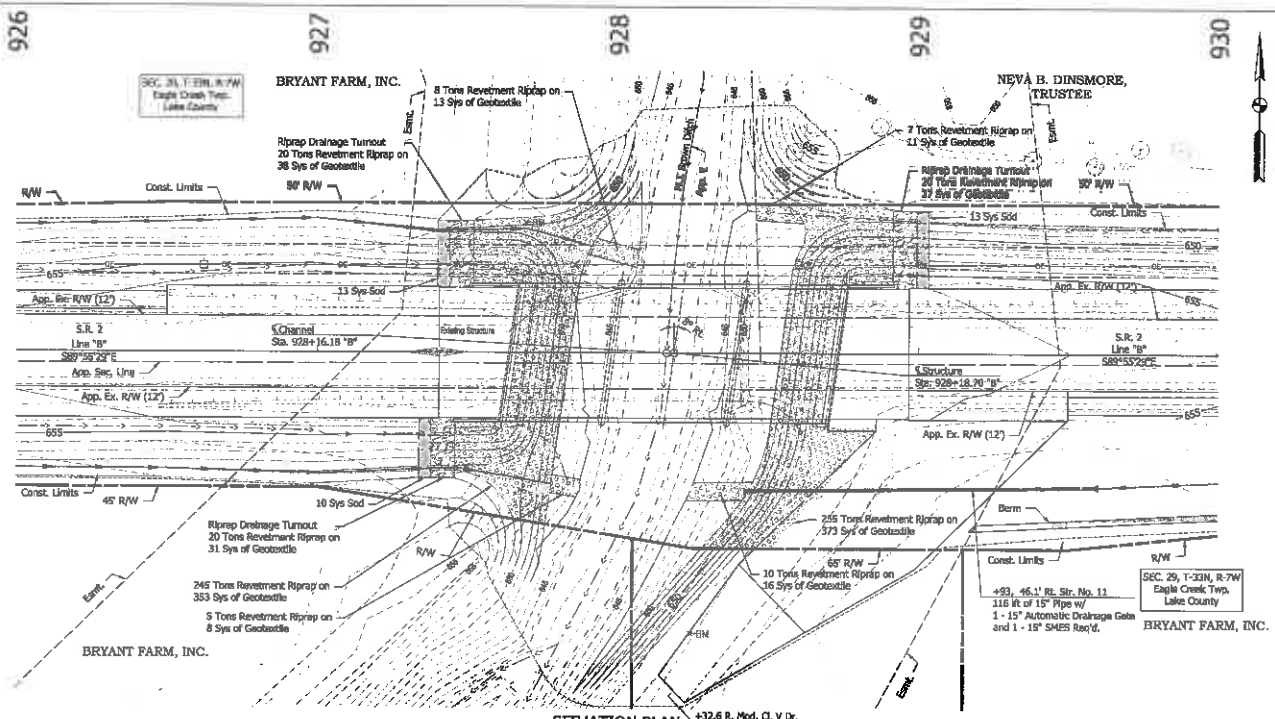
CHECKED: BMA | CHECKED: TJM

INDIANA
DEPARTMENT OF TRANSPORTATION

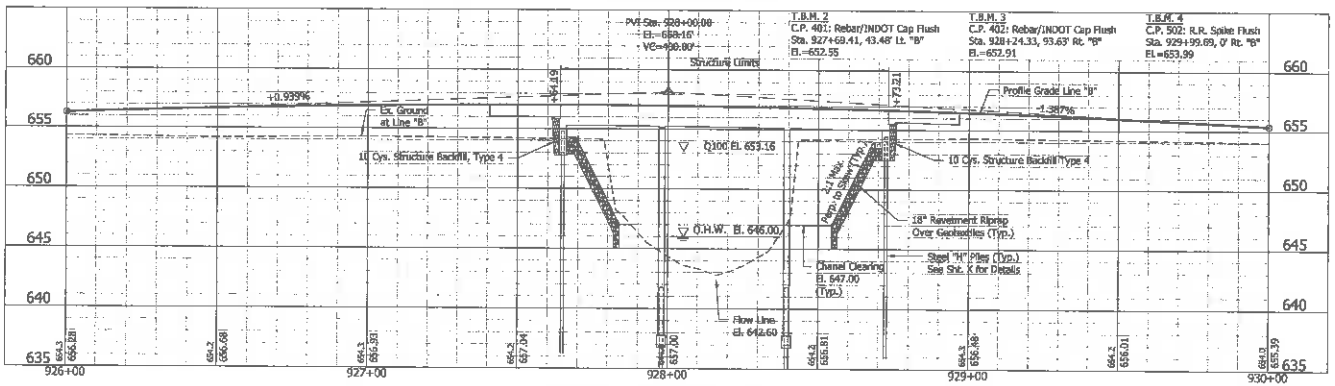
SOIL BORINGS

SCALE	BRIDGE FILE
1/16" = 1'-0"	022-45-08632
	DESIGNATION
	0900028
SURVEY BOOK	SHEETS
	13 OF 27
CONTRACT	PROJECT
B-37688	0900028

BJT- 7/6/2016 5:07 PM - U:\2014\201451_00 indot s2\Cad\Plan Set\Structural\14814DSB_PL01.dwg



SITUATION PLAN

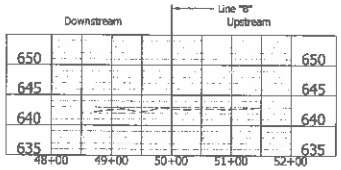


PROFILE ON PROPOSED LINE "B"

EXISTING STRUCTURE:
The existing structure (002-45-00802-C) is an adjacent prestressed concrete box beam bridge with steel bridge railings; built in 1929; 1 span: 60'-0"; o-o coping: 34'-0"; clear roadway: 31'-0"; substructures: concrete abutments on timber piles. Existing structure to be removed.

EXISTING STRUCTURE ELEVATION

Scale: 3/32" = 1'-0"



EXISTING STREAM PROFILE - M.J. BROWN DITCH

Horizontal Scale: 1" = 100'
Vertical Scale: 1" = 10'

HYDRAULIC DATA:

Drainage Area	34.2 mi.^{2}
Q_{100} Discharge	2260 ft.^{3}/sec.
Q_{100} Elevation	653.16 ft.
Backwater at Q_{100}	1.36 ft.
Gross Waterway Opening Required Below Q_{100} Elevation	650.63 ft.^{2}
Gross Waterway Opening Provided Below Q_{100} Elevation	650.63 ft.^{2}
Road Overflow Waterway Area	0 ft.^{2}
Velocity at Q_{100}	3.09 ft./sec.
Minimum Low Structure Elevation	654.47 ft.
Freeboard Provided (Above Q_{100})	1.31 ft.
Skew	8°
Existing Backwater at Q_{500}	1.11 ft.
Existing Gross Waterway Opening (Below Q_{500})	356.85 ft.^{2}
Existing Road Overflow Area	93.09 ft.^{2}
Existing Velocity at Q_{100}	5.02 ft./sec.
Existing Low Structure Elevation	650.84 ft.
Existing Freeboard Provided (Above Q_{100})	0 ft.
Q_{500} Discharge	2940 ft.^{3}/sec.
Q_{500} Elevation	653.73 ft.
Velocity at Q_{500}	4.97 ft./sec.

HYDRAULIC SCOUR DATA:

Q_{100} Scour Depth (Contraction)	5.94 ft.
Q_{100} Scour Depth (Total)	9.60 ft.
Minimum Flowline	642.60 ft.
Q_{100} Low Scour Elevation	633.0 ft.
Q_{500} Scour Depth (Contraction)	14.36 ft.
Q_{500} Scour Depth (Total)	18.14 ft.
Q_{500} Low Scour Elevation	624.46 ft.

EARTHWORK TABULATION:

Fill +25%	3,190 cys
Common Excavation	1,907 cys
Usable Waterway Excavation (70%)	215 cys
Surplus Foundation Excavation	105 cys
Borrow	2,557 cys
Total Waterway Excavation	300 cys
Benching (Estimated)	640 cys

NOTES:
See Sheet 2 for Utility Owners.

CONTINUOUS REINFORCED CONCRETE
SLAB BRIDGE
3 SPANS: 33'-0", 41'-6", 33'-0"
43'-4" CLEAR ROADWAY; SKEW 8°00'00" RT.
S.R. 2 OVER M.J. BROWN DITCH
LAKE COUNTY

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL: _____ DESIGN ENGINEER DATE

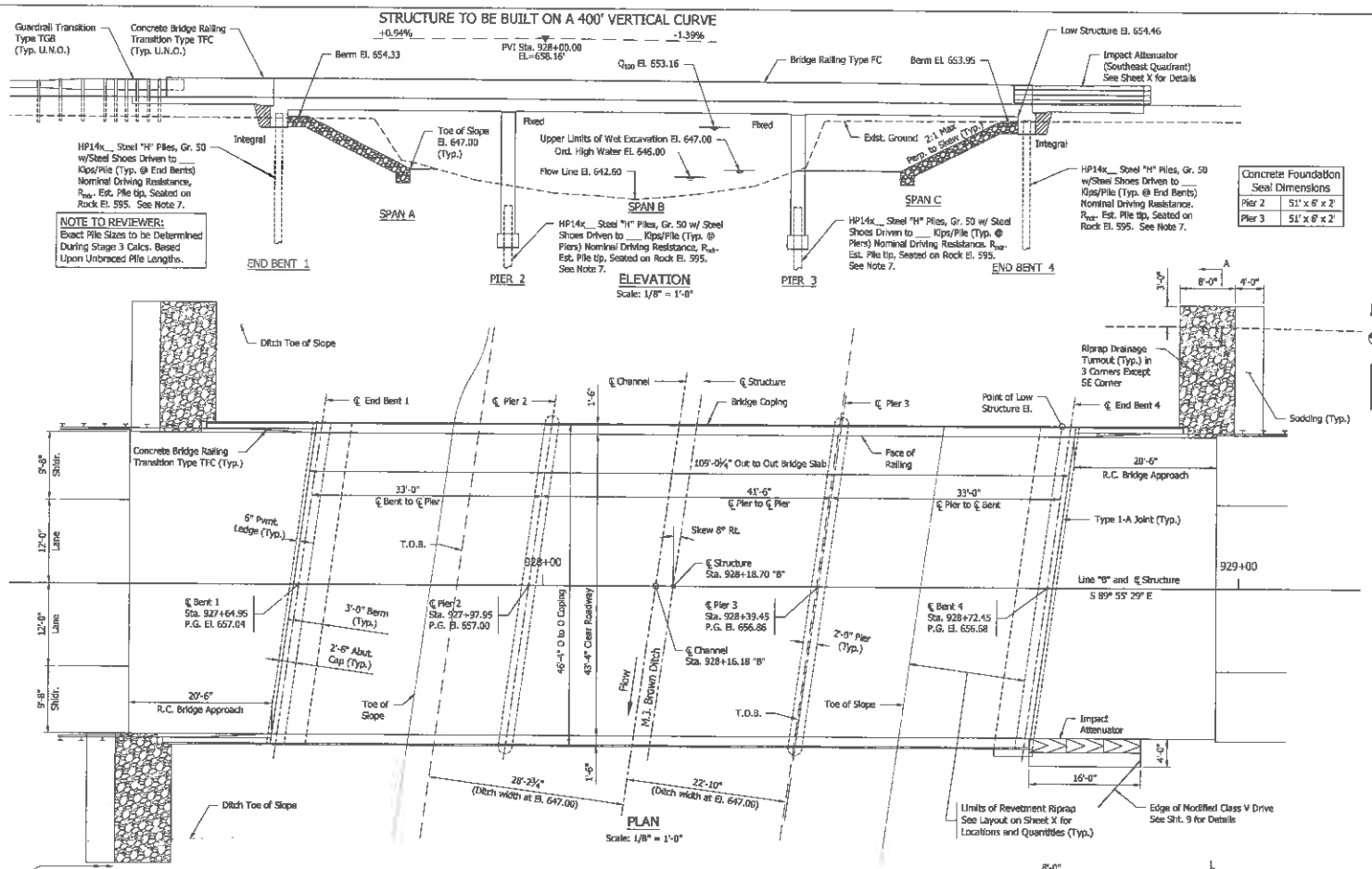
DESIGNED: TJM | DRAWN: BJS
CHECKED: BMA | CHECKED: TJM

INDIANA
DEPARTMENT OF TRANSPORTATION

BRIDGE LAYOUT
S.R. 2 OVER M.J. BROWN DITCH

HORIZONTAL SCALE	BRIDGE FILE
1"=20'	002-45-09632
VERTICAL SCALE	DESIGNATION
1"=5'	D900028
SURVEY BOOK	SHEETS
	14 of 27
CONTRACT	PROJECT
8-37688	D900028

BJS - 10/30/2016 2:42 PM - U:\2014\201461_00 indot ar2\Cad\Plan Set\Structure\146110BR_BL01.dwg



GENERAL NOTES:

1. Existing structure shall be removed. Plans for existing structure are on file at INDOT Central office as Bridge File No. 002-45-00802. Plans for Bridge Files 002-45-00802A, 002-45-00802B, and 002-45-00802C are available upon request.
2. Reinforcing steel cover shall be 2½" in the top and 1" minimum in the bottom of the floor slab, 3" in footings except bottom steel which shall be 4", and 2" in all other parts, unless noted otherwise.
3. The following surfaces shall be surface sealed:
   Top of bridge deck, copings, including underside of bridge deck from coping to drip bead, all exposed surfaces of concrete bridge railings, concrete bridge railing transitions, and RCBAs.
4. Concrete foundation seal required at each pier. See table for dimensions. The mudsill shown on piers 2 and 3 shall also be the concrete foundation seals. Assumed water surface elevation during foundation construction = 648.00 ft.
5. Concrete in the end bents, floor slab, railings, railing transitions, and reinforced concrete bridge approaches shall be Class "C." Concrete in the piers shall be Class "A." Concrete in the foundation seals shall be Class "B."
6. Reinforcing steel in pier stem shall be plain. All other reinforcing steel shall be epoxy coated.
7. One indicator pile shall be at an end bent and a pier, 2 total. The re-strike period for the indicator piles shall be 24 hours.

DESIGN DATA:

Design Strengths:

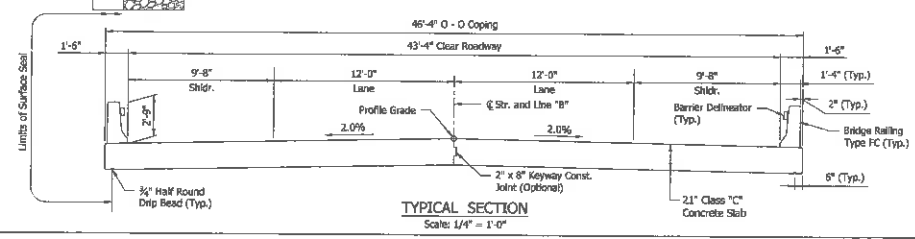
Class "C" Concrete	f'_c = 4,000 PSI
Class "B" Concrete	f'_c = 3,000 PSI
Class "A" Concrete	f'_c = 3,500 PSI
Reinforcing Steel	F_y = 60,000 PSI

Live Load:
Superstructure and Substructure designed for HL-93 loading, in accordance with the AASHTO LRFD Bridge Design Specifications 6th. edition, 2012, and its subsequent interims.

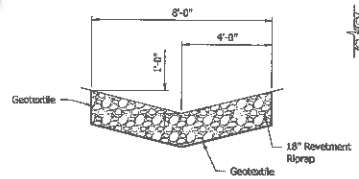
Dead Load:
Actual weight plus 35 psf (composite) for future wearing surface.

Seismic:
Site Class: D
Seismic Zone: 1

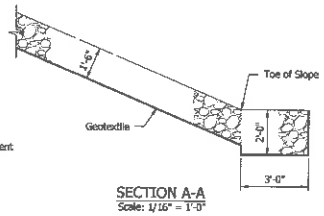
Slab designed with a structural depth of 20½".



TYPICAL SECTION
Scale: 1/4" = 1'-0"



RIPRAP DRAINAGE TURNOUT
TYPICAL SECTION
Scale: 1/16" = 1'-0"



SECTION A-A
Scale: 1/16" = 1'-0"

Note:
1. See Sheet __ for Riprap Limits

CONTINUOUS REINFORCED CONCRETE SLAB BRIDGE
3 SPANS: 33'-0", 41'-6", 33'-0"
43'-4" CLEAR ROADWAY; SKEW 8°00'00" RT.
S.R. 2 OVER M.J. BROWN DITCH
LAKE COUNTY

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

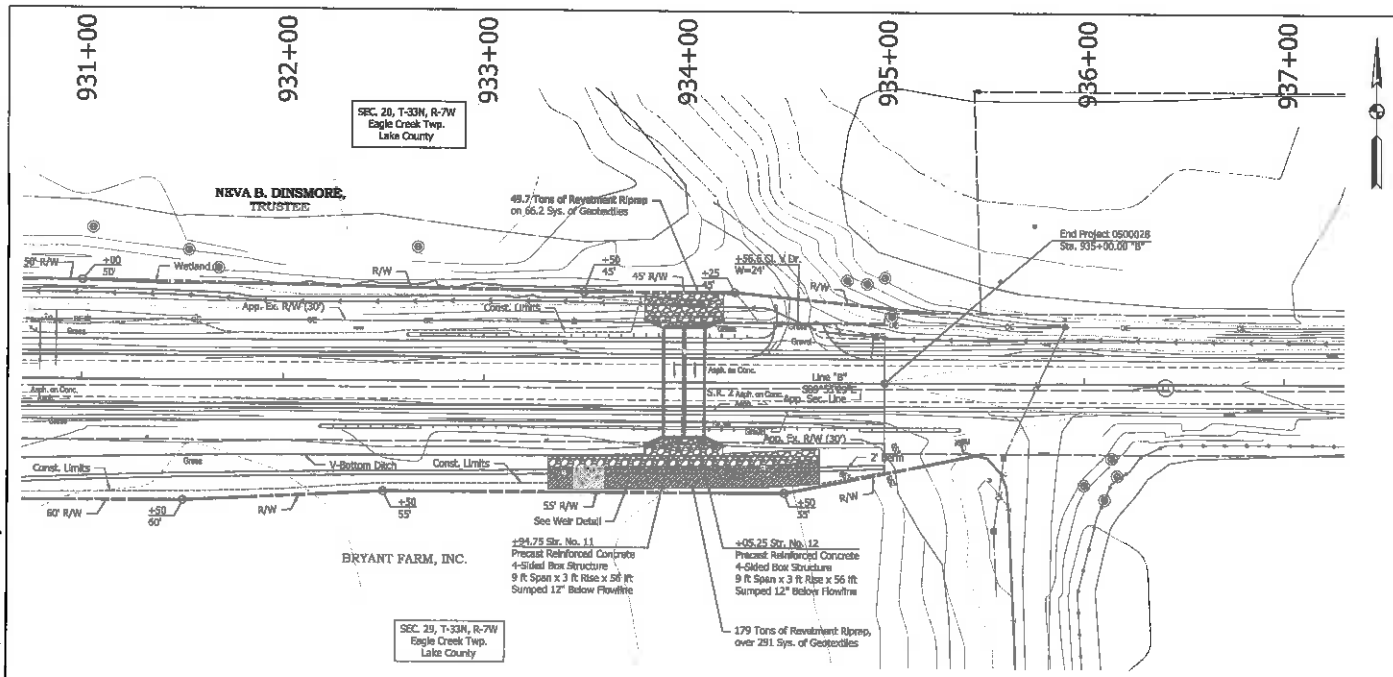
DESIGNED: TJM DRAWN: BJS
CHECKED: BMA CHECKED: TJM

INDIANA DEPARTMENT OF TRANSPORTATION

BRIDGE GENERAL PLAN

SCALE	BRIDGE FILE
AS NOTED	002-45-00832
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
	15 of 27
CONTRACT	PROJECT
B-37686	0500028

BJS— 8/15/2018 1:45 PM — U:\2014\201461_00 indot w2\Cad\Plan Set\Structural\146110GP_PE01.dwg

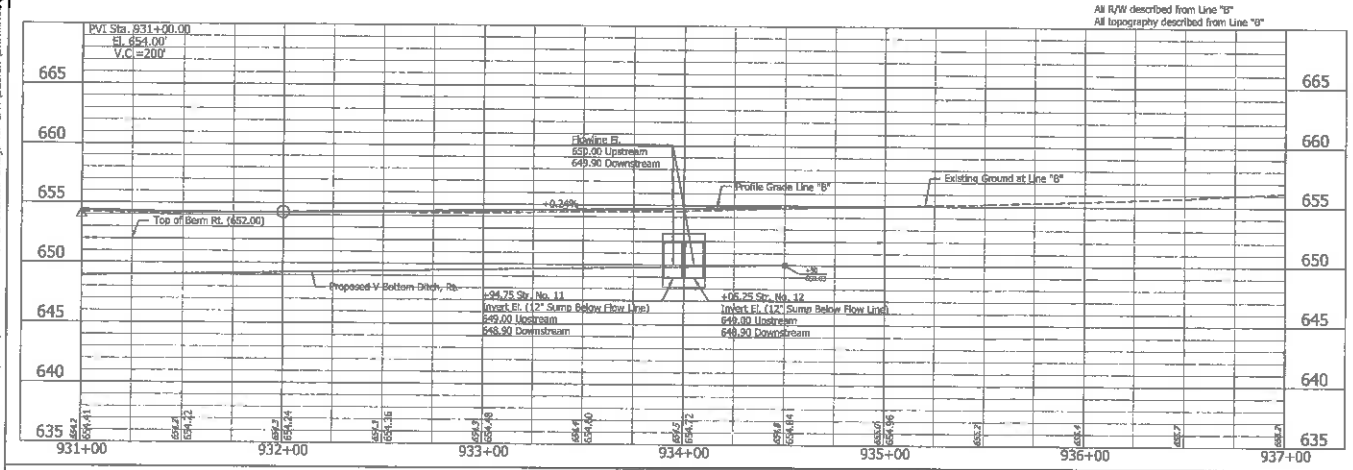


HYDRAULIC DATA

DRAINAGE AREA (*)	34.2 sq. mi.
Q_{100} DISCHARGE (*)	2260.0 cfs.
Q_{100} HEADWATER EL. (*)	653.16 ft.
BACKWATER (*)	1.20 ft.
VELOCITY @ Q_{100}	3.63 ft./sec.
GROSS WATERWAY AREA (BELOW Q_{100} EL.)	54.0 sft.
REQUIRED WATERWAY OPENING	54.0 sft.
WATERWAY OPENING PROVIDED	54.0 sft.
LOW STRUCTURE EL. PROVIDED	651.90 ft.
SKEW	0°

(*) NOTE: VALUES PROVIDED FOR ENTIRE HYDRAULIC SYSTEM INCLUDES BOTH THE BRIDGE AND OVERFLOW STRUCTURES.

All R/W described from Line "B"
All topography described from Line "B"



PRECAST 9'-0" SPAN x 3'-0" RISE
REINFORCED CONCRETE BOX CULVERT
CLEAR ROADWAY ; 0° SKEW
SR 2 OVER OVERFLOW
LAKE COUNTY

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE

DESIGNED: SC | DRAWN: DBF
CHECKED: DJK | CHECKED: DJK

INDIANA
DEPARTMENT OF TRANSPORTATION

STRUCTURES LAYOUT

HORIZONTAL SCALE	BRIDGE FILE
1" = 30'	002-49-09812
VERTICAL SCALE	DESIGNATION
1" = 5'	0500028
SURVEY BOOK	SHEETS
	16 of 27
CONTRACT	PROJECT
B-37669	0500028

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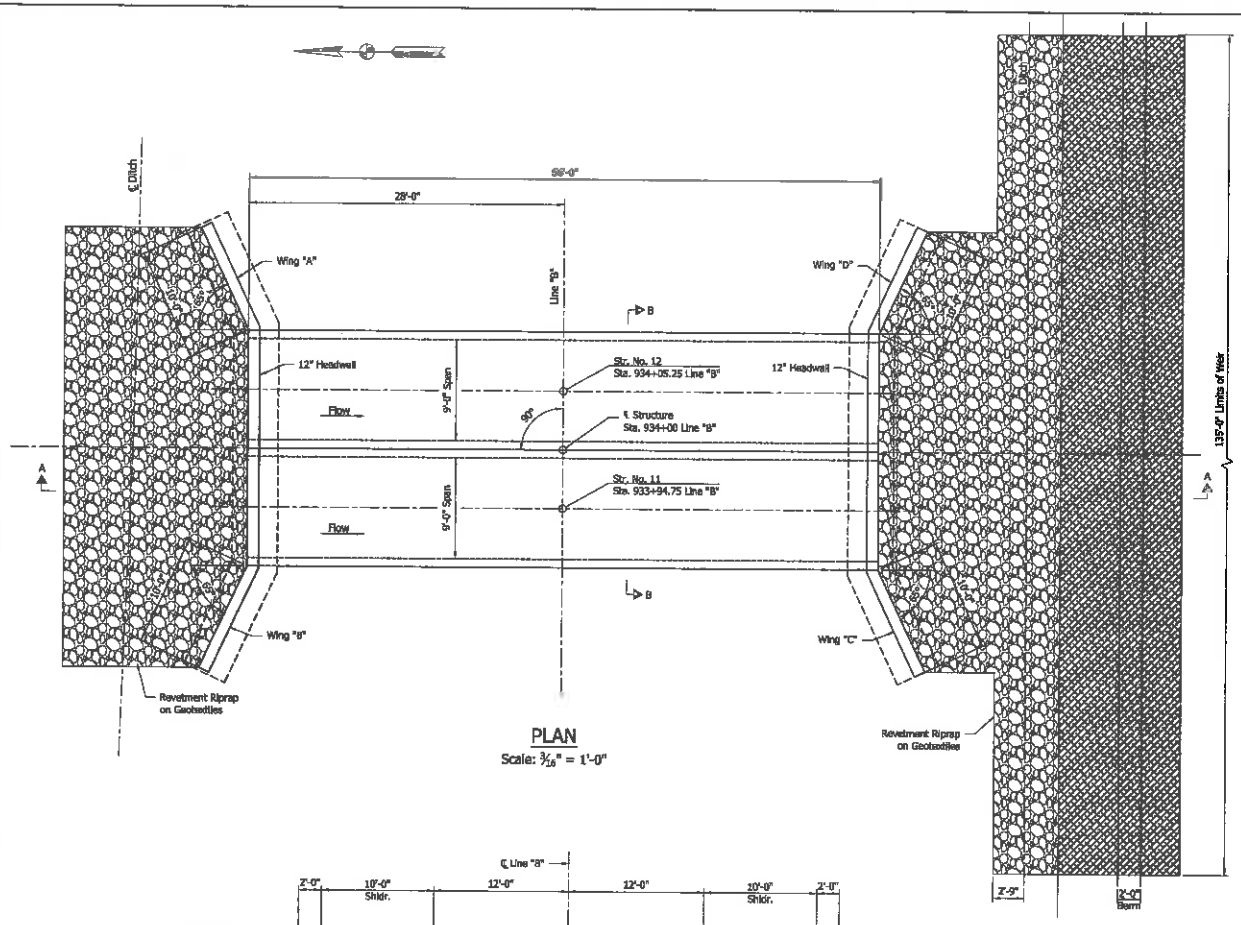
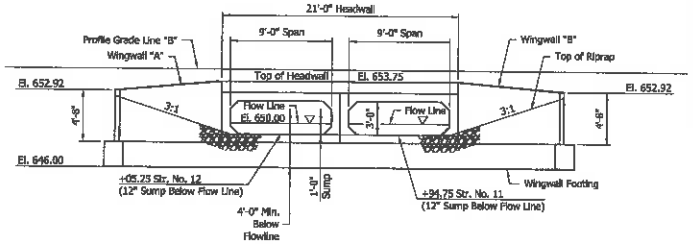


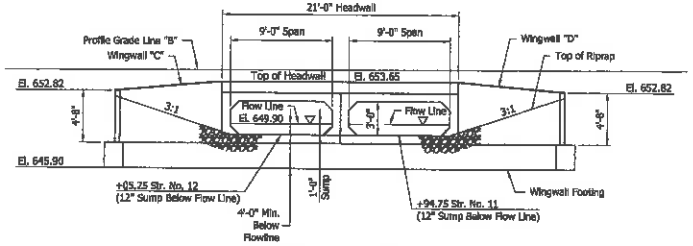
PLAN

Scale: 3/16" = 1'-0"



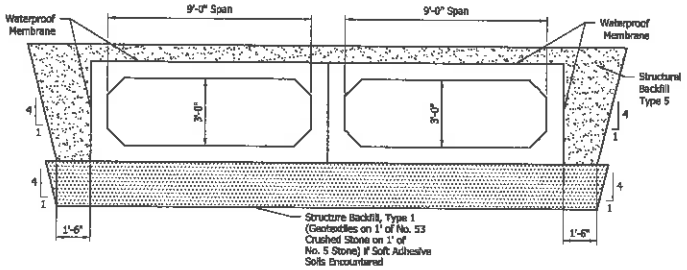
UPSTREAM ELEVATION

Scale: 3/16" = 1'-0"



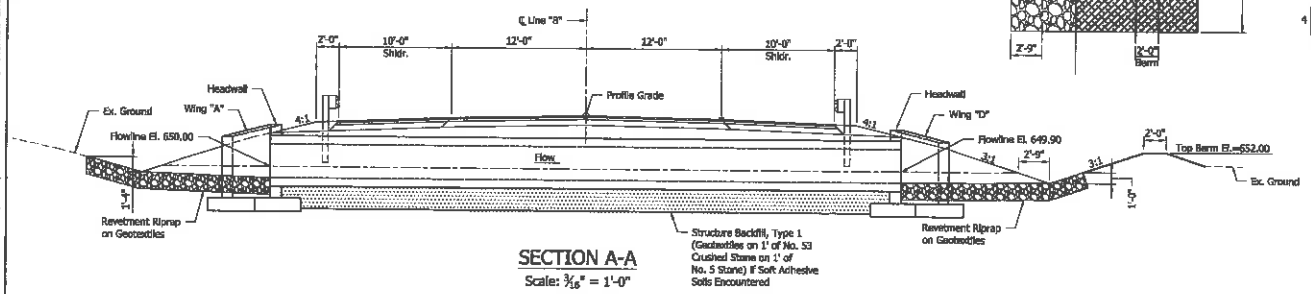
DOWNSTREAM ELEVATION

Scale: 3/16" = 1'-0"



SECTION B-B

Scale: 3/8" = 1'-0"



SECTION A-A

Scale: 3/16" = 1'-0"

PRECAST 9'-0" SPAN x 3'-0" RISE
REINFORCED CONCRETE BOX CULVERT
CLEAR ROADWAY ; 0° SKEW
SR 2 OVER OVERFLOW
LAKE COUNTY

A Three-Sided, Arch-Topped, or True-Arch
Structure Will Not Be Permitted at this Location.

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: SC | DRAWN: RJS
CHECKED: DJK | CHECKED: DJK

INDIANA
DEPARTMENT OF TRANSPORTATION

GENERAL PLAN
STRUCTURES

SCALE	BRIDGE FILE
AS NOTED	002-45-09632
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
-	17 of 27
CONTRACT	PROJECT
B-37688	0500028

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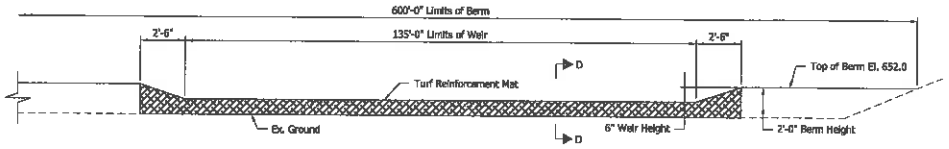
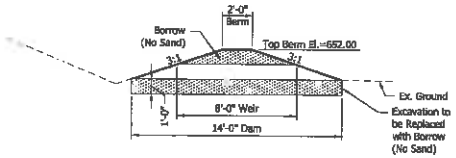


ELEVATION - WEIR

Not to Scale



SECTION D-D

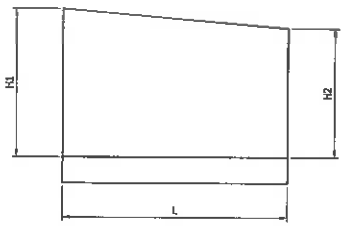
Scale: ¼" = 1'-0"

NOTE:
Refer to Geotechnical Addendum No. 1 for Berm Construction

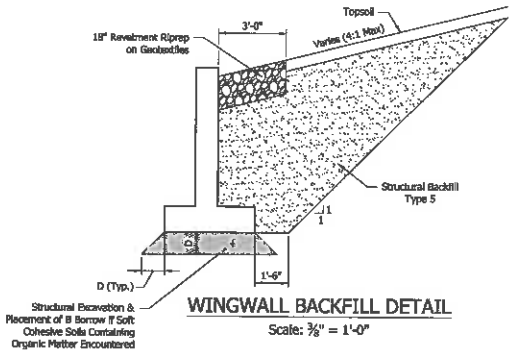
DESIGN DATA:

Wingwalls and Wingwall Foundations shall be designed in accordance with AASHTO LRFD Bridge Design Specifications, Sixth Edition 2012, and all subsequent interims.

Dead load increased 35 psf for future wearing surface.



WINGWALLS				
WINGWALL "X"	AREA (SFT)	H1 (FT)	H2 (FT)	L (FT)
"A"	50.85	5.50'	4.67'	10.00
"B"	50.85	5.50'	4.67'	10.00
"C"	50.85	5.50'	4.67'	10.00
"D"	50.85	5.50'	4.67'	10.00



WINGWALL BACKFILL DETAIL

Scale: ⅜" = 1'-0"

LEGEND

- BORROW
- RIPRAP
- STRUCTURAL BACKFILL
- TURF REINFORCEMENT MAT

PRECAST 9'-0" SPAN x 3'-0" RISE
REINFORCED CONCRETE BOX CULVERT
CLEAR ROADWAY ; 0° SKEW
SR 2 OVER OVERFLOW
LAKE COUNTY

NOT FOR CONSTRUCTION

AUCOMMENDED FOR APPROVAL
DESIGN ENGINEER DATE

DESIGNED: SC
DRAWN: DRF
CHECKED: DGP
CHECKED: DJK

INDIANA
DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS DETAILS
STRUCTURES

SCALE	BRIDGE FILE
AS NOTED	002-45-00602
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
	18 of 27
CONTRACT	PROJECT
B-37680	0500028

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PAVEMENT QUANTITIES AND APPROACH TABLE

LOCATION	DESCRIPTION (APPROACH TYPE OR CLASS)	WIDTH	LENGTH	RADII	DISTANCE BEYOND R/W LINE	SURFACE BEYOND R/W LINE: COMPACTED AGGREGATE BASE	SURFACE BEYOND R/W LINE: HMA	SURFACE BEYOND R/W LINE: PCCP	GRADE %	GRADE CYS	EXCAVATION	EXCAVATION FILL + 25%	HMA FOR APPROACHES: SURFACE	HMA FOR APPROACHES: INTERMED	HMA FOR APPROACHES: BASE	HMA FOR ROADS: SURFACE QC/QA, 2, 64	HMA FOR ROADS: INTERMED QC/QA, 2, 64	HMA FOR ROADS: SURFACE, QC/QA, 2, 64	HMA FOR ROADS: INTERMED QC/QA, 3, 64	HMA FOR ROADS: SURFACE TYPE A	HMA FOR ROADS: INTERMED TYPE A	SEAL COAT TYPE	ASPHALT MATERIAL: PRIME COAT	ASPHALT MATERIAL: TACK COAT	COMPACTED AGGREGATE FOR BASE NO. 53 DEPTH 6"		COMPACTED AGGREGATE FOR SURFACE NO. 73 DEPTH		LIQUID ASPHALT SEALANT	JOINT ADHESIVE SURFACE	JOINT ADHESIVE INTERMEDIATE	SUBGRADE TREATMENT TYPE IB	SUBGRADE TREATMENT TYPE II	REMARKS
		FT	FT	FT	FT	SYS	SYS	%	%	CYS	CYS	CYS	TONS	TONS	TONS	TONS	TONS	TONS	TONS	TONS	TONS		SYS	SYS	TONS		TONS		LFT	LFT	LFT	SYS	SYS	
Project Limits											860	3424																							
																																	384		
928+32.6	Mod. Cl. V Dr.	12.8	83	-	61				5				32.8	54.3	173.3																				
																																	33		
934+56.6	Mod. Cl. V Dr.	24	33	15	0				1.1				2.7	4.5	14.6																				
TOTALS:											860	3424	35.2	58.8	187.9																		417		

STRUCTURE DATA TABLE

STRUCTURE NUMBER	LOCATION: STATION	OFFSET	LEFT	CROSS	RIGHT	SIZE	PIPE TYPE	MANHOLE, INLET, CATCH BASIN, OR SPECIALTY STRUCTURE AND TYPE	LENGTH	SKEW	FLOW LINE: COVER	FLOW LINE: UP STREAM	FLOW LINE: DOWN STREAM	SERVICE LIFE	SITE DESIGNATION	pH	BACKFILL METHOD	STRUCTURE BACKFILL			REINFORCEMENT REPRAP	NO. 2 STONE	VIDEO INSPECTION	PIPE END SECTION	GRATED BOX END SECTION			SAFETY METAL END SECTION			REMARKS
		FT				IN.			LFT		FT	ELEV.	ELEV.	YR				TYPE	CYS	TONS	TONS	TONS	LFT	EA.	TYPE	SLOPE	EA.	TYPE	SLOPE	EA.	
11	928+93	46.1			●	15	3	---	16			848.46	847.98	75	ABR	6.5								1							1-Automatic Drainage Gate Req'd.
12	933+94.75			●				9'x3' RCBC	56		2.7	849.00	848.90	75	ABR	6.5		5	48	25	87.5										
13	934+05.25			●				5'x3' RCBC	56		2.7	849.00	848.90	75	ABR	6.5		5	48	25	87.5										
14	934+57.5	32.5	●			15	3	---	65		0.8	852.03	850.16	75	ABR	6.5								1				6:1	1		
																			96	50	175										

MONUMENT TABLE

STATION	OFFSET	MONUMENT

R/W MARKER TABLE

STATION	OFFSET	MONUMENT
923+00	42' Lt.	
923+00	40' Rt.	
925+90	40' Rt.	
926+00	45' Rt.	
926+50	50' Lt.	
927+00	45' Rt.	
928+25	65' Rt.	
929+50	65' Rt.	
930+00	60' Rt.	
931+00	50' Lt.	
931+50	60' Rt.	
932+50	55' Rt.	
933+50	45' Lt.	
934+50	55' Rt.	
935+25	45' Lt.	
935+50	35' Rt.	

PERMANENT EROSION CONTROL SUMMARY TABLE

LOCATION: FROM STATION	TO STATION	LEFT	CROSS	RIGHT	ACTUAL LENGTH	PAVEMENT SIDE DITCH: CUT WALLS (9 FT EQUAL LENGTH EACH)	TOTAL EQUIVALENT PAY LENGTHS TYPE					RIPRAP DITCH: RIPRAP, REVETMENT	RIPRAP, UNIFORM	GEOTEXTILES	SODDING: FOR PAVED SIDE DITCHES	FOR DITCHES	FOR MEDIAN	FOR SHOULDER BREAK	SODDING AT BRIDGE CONE	TOTAL SODDING	NURSERY SODDING FOR LAWNS
					EACH	LFT	LFT	LFT	LFT	LFT	LFT	TONS	TONS	SYS	SYS	SYS	SYS	SYS	SYS	SYS	SYS
927+77	927+88			●								4.8	6.1								
927+90	928+07	●										7.9	13.0								
928+23	928+45			●								9.6	15.6								
928+46	928+62	●										6.9	11.4								
934+05	934+25	●													23						
934+90	935+25	●													32						
TOTALS:												29.2	48.1		55						

MAILBOX APPROACHES

LT./RT.	C/L BOX STATION	DESCRIPTION	WIDTH, W(FT)	ASSEMBLY REQ'D. SINGLE	DOUBLE	
		TOTALS:				

STRUCTURE NUMBER

		11	14
PIPE TYPE / SHAPE		3	3
SMOOTH PIPE SIZE		15	15
CORRUGATED PIPE SIZE		15	15
RCP/RCHEP (S)	CLASS	II	III
	D 0.01 RATING	1000	1250
NON-REINFORCED CONCRETE PIPE, CLASS 3 (S)		X	
CORRUGATED PE PIPE, TYPE S (S) *			
RIBBED PE PIPE (S) *			
SMOOTH WALL PE PIPE (S) */MAXIMUM DR.			
PROFILE WALL PVC PIPE (S)			
SMOOTH WALL PVC PIPE (S) *			
VITRIFIED CLAY PIPE, EXTRA STRENGTH (S)			
CORRUGATED STEEL PIPE/PIPE-ARCH: FULLY BIT. PAVED & LINED (S)	CORR. PROFILE		
	THICKNESS		
ZINC COATED (C)	CORR. PROFILE		
	THICKNESS		
ZINC COATED W/BPI (C)	CORR. PROFILE		
	THICKNESS		
ALUM. COATED TYPE 2 (C)	CORR. PROFILE		
	THICKNESS		
ALUM. COATED TYPE 2 W/BPI (C)	CORR. PROFILE		
	THICKNESS		
POLYMER PRECOATED GALVANIZED (C)	CORR. PROFILE		2-2½" x ½"
	THICKNESS		0.109
POLYMER PRECOATED GALVANIZED W/ BPI (C)	CORR. PROFILE		2-2½" x ½"
	THICKNESS		0.109
POLYMER PRECOATED GALVANIZED CORRUGATED STEEL PIPE TYPE 1A (S)	CORR. PROFILE		
	THICKNESS		
FIBER BONDED BITUMINOUS COATED W/ BPI (C)	CORR. PROFILE		
	THICKNESS		
CORRUGATED ALUM. ALLOY PIPE (C)	CORR. PROFILE		2-2½" x ½"
	THICKNESS		0.060
CORRUGATED ALUM. ALLOY PIPE W/ BPI (C)	CORR. PROFILE		2-2½" x ½"
	THICKNESS		0.060
STR. PLATE ALUMINUM ALLOY PIPE (C)	CORR. PROFILE		
	THICKNESS		
STR. PLATE ALUMINUM ALLOY PIPE W/CFP (C)	CORR. PROFILE		
	THICKNESS		
STR. PLATE STEEL PIPE (C)	CORR. PROFILE		
	THICKNESS **		
STR. PLATE STEEL PIPE W/CFP (C)	CORR. PROFILE		
	THICKNESS **		

RCP – REINFORCED CONCRETE PIPE
RCHEP – REINFORCED CONCRETE HORZONTAL ELLIPTICAL PIPE
PE – POLYETHYLENE
DR – DIMENSION RATIO
PVC – POLYVINYL CHLORIDE
BIT – BITUMINOUS
CORR – CORRUGATION
BPI – BITUMINOUS PAVED INVERT
ALUM – ALUMINUM
STR – STRUCTURAL
CFP – CONCRETE FIELD PAVING
CIR – CIRCULAR PIPE
DEF – DEFORMED PIPE
(S) – SMOOTH PIPE MATERIAL
(C) – CORRUGATED PIPE MATERIAL
OK – ACCEPTABLE FOR USE
(LS) – LOCK SEAMED PIPE REQUIRED
* – REFER TO STD. DRAWING 715-PHCL-18 OR 19 FOR NOMINAL DIAMETER APPROPRIATE FOR PAY ITEM DIAMETER

** – TABULATED THICKNESS REFERS TO TOP AND SIDE PLATES. BOTTOM PLATES SHALL BE NEXT GREATER THICKNESS.

GUARDRAIL SUMMARY TABLE

LOCATION: FROM STATION	TO STATION	LEFT	MEDIAN LEFT	MEDIAN RIGHT	RIGHT	W-BEAM GUARD RAIL LENGTH: STANDARD POST AT 6'-3" SPA.	STANDARD POST AT 3'-1.5" SPA.	DOUBLE FACED AT 6'-3" SPA.	DOUBLE FACED AT 3'-1.5" SPA.	SHOP CURVED AT ___ SPA.	NESTED GUARD RAIL	GUARD RAIL FLARE RATE	GUARD RAIL TRANSITION TYPE TGB	GUARD RAIL TRANSITION TYPE ___	GUARD RAIL END TREATMENT TYPE G5	CURVED W-BEAM GUARD RAIL SYSTEM: TERMINAL SYSTEM		CONNECTOR SYSTEM		GUARD RAIL REMOVE	GUARD RAIL RESET	IMPACT ATTENUATOR TYPE R1, W1, TL-2	IMPACT ATTENUATOR TYPE ___	REMARKS
						(LFT)	(LFT)	(LFT)	(LFT)	(LFT)	(LFT)		(EA)	(EA)	(EA)	(TYPE)	(EA)	(TYPE)	(EA)	(LFT)	(LFT)	(EA)	(EA)	
926+46.08	927+21.08				●	75							1		1					130				
927+02.16	927+27.16	●				25							1		1					130				
928+69.97	928+85.97				●															25		1		
929+16.32	933+53.82	●				437.5					1		1		1	2	1			125				
932+68.75	934+87.5				●	118.75					1				2									
TOTALS:						656.25					2		3		5		1			410		1		

NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: FRM | DRAWN: BJS
CHECKED: DGD | CHECKED: FRM

INDIANA DEPARTMENT OF TRANSPORTATION

ROAD SUMMARY SHEET

SCALE	BRIDGE FILE
	002-46-07632
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
	19 of 27
CONTRACT	PROJECT
B-37668	0500028

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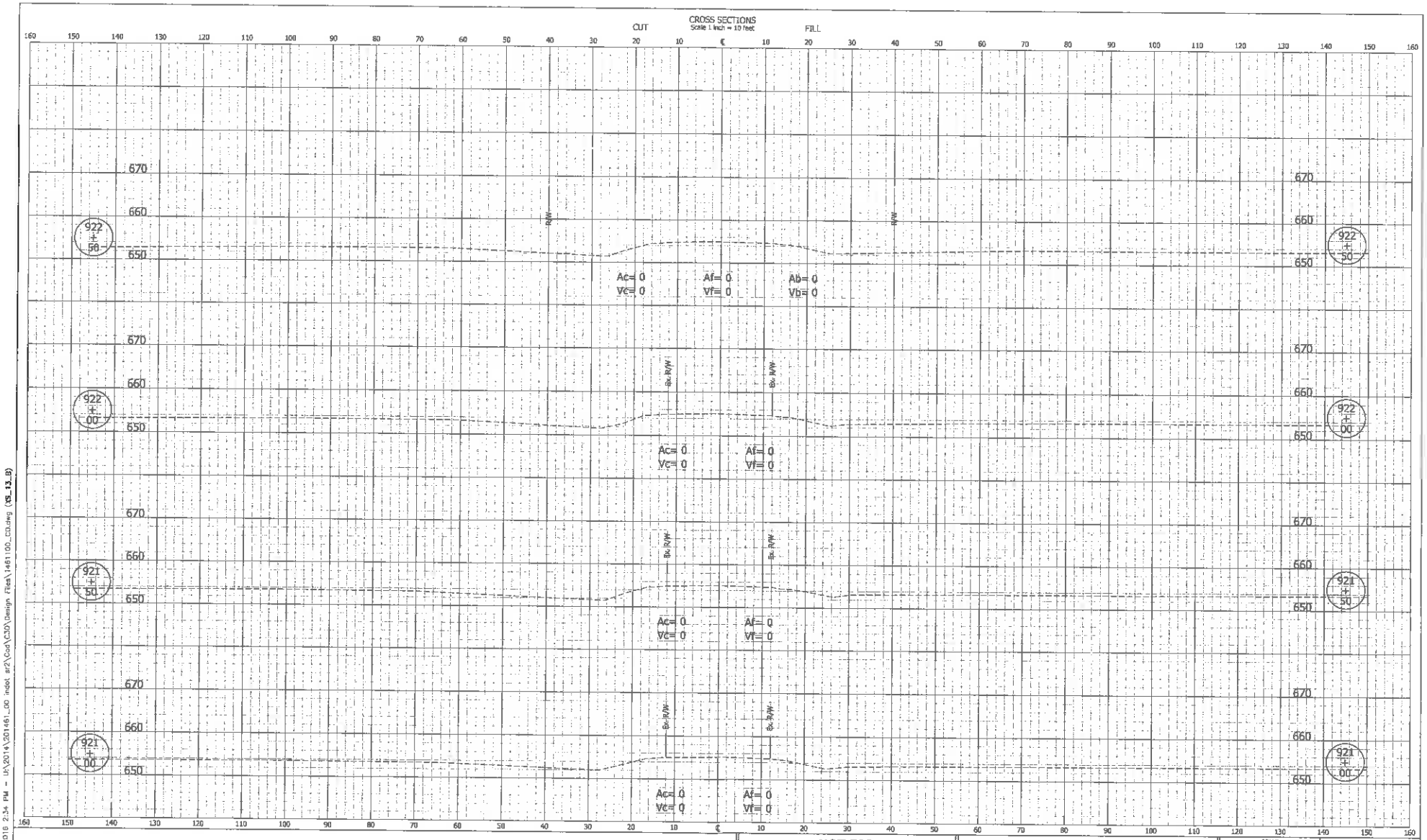

NOT FOR CONSTRUCTION	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1" = 10'	BRIDGE FILE 002-05-09632
			DESIGNATION 0500026
DESIGNED: PRM	DRAWN: BUS	SURVEY BOOK	SHEETS
CHECKED: MPJ	CHECKED: MPJ		20 of 27
	CROSS SECTIONS LINE "B"	CONTRACT B-37698	PROJECT 0500026

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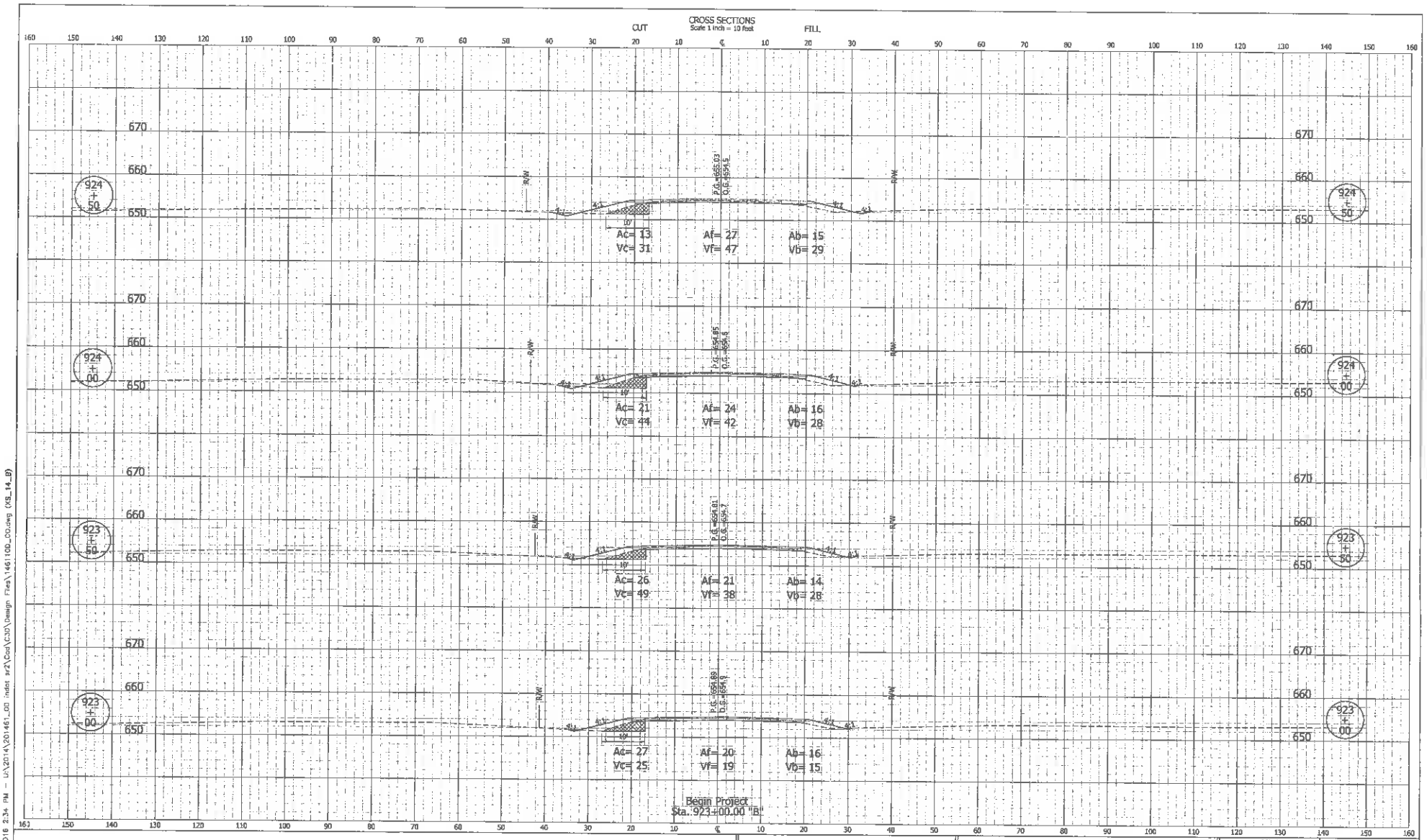

NOT FOR CONSTRUCTION	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1" = 10'	BRIDGE FILE 002-46-05832
			DESIGNATION 0500028
DESIGNED: FRM / DRAWN: BJS	CROSS SECTIONS LINE "B"	SURVEY BOOK	SHEETS 21 of 27
CHECKED: MFI / CHECKED: MFI		CONTRACT B-37886	PROJECT 0500028

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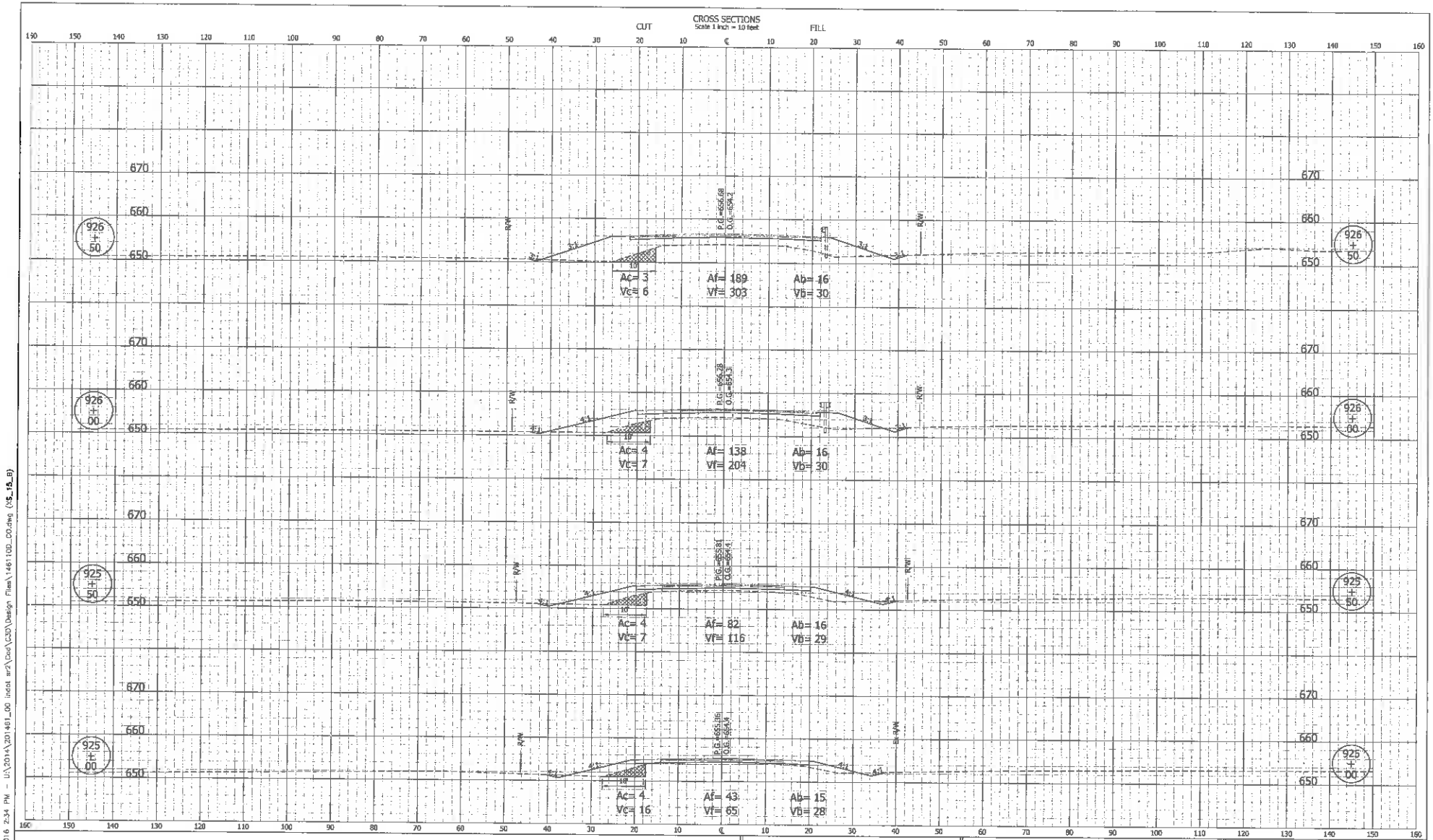

NOT FOR CONSTRUCTION

INDIANA DEPARTMENT OF TRANSPORTATION

CROSS SECTIONS
LINE "B"

DESIGNED: FRM	DRAWN: BJS
CHECKED: MFB	CHECKED: MFB

SCALE	BRIDGE FILE
1" = 10'	002-45-09832
	DESIGNATION
	0500028
SURVEY BOOK	SHEETS
-	22 of 27
CONTRACT	PROJECT
B-37688	0500028

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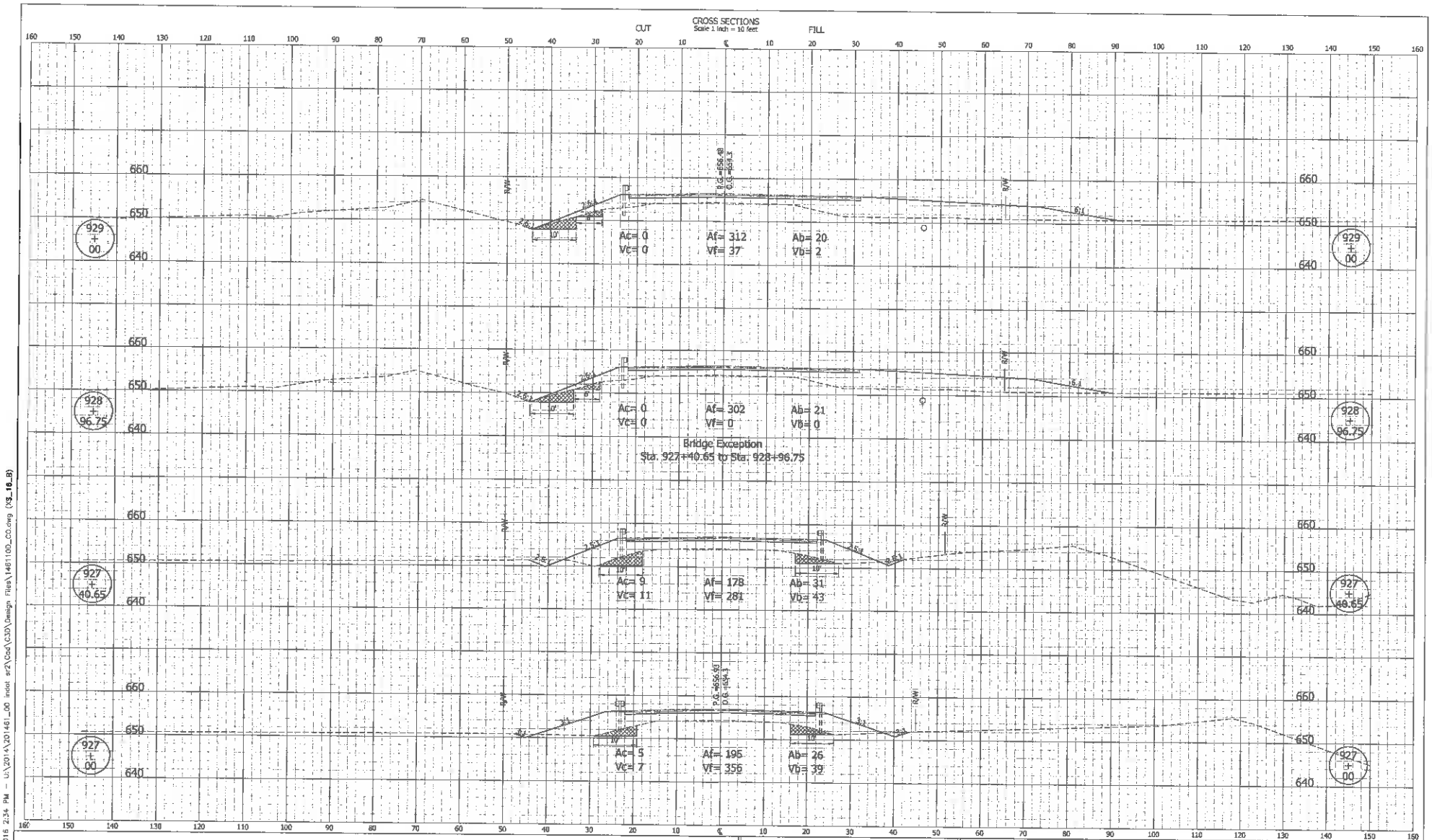

NOT FOR CONSTRUCTION	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1" = 10'	BRIDGE FILE 002-45-09532
DESIGNED: FBM / DRAWN: BGS	CROSS SECTIONS LINE "B"	SURVEY BOOK -	DESIGNATION 0500028
CHECKED: MFJ / CHECKED: MFJ		CONTRACT B-37698	SHEETS 23 of 27
			PROJECT 0500028

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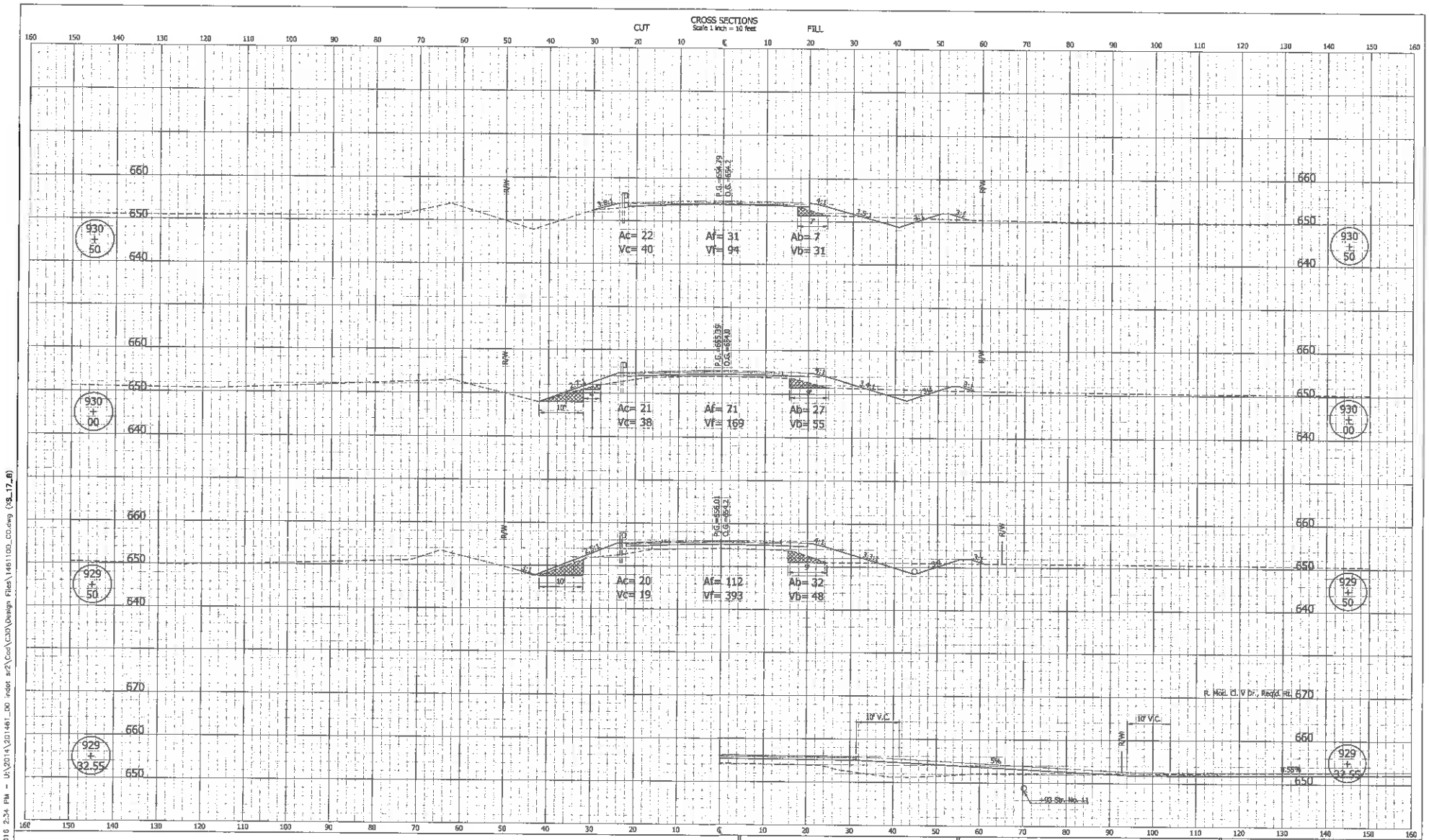

NOT FOR CONSTRUCTION	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1" = 10'	BRIDGE FILE 002-45-09632
DESIGNED: RRM	DRAWN: BJS		DESIGNATION 0500028
CHECKED: MFJ	CHECKED: MFJ	SURVEY BOOK	SHEETS 24 of 27
	CROSS SECTIONS LINE "B"	CONTRACT B-37686	PROJECT 0500028

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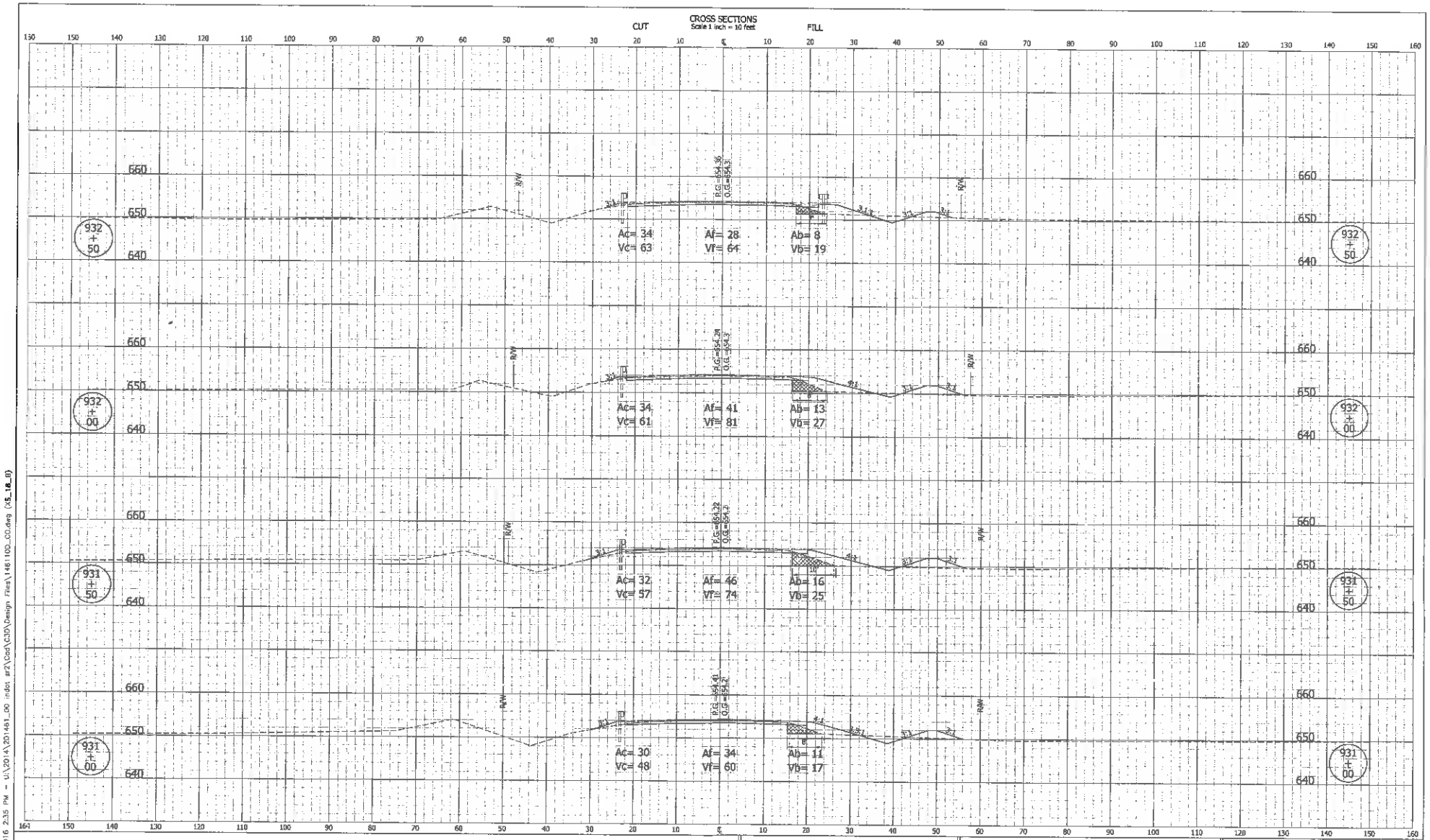

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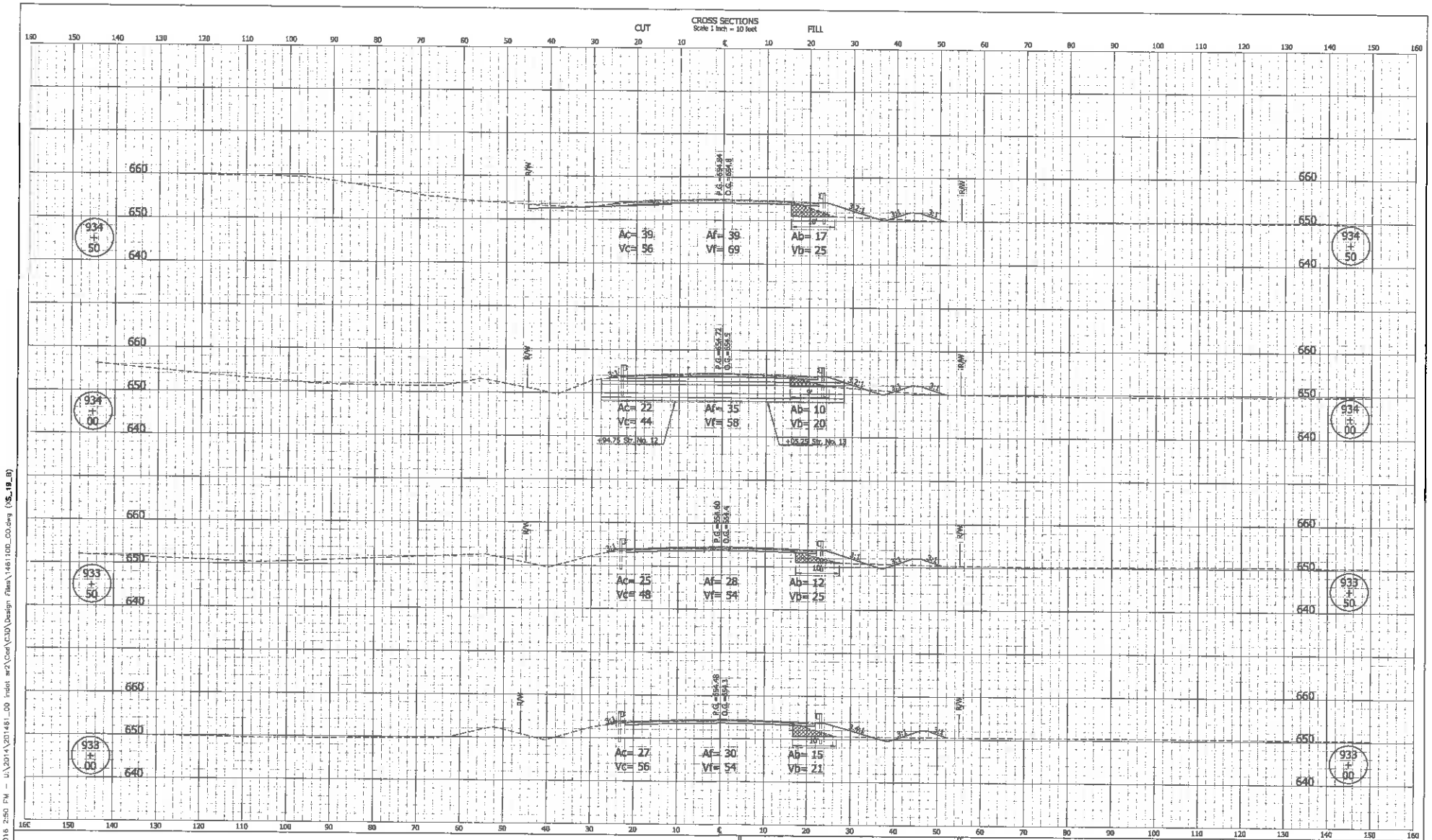
			DESIGNATION 0500026
DESIGNED: FRM	DRAWN: BIS	SURVEY BOOK	SHEETS
CHECKED: MFJ	CHECKED: MFJ		25 of 27
	CROSS SECTIONS LINE "B"	CONTRACT B-37686	PROJECT 0500026



NOT FOR CONSTRUCTION

INDIANA DEPARTMENT OF TRANSPORTATION

CROSS SECTIONS
LINE "B"

DESIGNED: FRM	DRAWN: BJS
CHECKED: MFJ	CHECKED: MFJ

SCALE 1" = 10'	BRIDGE FILE 002-45-09632
	DESIGNATION B500028
SURVEY BOOK -	SHEETS 26 of 27
CONTRACT B-37665	PROJECT B500028

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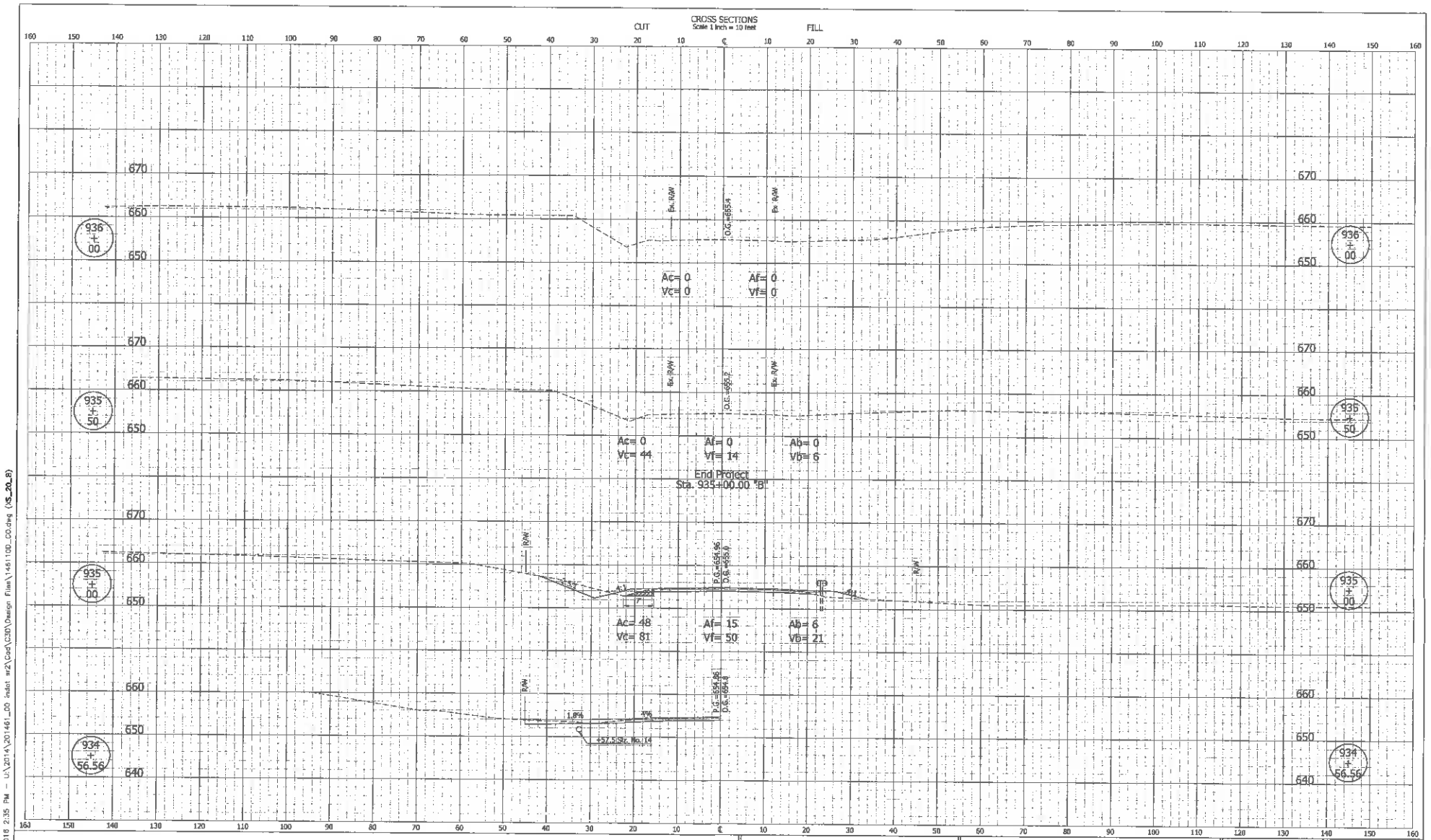


NOT FOR CONSTRUCTION

INDIANA
DEPARTMENT OF TRANSPORTATION

CROSS SECTIONS
LINE "B"

DESIGNED: FRM	DRAWN: GJS
CHECKED: MFJ	CHECKED: MFJ

SCALE 1" = 10'	BRIDGE FILE 002-45-08632
	DESIGNATION 0500028
SURVEY BOOK	SHEETS 27 of 27
CONTRACT B-37688	PROJECT 0500028

GDH - 10/20/2016 2:35 PM - U:\2014\201461_00 indot m2\Cad\C3D\Design Files\146110D_CO.dwg (XS_20_B)

6-D
12-21-16

APPLICATION NO. 304-12-16-I-III

APPLICATION FOR PERMISSION TO PERFORM THE FOLLOWING TASK(S) WITHIN A REGULATED DRAIN
[PLEASE CHECK THE APPROPRIATE BOX]

[x] **I. WORK WITHIN A REGULATED DRAIN**

[ ] **II. CONNECT/DISCHARGE INTO THE DRAIN/EASEMENT**

[x] **III. PLACE TEMPORARY/PERMANENT STRUCTURE IN THE DRAIN/EASEMENT**

[ ] **IV. REDUCE EASEMENT FROM SEVENTY-FIVE (75) FEET**

TO THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY, INDIANA;

(Name) NIPSCO c/o Primera Engineers
650 Warrenville Road Suite 200
Lisle, IL 60532

HEREINAFTER CALLED APPLICANT, HEREBY MAKES APPLICATION TO THE LAKE COUNTY DRAINAGE BOARD TO PERFORM THE ABOVE DESCRIBED ACTIVITY WITHIN A REGULATED DRAIN AND/OR THE EASEMENT FOR A REGULATED DRAIN WHICH IS PART OF THE DRAINAGE SYSTEM FOR LAKE COUNTY, INDIANA.

THE LOCATION IS AS FOLLOWS:

NAME OF WATERWAY: Plum Creek/Hart Ditch and Dyer Ditch

SECTION(s): _____ TOWNSHIP: St. John RANGE: _____

ADDRESS OR DESCRIPTION OF LOCATION Located within Briar Ridge Country Club in Dyer, from Main Street South running parallel with Plum Creek/Hart Ditch to cross North over to backlots to cross Killarney Drive

THE REQUEST IS TO CONSIST OF THE FOLLOWING ACTIVITIES:

Install 3 phase conductor (cable) in 4" plastic conduit

THE PURPOSE OF THE REQUEST IS TO:

Obtaining drainage easement permission in order to install cable and conduit by directional bore method.

1. THE APPLICANT HEREBY AGREES TO RESTORE THE LAND, DRAINAGE DITCHES AND ALL OTHER SURFACES AND/OR STRUCTURES WITHIN THE DITCH AND REGULATED DRAIN EASEMENT TO A CONDITION AS GOOD OR BETTER THAN THEY WERE PRIOR TO THE COMMENCEMENT OF THE WORK.

2. THE APPLICANT SHALL AND WILL INDEMNIFY AND HOLD HARMLESS ANY AND ALL COUNTY ENTITIES, INCLUDING BUT NOT LIMITED TO THE COUNTY OF LAKE, BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY SURVEYOR, ITS ELECTED OFFICIALS, ITS APPOINTED OFFICIALS, ITS OFFICERS, ITS EMPLOYEES, ITS DEPARTMENTS, ITS BOARDS AND/OR AGENTS FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, LOSSES, DEMANDS, OR COSTS PROXIMATELY CAUSED BY THE FAULT, CULPABILITY OR NEGLIGENCE OF THE APPLICANT IN THE PERFORMANCE OF OR IN ANY WAY RELATED TO OR RESULTING FROM THE PERMITTED WORK OVER AND ACROSS THE DRAINS OR DRAINAGE RIGHTS-OF-WAY UNDER THE JURISDICTION OF THE LAKE COUNTY DRAINAGE BOARD.

3. **IMPORTANT CLAUSE IN THIS PERMIT APPLICATION: THE APPLICANT FURTHER AGREES TO NOTIFY THE LAKE COUNTY DRAINAGE BOARD OR THE LAKE COUNTY SURVEYOR IN WRITING AT LEAST FIVE (5) DAYS IN ADVANCE OF THE COMMENCEMENT OF THE WORK DESCRIBED IN THIS APPLICATION, AND WILL ALSO GIVE NOTICE TO THE LAKE COUNTY DRAINAGE BOARD OR THE LAKE COUNTY SURVEYOR THE DAY PRECEDING THE COMPLETION OF THE WORK. FAILURE TO PROVIDE SUCH NOTICE MAY CAUSE REVOCATION OF THE PERMIT(S) AND APPLICANT MAY INCUR PENALTIES. PLEASE SEND NOTICES TO: LAKE COUNTY DRAINAGE BOARD, ATTN: LAKE COUNTY DRAINAGE BOARD SECRETARY, 2293 N. MAIN STREET, CROWN POINT, IN 46307**

4(a). THE APPLICANT AGREES TO AVOID CAUSING DAMAGE TO THE ESTABLISHED REGULATED DRAIN OR TO LANDOWNERS AFFECTED BY THE DRAIN, PURSUANT TO I.C.36-9-27-72(D).

4(b). FOR APPLICATIONS REGARDING THE PLACEMENT OF TEMPORARY STRUCTURES IN THE DRAIN'S EASEMENT (BOX III, PAGE 1), SUCH AS FENCES, TREES, GARDENS, SHEDS, ETC., THE APPLICANT UNDERSTANDS THAT, IF THE DRAINAGE BOARD GRANTS PERMISSION TO PLACE SAID TEMPORARY STRUCTURES WITHIN THE DRAINAGE EASEMENT, SAID PLACEMENT IS AT THE OWNER'S RISK. SHOULD THE COUNTY SURVEYOR/DRAINAGE BOARD, THEIR AGENTS, REPRESENTATIVES, CONTRACTORS OR OTHERS AT THE DIRECTION OF SAID COUNTY SURVEYOR/DRAINAGE BOARD, NEED ACCESS TO THE DRAIN OR EASEMENT AND THE STRUCTURE REQUIRES REMOVAL, THE OWNER SHALL REMOVE SAME AT THE OWNER'S EXPENSE. SHOULD THE OWNER FAIL TO REMOVE SAME IN A TIMELY FASHION, THEN THE COUNTY SURVEYOR/DRAINAGE BOARD SHALL CAUSE SAME TO BE REMOVED AND THE OWNER SHALL HAVE NO RECOURSE. AFTER COMPLETION OF THE COUNTY SURVEYOR'S/DRAINAGE BOARD'S ACTIVITY, THE OWNER SHALL HAVE THE RIGHT TO REINSTALL THE TEMPORARY STRUCTURE IN COMPLIANCE WITH THE COUNTY SURVEYOR'S/DRAINAGE BOARD'S REQUIREMENTS. THE COUNTY SURVEYOR/DRAINAGE BOARD MAY REQUIRE PAYMENT FROM THE OWNER FOR THE COST OF THE REMOVAL OR REPLACEMENT FOR ANY OF SAID ITEMS, PURSUANT TO STATUTE.

5. THE APPLICANT SHALL HAVE WORKMAN'S COMPENSATION INSURANCE AS REQUIRED BY STATE LAW.

6. THE APPLICANT SHALL PAY THE LAKE COUNTY SURVEYOR'S OFFICE AN APPLICATION FEE(S) PRIOR TO THE APPLICATION BEING CONSIDERED AT THE NEXT MONTHLY LAKE COUNTY DRAINAGE BOARD MEETING.

7. THE APPLICANT SHALL CARRY PUBLIC LIABILITY INSURANCE MEETING THE MAXIMUM DOLLAR LIMITS AS SPECIFIED IN I.C. 34-13-3-1 ET SEQ. OR ANY SUBSEQUENTLY ENACTED APPLICABLE STATUTES, AND SHALL LIST THE COUNTY OF LAKE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, THE LAKE COUNTY DRAINAGE BOARD, LAKE COUNTY SURVEYOR, ITS ELECTED OFFICIALS, ITS APPOINTED OFFICIALS, ITS OFFICERS, ITS EMPLOYEES, ITS DEPARTMENTS, ITS BOARDS AND AGENTS AS OTHER INSUREDS.

8. THIS PERMIT DOES NOT OBVIATE THE NEED TO OBTAIN ANY OTHER FEDERAL, STATE AND/OR LOCAL AUTHORIZATION, IF REQUIRED.

9 BY SUBMITTING THIS APPLICATION, THE APPLICANT HEREBY STATES THE FOLLOWING:

A. THE PROPOSED WORK MEETS ALL HYDRAULIC REQUIREMENTS THAT WILL PERMIT THE DRAIN TO FUNCTION PROPERLY. (I.C. 36-9-37-72 (C)).

B. THE REGULATED DRAIN IS ADEQUATE TO HANDLE THE ADDITIONAL FLOW OF WATER, IF ANY

C. NO HARMFUL POLLUTION IS LIKELY TO RESULT. (I.C. 36-9-27-17(C)).

10. ENGINEERING PLANS, WHICH SUBSTANTIATE THE ABOVE STATEMENTS, MUST ACCOMPANY THIS APPLICATION. THESE PLANS MUST INCLUDE SUFFICIENT DETAIL TO ALLOW VERIFICATION OF THE ABOVE STATEMENTS. (THESE PLANS SHOULD GENERALLY INCLUDE DIMENSIONS, ELEVATIONS, CALCULATIONS, DESCRIPTIONS OR THE QUANTITIES AND TYPES OF MATERIAL TO BE USED, DISCHARGE CALCULATIONS AND OTHER RELEVANT INFORMATION.)

11. UPON COMPLETION OF THE WORK, "AS BUILT PLANS", SIGNED AND SEALED BY AN INDIANA REGISTERED PROFESSIONAL ENGINEER, SHALL BE FORWARDED TO THE LAKE COUNTY DRAINAGE BOARD WITHIN 30 DAYS.

12. THE DRAINAGE BOARD RESERVES THE RIGHT TO WAIVE ANY OF THE REQUIREMENTS STATED HEREON.

SUBMITTED: Kimberly J. Kosmas DATE: 12-6-2016
(PRINT OR TYPE NAME)

Kimberly J. Kosmas (Contractor: Primera for NIPSCO)
(SIGNATURE) Ph# 630-324-5065

SUBMITTED FOR: NIPSCO

ADDRESS 1055 Joliet Road

Valparaiso, IN 46385

PHONE#: 219-793-6402

(THIS SECTION FOR DRAINAGE BOARD USE ONLY)

LAKE COUNTY DRAINAGE BOARD

Gary Schenk

Kyle W. Alfen Sr. K.B. D.H.

DATE: 12-21-16 APPROVED: X DENIED:

SHOULD ANY APPLICATIONS BE SUBMITTED BY AN AGENT, CONSULTANT, ENGINEER, REPRESENTATIVE OR OTHERS PURPORTING TO ACT AS THE OWNER, THEN A POWER OF ATTORNEY SHALL BE DULY EXECUTED AND ATTACHED TO THESE APPLICATIONS. [*SEE ATTACHMENT I*]

APPROVAL SHALL BE VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF APPROVAL. *SHOULD THE WORK AND ALL RELATED ACTIVITIES NOT BE COMPLETED BY THAT TIME, PETITIONER IS REQUIRED TO REAPPLY. SHOULD THE SCOPE OF WORK, PLANS AND SPECIFICATIONS, OR ACTIVITIES LISTED HEREIN BE MODIFIED, PETITIONER MUST NOTIFY THE LAKE COUNTY SURVEYOR AND THE DRAINAGE BOARD OF THESE MODIFICATIONS FOR REVIEW AND/OR APPROVAL/DENIAL BY THE COUNTY SURVEYOR/DRAINAGE BOARD.*

Primera

Transmittal

650 Warrenville Road Suite 200, Lisle, IL 60532

PROJECT:	TDSIC - Circuit 12-594 URD (Plum Creek), Munster 2015317	DATE:	12/6/2016
SUBJECT:	2015317: Lake County Drainage Board Application for NIPSCO TDSIC - Circuit 12-594 Plum Creek (Munster)	TRANSMITTAL ID:	00007
PURPOSE:	For your use and distribution	VIA:	Email

FROM

NAME	COMPANY	EMAIL	PHONE
Kim Kosmas 650 Warrenville Road Suite 200 Lisle IL 60532 United States	Primera Engineers	kkosmas@primeraeng.com	630-324-5065

TO

NAME	COMPANY	EMAIL	PHONE
Kim Kosmas 650 Warrenville Road Suite 200 Lisle IL 60532 United States	Primera Engineers	kkosmas@primeraeng.com	630-324-5065

REMARKS

Please be advised that we are submitting an application to be on the agenda for this month of December. This project is a NIPSCO TDSIC Project that is scheduled for January 2017.

The project area involves underground cable and transformers South of Main Street between Wellington Drive and US 41.

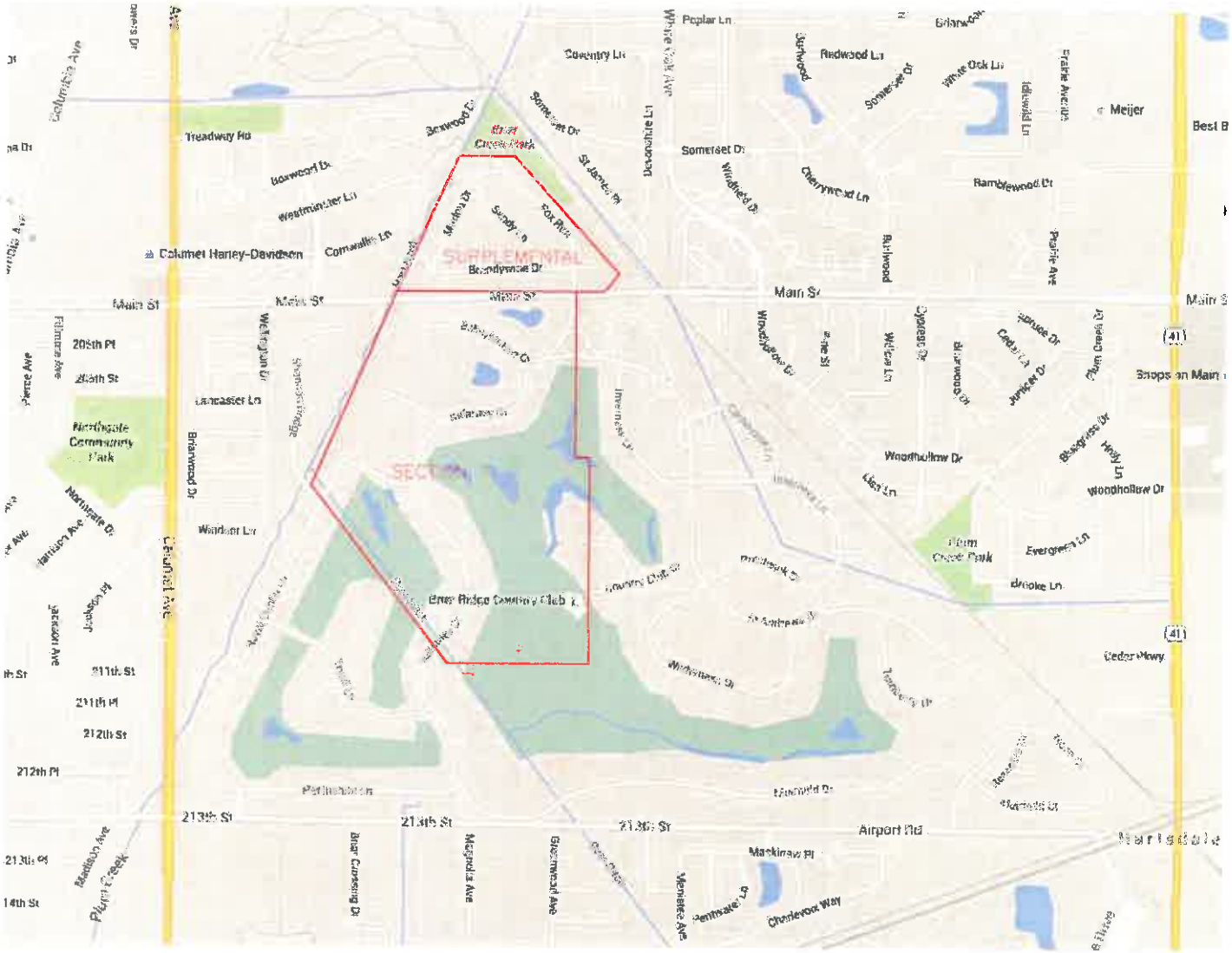
This project consists of approximately 84,000' of underground cable to be installed in PVC, along with transformer replacement and upgrades.

Attached documents reflect the actual design of this project.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	3/10/2016	2015317-1_IFC.pdf	
1	11/29/2016	Lake County Drainage Board Application - TDSIC - Circuit 12-594 URD (Plum Creek), Munster.pdf	

AREA MAP



RECORDS:
--OPEN POINTS HAVE CHANGED.

SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

CONSTRUCTION NOTE:
- PRIOR TO DIGGING LOCATE ALL UNDERGROUND UTILITIES
- NOTE ON AS-BUILDS WHERE/IF FIBERGLASS ELBOWS ARE INSTALLED
- PULL CALCS. IN WO. FOLDER FOR WORSE CASE SPANS. INCLUDES LONGEST STRAIGHT CABLE SPANS >300 FT WITH (1) 90° BEND & ALL SPANS WITH MORE THAN (2) 90° BENDS. ALL SPANS PASS CABLE TENSION LIMITS IN ACCORDANCE WITH EU 2-160-D.

WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

DESCRIPTION: REPLACE EXISTING UNJACK URD CABLE WITH NEW 1/C 2/0 AL JACK AND 3/C #2 AL JACK. UG 1 PHASE TO BE IN 2" OR 3" CONTINUOUS PVC CONDUIT. UG 3 PHASE TO BE IN 4" CONTINUOUS PVC CONDUIT.

FILENAME: PLUM CREEK UG TAXING UNIT M15

DRAWN: JSJ	ENGR.: TAYLOR ALLEN
DATE 03/10/2016	PHONE NO.: (630) 324-5193
TOWNSHIP MUNSTER	CELL NO.:
COUNTY: LAKE	PAGER NO.:

A NiSource Company
Primera

SCALE: NONE	
REF.W.O.	
WORK ORDER NO.	50694-912
	E-100
SHEET 01 OF 08	

COMBINED UNDERGROUND SINGLE LINE PHASING DIAGRAM

LEGEND

- EXISTING NIPSCO POLE AND POLE NUMBER AS INDICATED
- PROPOSED NIPSCO POLE
- EXISTING PAD MOUNT TRANSFORMER
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING FOREIGN POLE
- EXISTING SPLICE IN SPAN
- PRIMARY UG TERMINATION FROM POLE
- EXISTING PRIMARY PEDESTAL
- EXISTING SECONDARY PEDESTAL
- PROPOSED PRIMARY PEDESTAL
- PROPOSED SECONDARY PEDESTAL
- PROPOSED SPLICE BOX
- PROPOSED 2PH PRIMARY SWITCH PEDESTAL; NORMALLY OPEN
- EQUIPMENT TO BE RETIRED
- EXISTING 1 PHASE CABLE
- EXISTING 2 PHASE CABLE
- EXISTING 3 PHASE CABLE
- 3 PHASE OVERHEAD LINE
- PROPOSED A PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED B PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED C PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED 3 PHASE IN 4" PVC CONTINUOUS CONDUIT
- PROPOSED SECONDARY
- PROPOSED PADMOUNT TRANSFORMER FAULT INDICATOR
- N.O. NORMALLY OPEN IDENTIFICATION
- OPEN POINT
- LOCATION NOTE
- CABLE SPAN
- DESIGNED CABLE PULLING DIRECTION/TENSION IN LBS.

SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

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DRAWN: JSJ	ENGR.: TAYLOR ALLEN
DATE: 03/10/2016	PHONE NO.: (630) 324-5193
TOWNSHIP: MUNSTER	CELL NO.:
COUNTY: LAKE	PAGER NO.:

A NiSource Company

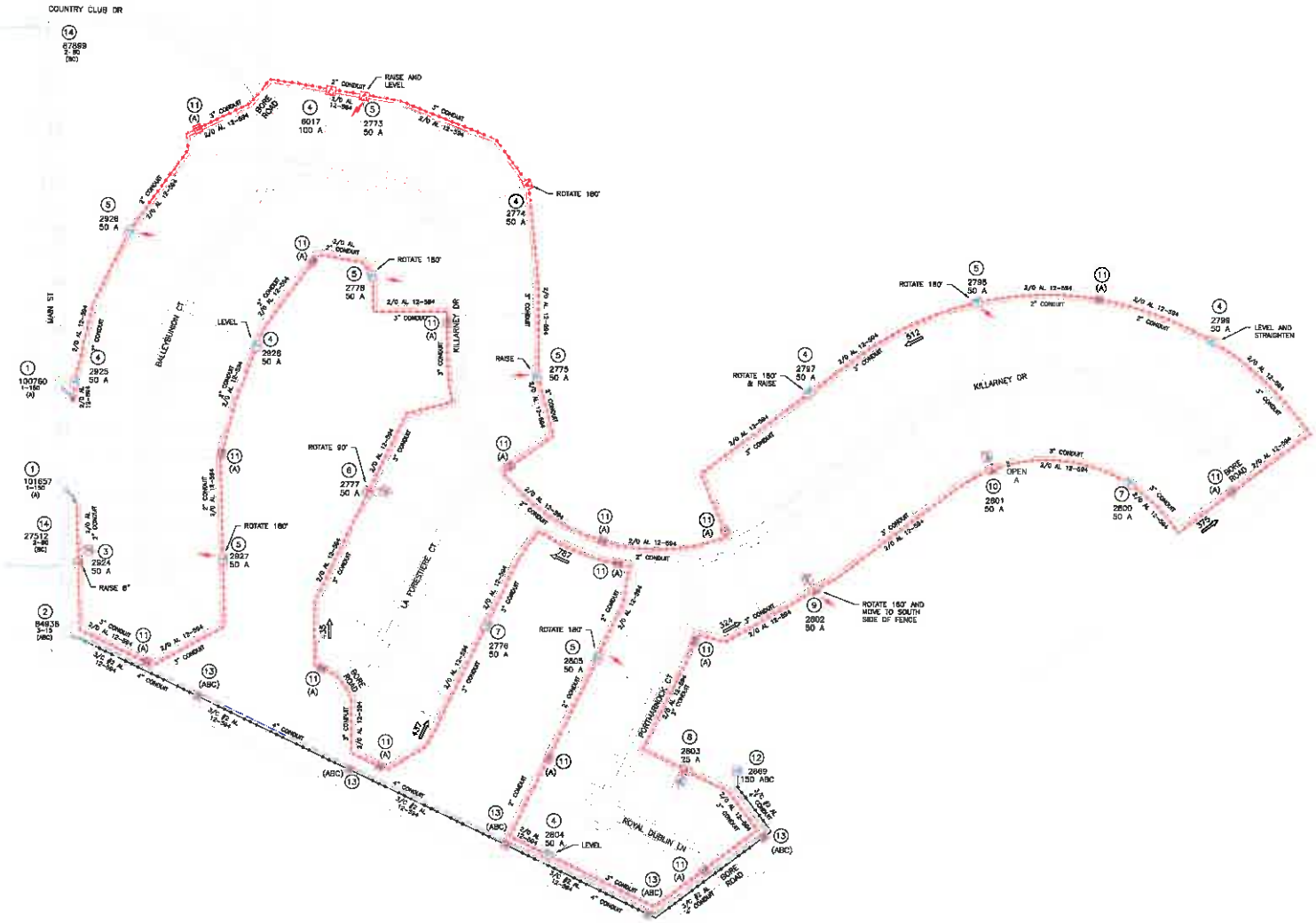
Primera

SCALE: NONE	
RET.W.O.:	
WORK ORDER NO.	50694-912
	E-100
SHEET: 02 OF 08	

COMBINED UNDERGROUND SINGLE LINE PHASING DIAGRAM

LEGEND

- EXISTING NIPSCO POLE AND POLE NUMBER AS INDICATED
- PROPOSED NIPSCO POLE
- EXISTING PAD MOUNT TRANSFORMER
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING FOREIGN POLE
- EXISTING SPLICE IN SPAN
- PRIMARY UG TERMINATION FROM POLE
- EXISTING PRIMARY PEDESTAL
- EXISTING SECONDARY PEDESTAL
- PROPOSED PRIMARY PEDESTAL
- PROPOSED SECONDARY PEDESTAL
- PROPOSED SPLICE BOX
- PROPOSED 2PH PRIMARY SWITCH PEDESTAL; NORMALLY OPEN
- EQUIPMENT TO BE RETIRED
- EXISTING 1 PHASE CABLE
- EXISTING 2 PHASE CABLE
- EXISTING 3 PHASE CABLE
- 3 PHASE OVERHEAD LINE
- PROPOSED A PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED B PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED C PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED 3 PHASE IN 4" PVC CONTINUOUS CONDUIT
- PROPOSED SECONDARY
- PROPOSED PADMOUNT TRANSFORMER FAULT INDICATOR
- N.O. NORMALLY OPEN IDENTIFICATION
- OPEN POINT
- LOCATION NOTE
- CABLE SPAN
- DESIGNED CABLE PULLING DIRECTION/TENSION IN LBS.



SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

CONSTRUCTION NOTE:
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WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

DESCRIPTION: REPLACE EXISTING UNJACK URD CABLE WITH NEW 1/C 2/0 AL JACK AND 3/C #2 AL JACK. UG 1 PHASE TO BE IN 2" OR 3" CONTINUOUS PVC CONDUIT. UG 3 PHASE TO BE IN 4" CONTINUOUS PVC CONDUIT.

FILENAME: PLUM CREEK UG TAXING UNIT: M15

DRAWN: JSJ	ENGR.: TAYLOR ALLEN		
DATE: 03/10/2016	PHONE NO. (630) 324-5193		
TOWNSHIP: MUNSTER	CELL NO.:		
COUNTY: LAKE	PAGER NO.:		

A NiSource Company
Primera
8996 KIMBERLY AVE SUITE 6061, HIGHLAND, IN 46321, P:219-838-8275 F:219-838-8135

SCALE: NONE	
REF.W.O.	
WORK ORDER NO.	50694-912
	E-100
SHEET: 03 OF 08	

LOCATION NOTES

1. EXISTING 2 PHASE PRIMARY TERMINATION POLE. REPLACE EXISTING CABLE AND TERMINATION FOR AΦ WITH 2/0 AL JACK PER STD. EU 19-060-D PG 3. INSTALL TERMINAL BRACKET PER STD. EU 19-100-D PG 9. RETIRE EXSITING CABLE, FUSE, AND TERMINATION FOR CΦ. EXISTING FUSE TO BE REPLACED WITH NEW 150 AMP FUSE. REPLACE CUTOUT & ARRESTER.

2. EXISTING 3 PHASE PRIMARY TERMINATION POLE #84936. REPLACE EXISTING CABLE AND TERMINATIONS WITH 3/C #2 AL JACK PER STD EU 19-060-D PG 7. INSTALL TERMINAL BRACKET PER STD. EU 19-100-D PG 9. EXISTING FUSES TO BE REPLACED WITH NEW 15 AMP FUSES. REPLACE CUTOUTS & ARRESTERS.

3. REPLACE EXISTING PM1L TRANSFORMER (50KVA) WITH NEW PM1L-B20 TRANSFORMER (50KVA) PER STD. EU 19-260-I. INSTALL (2) 2/0 ELBOW TERMINATIONS. REUSE EXISTING TRANSFORMER NUMBERS. REPLACE EXISTING FOUNDATION WITH NEW BOXPAD.

4. REPLACE EXISTING CABLE TO PM1L TRANSFORMER WITH 2/0 AL JACK. INSTALL (2) 2/0 ELBOW TERMINATIONS PER STD. EU 19-260-I.

5. REPLACE EXISTING CABLE TO PM1L TRANSFORMER WITH 2/0 AL JACK. INSTALL (2) 2/0 ELBOW TERMINATIONS PER STD. EU 19-260-I. INSTALL (1) FAULT INDICATOR PER STD. EU 9-000-B.

6. REPLACE EXISTING PM1L TRANSFORMER (50KVA) WITH NEW PM1L-P20 TRANSFORMER (50KVA) PER STD. EU 19-260-I. INSTALL (2) 2/0 ELBOW TERMINATIONS. REUSE EXISTING TRANSFORMER NUMBERS.

7. REPLACE EXISTING CABLE TO PM1L TRANSFORMER WITH 2/0 AL JACK. INSTALL (2) 2/0 ELBOW TERMINATIONS PER STD. EU 19-260-I. REPLACE EXISTING FOUNDATION WITH NEW FLATPAD.

8. REPLACE EXISTING PM1L TRANSFORMER (25KVA) WITH NEW PM1L-P20 TRANSFORMER (25KVA) PER STD. EU 19-260-I. INSTALL (2) 2/0 ELBOW TERMINATIONS. REUSE EXISTING TRANSFORMER NUMBERS.

9. REPLACE EXISTING PM1L TRANSFORMER (50KVA) WITH NEW PM1L-P20 TRANSFORMER (50KVA) PER STD. EU 19-260-I. INSTALL (2) 2/0 ELBOW TERMINATIONS. REUSE EXISTING TRANSFORMER NUMBERS. INSTALL (1) FAULT INDICATOR PER STD. EU 9-000-B.

10. REPLACE EXISTING PM1L TRANSFORMER (50KVA) WITH NEW PM1A-P20 TRANSFORMER (50KVA) PER STD. EU 19-260-I. INSTALL (2) 2/0 ELBOW TERMINATIONS. INSTALL (1) ELBOW ARRESTER 8.3KV. REUSE EXISTING TRANSFORMER NUMBERS. REPLACE EXISTING FOUNDATION WITH NEW FLATPAD. *ADD OPEN POINT*

11. INSTALL 3 PHASE PRIMARY SPLICE BOX. INSTALL (1) 2/0 SPLICE PER STD EU 18-600-B.

12. REPLACE EXISTING CABLE TO PM3L TRANSFORMER WITH 3/C #2 AL JACK. INSTALL (3) #2 ELBOW TERMINATIONS PER STD. EU 19-264-J. INSTALL (3) ELBOW ARRESTERS 8.3KV.

13. INSTALL 3 PHASE PRIMARY SPLICE BOX. INSTALL (3) #2 SPLICES PER STD EU 18-600-B.

14. EXISTING 2 PHASE PRIMARY TERMINATION POLE. SWITCH EXISTING UNDERGROUND TAP ON AΦ TO BΦ. FUSES TO REMAIN AT 80A. SEE SUPPLEMENTAL SHEET OF DESIGN FOR EXISTING ELECTRIC FACILITIES [PG 8].

SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	Q10

CONSTRUCTION NOTE:
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WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

DESCRIPTION: REPLACE EXISTING UNJACK URD CABLE WITH NEW 1/C 2/0 AL JACK AND 3/C #2 AL JACK. UG 1 PHASE TO BE IN 2" OR 3" CONTINUOUS PVC CONDUIT. UG 3 PHASE TO BE IN 4" CONTINUOUS PVC CONDUIT.

FILENAME: PLUM CREEK UG TAXING UNIT: M15

DRAWN: JSJ	ENGR.: TAYLOR ALLEN
DATE: 03/10/2016	PHONE NO.: (630) 324-5193
TOWNSHIP: MUNSTER	CELL NO.
COUNTY: LAKE	PAGER NO.:

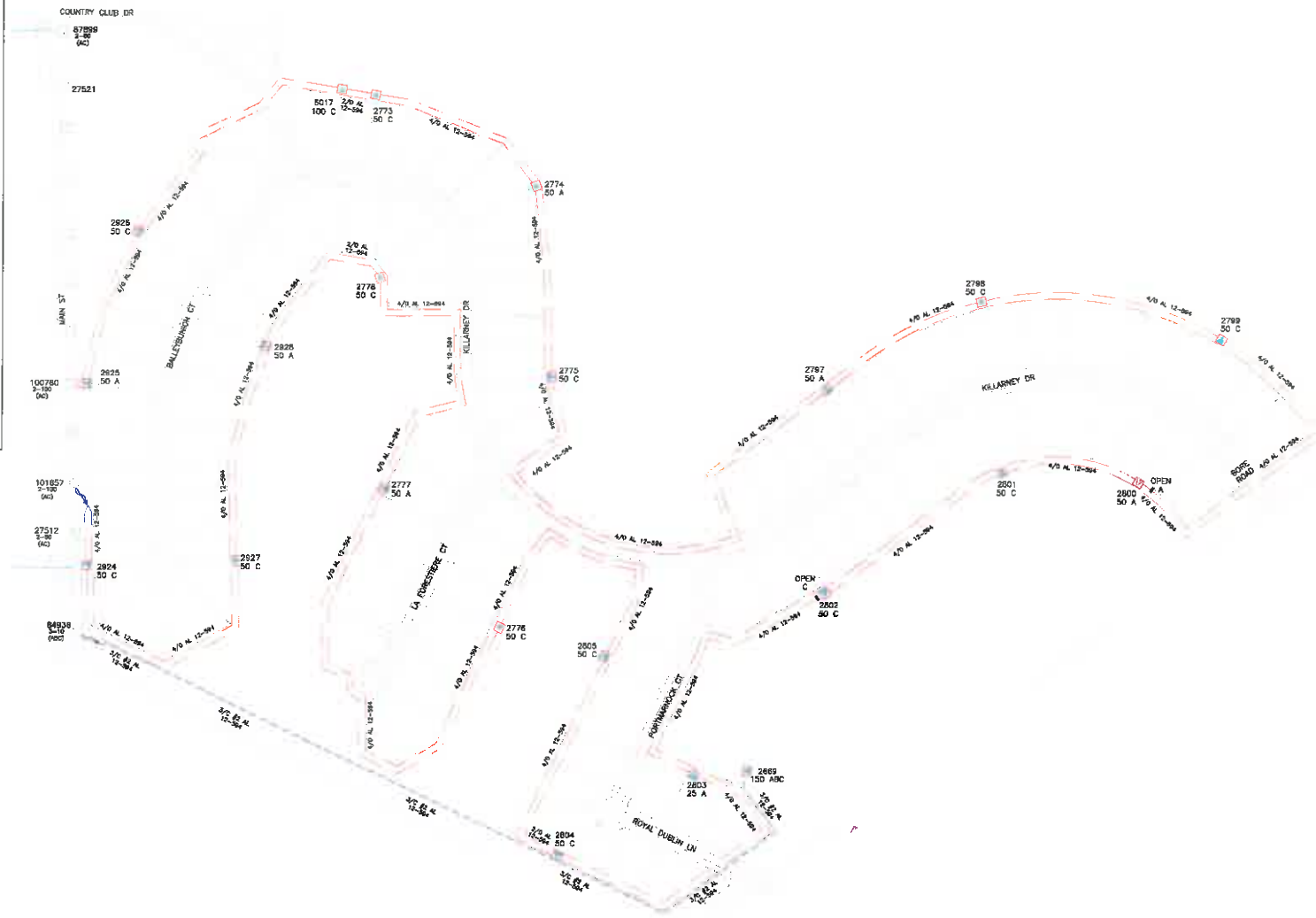
A NiSource Company
Primera
8000 CALUMET AVE. SUITE 1000 | HAMMOND IN 46323 | P:219-476-6076 F:219-836-0165

SCALE: NONE	
REF.W.O.	
WORK ORDER NO.	50694-912
	E-100
SHEET: 04 OF 08	

EXISTING UNDERGROUND SINGLE LINE PHASING DIAGRAM

LEGEND

- EXISTING NIPSCO POLE AND POLE NUMBER AS INDICATED
- PROPOSED NIPSCO POLE
- EXISTING PAD MOUNT TRANSFORMER
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING FOREIGN POLE
- EXISTING SPLICE IN SPAN
- PRIMARY UG TERMINATION FROM POLE
- EXISTING PRIMARY PEDESTAL
- EXISTING SECONDARY PEDESTAL
- PROPOSED PRIMARY PEDESTAL
- PROPOSED SECONDARY PEDESTAL
- PROPOSED SPLICE BOX
- PROPOSED 2PH PRIMARY SWITCH PEDESTAL; NORMALLY OPEN
- EQUIPMENT TO BE RETIRED
- EXISTING 1 PHASE CABLE
- EXISTING 2 PHASE CABLE
- EXISTING 3 PHASE CABLE
- 3 PHASE OVERHEAD LINE
- PROPOSED A PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED B PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED C PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
- PROPOSED 3 PHASE IN 4" PVC CONTINUOUS CONDUIT
- PROPOSED SECONDARY
- PROPOSED PADMOUNT TRANSFORMER FAULT INDICATOR
- N.O. NORMALLY OPEN IDENTIFICATION
- OPEN POINT
- LOCATION NOTE
- CABLE SPAN
- DESIGNED CABLE PULLING DIRECTION/TENSION IN LBS.



SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

CONSTRUCTION NOTE:
- PRIOR TO DIGGING LOCATE ALL UNDERGROUND UTILITIES
- NOTE ON AS-BUILDS WHERE/IF FIBERGLASS ELBOWS ARE INSTALLED
- PULL CALCS. IN WO. FOLDER FOR WORSE CASE SPANS. INCLUDES LONGEST STRAIGHT CABLE SPANS >300 FT WITH (1) 90° BEND & ALL SPANS WITH MORE THAN (2) 90° BENDS. ALL SPANS PASS CABLE TENSION LIMITS IN ACCORDANCE WITH EU 2-160-D.

WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

DESCRIPTION REPLACE EXISTING UNJACK URD CABLE WITH NEW 1/C 2/0 AL JACK AND 3/C #2 AL JACK. UG 1 PHASE TO BE IN 2" OR 3" CONTINUOUS PVC CONDUIT. UG 3 PHASE TO BE IN 4" CONTINUOUS PVC CONDUIT.

FILENAME PLUM CREEK UG TAXING UNIT. M15

DRAWN JSJ	ENGR.: TAYLOR ALLEN	
DATE 03/10/2016	PHONE NO. (630) 324-5193	
TOWNSHIP MUNSTER	CELL NO.:	
COUNTY. LAKE	PAGER NO.	

A NISource Company
Primera
9000 GALLERY AVE SUITE 8001, MUNSTER, IN 46321, P:(219) 812-3276 F:(219) 838-6186

SCALE: NONE	
RET.W.O.:	
WORK ORDER NO.	50694-912
	E-100
SHEET 05 OF 08	

PROPOSED UNDERGROUND SINGLE LINE PHASING DIAGRAM

LEGEND

- EXISTING NIPSCO POLE AND POLE NUMBER AS INDICATED
- PROPOSED NIPSCO POLE
- EXISTING PAD MOUNT TRANSFORMER
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING FOREIGN POLE
- EXISTING SPLICE IN SPAN
- PRIMARY UG TERMINATION FROM POLE
- EXISTING PRIMARY PEDESTAL
- EXISTING SECONDARY PEDESTAL
- PROPOSED PRIMARY PEDESTAL
- PROPOSED SECONDARY PEDESTAL
- PROPOSED SPLICE BOX
- PROPOSED 2PH PRIMARY SWITCH PEDESTAL; NORMALLY OPEN
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- EXISTING 1 PHASE CABLE
- EXISTING 2 PHASE CABLE
- EXISTING 3 PHASE CABLE
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- PROPOSED A PHASE IN 2" OR 3" PVC CONTINUOUS CONDUIT
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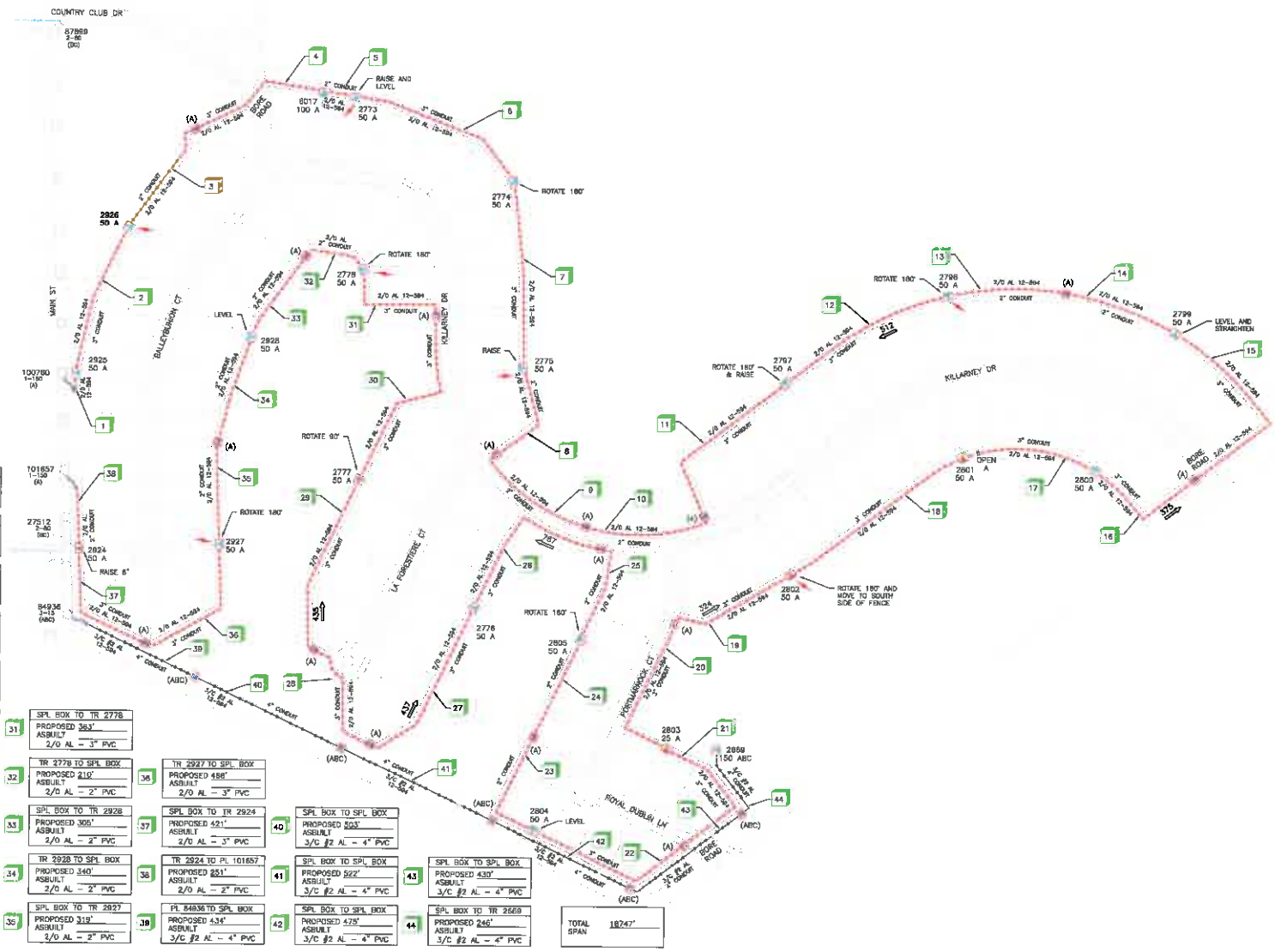
- PROPOSED 3 PHASE IN 4" PVC CONTINUOUS CONDUIT
- PROPOSED SECONDARY
- PROPOSED PADMOUNT TRANSFORMER FAULT INDICATOR
- N.O. NORMALLY OPEN IDENTIFICATION
- OPEN POINT
- # LOCATION NOTE
- # CABLE SPAN
- DESIGNED CABLE PULLING DIRECTION/TENSION IN LBS.



1	PL 100760 TO TR 2925 PROPOSED 43' ASBUILT 2/0 AL – 2" PVC	11	SPL BOX TO TR 2797 PROPOSED 588' ASBUILT 2/0 AL – 3" PVC	21	TR 2803 TO SPL BOX PROPOSED 485' ASBUILT 2/0 AL – 3" PVC
2	TR 2925 TO TR 2926 PROPOSED 483' ASBUILT 2/0 AL – 3" PVC	12	TR 2797 TO TR 2798 PROPOSED 570' ASBUILT 2/0 AL – 3" PVC	22	SPL BOX TO TR 2804 PROPOSED 430' ASBUILT 2/0 AL – 3" PVC
3	TR 2926 TO SPL BOX PROPOSED 387' ASBUILT 2/0 AL – 2" PVC	13	TR 2798 TO SPL BOX PROPOSED 368' ASBUILT 2/0 AL – 2" PVC	23	TR 2804 TO SPL BOX PROPOSED 380' ASBUILT 2/0 AL – 2" PVC
4	SPL BOX TO TR 6017 PROPOSED 449' ASBUILT 2/0 AL – 3" PVC	14	SPL BOX TO TR 2799 PROPOSED 384' ASBUILT 2/0 AL – 2" PVC	24	SPL BOX TO TR 2805 PROPOSED 340' ASBUILT 2/0 AL – 2" PVC
5	TR 6017 TO TR 2773 PROPOSED 101' ASBUILT 2/0 AL – 2" PVC	15	TR 2799 TO SPL BOX PROPOSED 697' ASBUILT 2/0 AL – 3" PVC	25	TR 2805 TO SPL BOX PROPOSED 328' ASBUILT 2/0 AL – 2" PVC
6	TR 2773 TO TR 2774 PROPOSED 575' ASBUILT 2/0 AL – 3" PVC	16	SPL BOX TO TR 2800 PROPOSED 419' ASBUILT 2/0 AL – 3" PVC	26	SPL BOX TO TR 2775 PROPOSED 560' ASBUILT 2/0 AL – 3" PVC
7	TR 2774 TO TR 2775 PROPOSED 574' ASBUILT 2/0 AL – 3" PVC	17	TR 2800 TO TR 2801 PROPOSED 424' ASBUILT 2/0 AL – 3" PVC	27	TR 2775 TO SPL BOX PROPOSED 568' ASBUILT 2/0 AL – 3" PVC
8	TR 2775 TO SPL BOX PROPOSED 342' ASBUILT 2/0 AL – 2" PVC	18	TR 2801 TO TR 2802 PROPOSED 640' ASBUILT 2/0 AL – 3" PVC	28	SPL BOX TO SPL BOX PROPOSED 399' ASBUILT 2/0 AL – 3" PVC
9	SPL BOX TO SPL BOX PROPOSED 398' ASBUILT 2/0 AL – 2" PVC	19	TR 2802 TO SPL BOX PROPOSED 407' ASBUILT 2/0 AL – 3" PVC	29	SPL BOX TO TR 2777 PROPOSED 579' ASBUILT 2/0 AL – 3" PVC
10	SPL BOX TO SPL BOX PROPOSED 402' ASBUILT 2/0 AL – 2" PVC	20	SPL BOX TO TR 2803 PROPOSED 502' ASBUILT 2/0 AL – 3" PVC	30	TR 2777 TO SPL BOX PROPOSED 641' ASBUILT 2/0 AL – 3" PVC

31	SPL BOX TO TR 2778 PROPOSED 363' ASBUILT 2/0 AL – 3" PVC				
32	TR 2778 TO SPL BOX PROPOSED 210' ASBUILT 2/0 AL – 2" PVC	36	TR 2927 TO SPL BOX PROPOSED 486' ASBUILT 2/0 AL – 3" PVC		
33	SPL BOX TO TR 2928 PROPOSED 305' ASBUILT 2/0 AL – 2" PVC	37	SPL BOX TO TR 2924 PROPOSED 421' ASBUILT 2/0 AL – 3" PVC	40	SPL BOX TO SPL BOX PROPOSED 503' ASBUILT 3/C #2 AL – 4" PVC
34	TR 2928 TO SPL BOX PROPOSED 340' ASBUILT 2/0 AL – 2" PVC	38	TR 2924 TO PL 101657 PROPOSED 251' ASBUILT 2/0 AL – 2" PVC	41	SPL BOX TO SPL BOX PROPOSED 522' ASBUILT 3/C #2 AL – 4" PVC	43	SPL BOX TO SPL BOX PROPOSED 430' ASBUILT 3/C #2 AL – 4" PVC
35	SPL BOX TO TR 2927 PROPOSED 319' ASBUILT 2/0 AL – 2" PVC	39	PL 84936 TO SPL BOX PROPOSED 434' ASBUILT 3/C #2 AL – 4" PVC	42	SPL BOX TO SPL BOX PROPOSED 475' ASBUILT 3/C #2 AL – 4" PVC	44	SPL BOX TO TR 2669 PROPOSED 246' ASBUILT 3/C #2 AL – 4" PVC	TOTAL SPAN	18747'

SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

CONSTRUCTION NOTE:
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WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

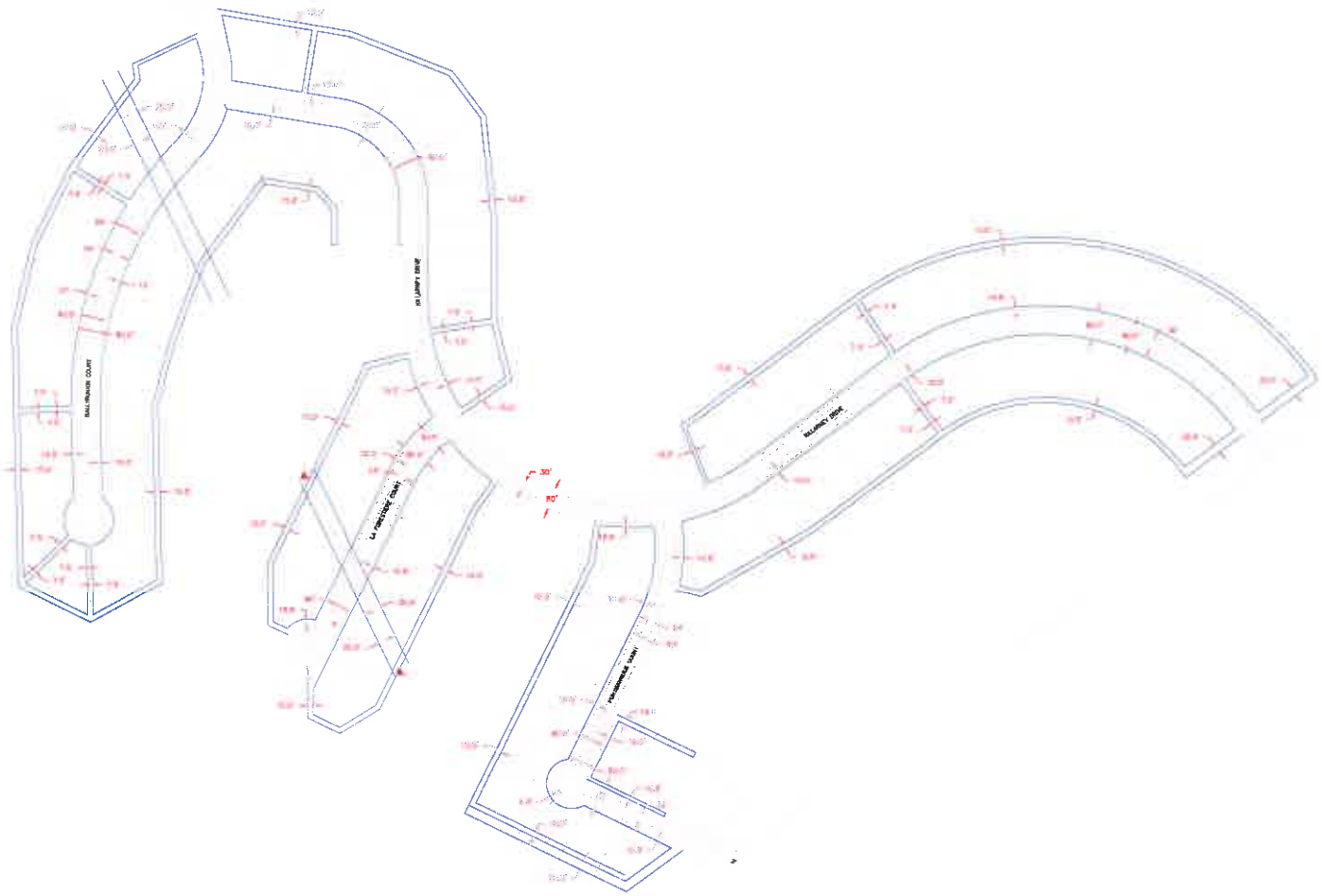
DESCRIPTION: REPLACE EXISTING UNJACK URD CABLE WITH NEW 1/C 2/0 AL JACK AND 3/C #2 AL JACK. UG 1 PHASE TO BE IN 2" OR 3" CONTINUOUS PVC CONDUIT. UG 3 PHASE TO BE IN 4" CONTINUOUS PVC CONDUIT.

FILENAME: PLUM CREEK UG TAXING UNIT: M15

DRAWN: JSJ	ENGR.: TAYLOR ALLEN		SCALE: NONE
DATE: 03/10/2016	PHONE NO.: (630) 324-5193		INET.W.O.:
TOWNSHIP: MUNSTER	CELL NO.:		WORK ORDER NO. 50694-912
COUNTY: LAKE	PAGER NO.		E-100
			SHEET: 00 OF 08

A NiSource Company
Primera

EASEMENTS



SECTION 1

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

CONSTRUCTION NOTE:
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WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

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DATE: 03/10/2016	PHONE NO.: (630) 324-5193
TOWNSHIP: MUNSTER	CELL NO.
COUNTY: LAKE	PAGER NO.

A NiSource Company

Primera

SCALE	NONE
RET.W.O.	
WORK ORDER NO.	50694-912
	E-100
SHEET:	07 OF 08

SUPPLEMENTAL UNDERGROUND SINGLE LINE PHASING DIAGRAM

LEGEND

- EXISTING NIPSCO POLE AND POLE NUMBER AS INDICATED
- PROPOSED NIPSCO POLE
- EXISTING PAD MOUNT TRANSFORMER
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING FOREIGN POLE
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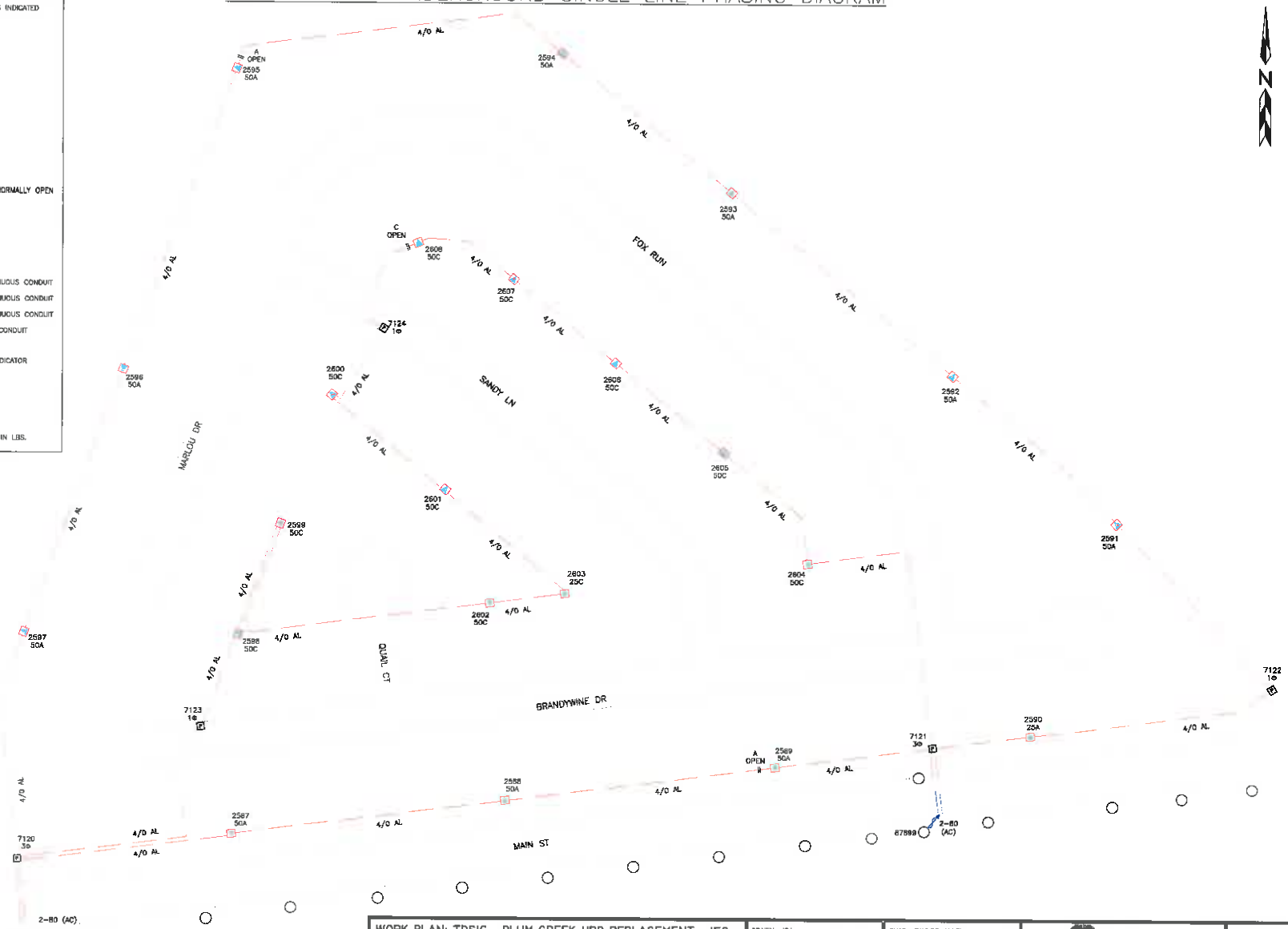

SUPPLEMENTAL

W.O. #	50694-912
CIRCUIT #	12-594
TAX ID #	M15
LOCAL OPERATING AREA #	010

WORK PLAN: TDSIC - PLUM CREEK URD REPLACEMENT - IFC

LOCATION: MAIN ST AND COUNTRY CLUB DR, MUNSTER, IN

DESCRIPTION: EXISTING CONFIGURATION FOR BRANDY WINE SUBDIVISION CONSTRUCTED UNDER WORK ORDER 50457-912.
REFER TO LOCATION NOTE 14 (PG. 4)

FILENAME: PLUM CREEK UG TAXING UNIT: M15

DRAWN: JSJ	ENGR.: TAYLOR ALLEN	A NiSource Company	SCALE: NONE
DATE: 03/10/2016	PHONE NO.: (630) 324-5193	Primera	RET.W.O.:
TOWNSHIP: MUNSTER	CELL NO.:		WORK ORDER NO. 50694-912
COUNTY: LAKE	PAGER NO.:		E-100
			SHEET: 08 OF 08

7-B-1
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

November 18, 2016

Bill Emerson, Jr.
Lake County Surveyor
2293 N. Main Street
Crown Point, Indiana 46307

RE: November NISWAG meeting

Dear Bill,

As you know, the monthly meeting of the NWI Stormwater Advisory Group took place on Thursday, November 17. (See attached agenda).

This months' meeting included a presentation from Brian Bell, environmental engineer from EPA, who spoke about, and provided copies of the agencies new draft planning guide for community stormwater management projects. 5 communities nationwide were chosen as sites for "showcase" projects in cooperation with EPA, based on their submissions of plans, etc. Unfortunately, despite several local community submissions, no local communities were chosen.

Ron Hellmich from IDNR, spoke about threatened/endangered species, (in particular, pollinators), and the possibility of mapping areas (via GIS), with potential endangered species present in order to take these into consideration when planning maintenance projects, future developments, etc.

The dates for the upcoming LTAP conference, and the 2017 annual MS4 meeting were given and anyone wishing to have a booth or presentation there was encouraged to do so.

Finally, the next and final monthly meeting for this year (on December 15 in Hobart), was discussed.

If you would like any further details, just let me know.

Sincerely,

Chris Brown
MS4 Compliance Inspector

Cc: Dan Gossman, Drainage Administrator
Lake County Drainage Board and Advisory Committee

7-B-2
12-21-16

LAKE COUNTY

PURDUE EXTENSION &

SOIL AND WATER CONSERVATION DISTRICT

RIBBON CUTTING & OPEN HOUSE

2291 N. Main Street, Crown Point (Project Site)

December 21, 2016 at 11:30 am

ARCHITECT
DLZ INDIANA, LLC

CONTRACTOR
GARIUP CONSTRUCTION, INC.

ABOUT

Purdue Extension connects Lake County residents with scientific research-based information and education from Purdue University and the U.S. Department of Agriculture.

The Extension's programming includes Agriculture & Natural Resources, Health & Human Sciences, Community Development and 4-H Youth Development. The new facility will include an orchard, garden, and kitchen lab that will provide up-to-date training opportunities in nutrition and food safety to aid Lake County families by providing hands-on educational activities.

The Soil &Water Conservation District is responsible for carrying out practices and programs that promote the conservation of soil, water, and other natural resources within Lake County.

KEY FEATURES

- 11,000 gsf Office Building
- Community Classroom
- Demonstration Kitchen
- Orchard
- Garden
- Bio-Swales

Construction Cost: $2,834,500

SPEAKERS

Lake County Board of Commissioners

Lake County Council

Janet Reed
Purdue Extension Director

Julie Duttlinger
Soil & Water Administrator

7-C-1
12-21-16

CONTRACT

THIS AGREEMENT, entered into this 21st day of December, 2016, effective from January 1, 2017 to December 31, 2017 by and between DLZ INDIANA, LLC with FRANK D. STEWART AS THEIR DESIGNEE ASSIGNED BY DLZ INDIANA, LLC, (hereinafter called **"Assistant Deputy Surveyor"**) and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of THE LAKE COUNTY SURVEYOR (hereinafter called the **"County"**).

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Assistant Deputy**. The County agrees to engage the Assistant Deputy Surveyor and the Assistant Deputy Surveyor hereby agrees to perform the services designated in this contract.

2. **Scope of Service.** The Assistant Deputy Surveyor shall do, perform, and carry out in a good and professional manner the services as:

ASSISTANT DEPUTY SURVEYOR FOR THE LAKE COUNTY SURVEYOR'S OFFICE

A. Assistant Deputy Surveyor shall advise and represent the following office, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at meetings:

LAKE COUNTY SURVEYOR'S OFFICE

B. Assistant Deputy Surveyor shall devote such hours as are necessary to perform the service listed above.

C. Assistant Deputy Surveyor shall exercise independent judgment to act in the best interest of the party represented.

D. Assistant Deputy Surveyor reports directly to the Lake County Surveyor and/or the Drainage and Surveying Administrator and/or the MS4 Coordinator.

E. Assistant Deputy Surveyor shall be an Indiana registered Land Surveyor and/or professional Civil Engineer and may perform those duties outlined in the County Subdivision and Planning Ordinances, the County Drainage Statute (IC 36-9-27-1 et.seq.), the County Surveyor Statute (IC 36-2-12-1 et.seq.), and other applicable State and Local Statutes, Ordinances and Resolutions, and Regulations which require acts performed by a Registered Engineer or Registered Surveyor in conformance with IC 25-21.5, which include but are not limited to the following:

1. Review Residential Major / Minor, Commercial and Industrial subdivision plans and other development plans and specifications submitted to the Lake County Surveyor's Office for permitting as

requested by the Lake County Surveyor's Office under County Ordinance or State Statute relating to storm water drainage management and water quality provisions. Prepare construction cost estimates as directed by the Lake County Surveyor's Office.

2. Review other miscellaneous permit plans as requested by the Lake County Surveyor's Office.

3. Review petitions, plans and specifications as directed by the MS4 Water Quality Office.

4. Provide such services pertaining to water quality as needed by the MS4 Office including:

   a. Implementation of NPDES Permit requirements.

   b. Updating / revising County design specifications

   c. Information / Data / GIS management assistance.

   d. Perform field inspections as directed.

   e. Review "As-Built" plans for various projects as directed.

   f. Perform other Engineering/Surveying/Consultant Services as directed by the Lake County Surveyor's Office.

5. When a situation arises where the Deputy Surveyor is temporarily unable to fulfill his/her duties, the Assistant Deputy Surveyor may on a case by case basis fulfill that duty.

F. **Time of Performance.** The services to be performed hereunder by the Assistant Deputy Surveyor shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

G. **Compensation.** The County agrees to pay the Assistant Deputy Surveyor a sum as defined hereunder for all services required herein. Assistant Deputy Surveyor agrees to complete the project and all services provided herein for an amount not to exceed the rates and amounts herein.

1. The rate to be paid for services rendered shall be hourly at the rates and amounts outlined in Addendum A.

H. **Other provisions for services rendered:**

1. **Changes.** The County may, from time to time, require changes in the scope of the services of the Assistant Deputy Surveyor to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Assistant Deputy Surveyor, shall

be incorporated in a written amendment to this agreement.

2. **Termination of Agreement for Cause.** The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Assistant Deputy Surveyor of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination. In addition, the Assistant Deputy Surveyor may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.

3. **Accomplishment of Project.** The Assistant Deputy Surveyor shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

4. **Provisions concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

5. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this shall be disregarded in construing or interpreting any of the provisions of this contract.

6. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and not other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any parties hereto.

   In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.

7. **County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Assistant Deputy Surveyor.

8. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Assistant Deputy Surveyor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Assistant Deputy Surveyor, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the

County in respect to such breach or default.

9. **Equal Opportunity and Affirmative Action.** The Assistant Deputy Surveyor agrees by the execution of this contract that in regards to its operations:

   a. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

   b. The principles of equal opportunity in employment and delivery of services are applicable and the Assistant Deputy Surveyor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

   c. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable and any amendments, modifications, updates or changes related thereto, are incorporated by reference as part of this agreement.

   d. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.

   e. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement shall be considered a material breach of this contract and the County may pursue any remedy available to the County in respect to such breach or default.

   f. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Assistant Deputy Surveyor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Assistant Deputy Surveyor by this agreement.

I. **Miscellaneous Provisions.**

1. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced;

2. The source of funds for payment under this Contract is the Lake

County Surveyor's office approved budget and more specifically the line items therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The source is restricted to these funds which have been appropriated for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners.

J. **Notice**. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE 2293 NORTH MAIN STREET CROWN POINT, IN 46307 219-755-3200	FRANK STEWART, PE, DLZ INDIANA, LLC 900 RIDGE RD SUITE L MUNSTER, IN 46321 219-836-5884

IN WITNESS WHEREOF, the County and the Assistant Deputy Surveyor have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Kyle W. Allen Sr. D.H.
Kyle W. Allen, Sr. Date
Commissioner

K.B.
Michael Repay Date
Commissioner

Gerry Scheub 12-28-16
Gerry Scheub Date
Commissioner

Assistant Deputy Surveyor

Brian G. Glaze 12/08/16
Brian L. Glaze PE Date
DLZ Indiana, LLC

Frank Stewart 12/08/16
Frank D. Stewart, PE Date
DLZ Indiana, LLC

Bill Emerson 12/21/16
Bill Emerson Jr. Date
Lake County Surveyor

ATTEST: _____ _____
John Petalas Date
Lake County Auditor

LAKE COUNTY DRAINAGE BOARD
Kyle W. Allen Sr. D.H.
Gerry Scheub
K.B.
APPROVED THIS 21 DAY OF DEC 2016

Addendum A –

DLZ Indiana, LLC

Hourly Support Services Rate Schedule

LAKE COUNTY SURVEYOR
ENGINEERING/SURVEYING SERVICES
2016 BILLING RATE SCHEDULE

CLASSIFICATION	STRAIGHT TIME HOURLY RATE	TIME AND A HALF HOURLY RATE	DOUBLE TIME HOURLY RATE
Professional Engineer/ Surveyor	$ 122.50	$ 122.50	$ 122.50
Project Engineer/ Surveyor	$ 97.50	$ 97.50	$ 97.50
GIS Technician	$ 105.00	$ 105.00	$ 105.00
One Man Union Crew (Field Eng/Foreman)	$ 115.00	$ 172.50	$ 230.00
Two Man Union Crew (Field Eng/Foreman, Journeyman)	$ 185.00	$ 277.50	$ 370.00
CAD Technician	$ 87.50	$ 131.25	$ 131.250
One Man Union GPS Crew	$ 165.00	$ 247.50	$ 330.00

Reimbursable Expenses	Rate
Mileage (30 miles or more from our office)	$0.54/mile
Per Diem (out of town – overnight)	$50.00/man/day
Travel Expenses	Cost
Living Expenses	Cost
Subconsultants	Cost plus 10%

*Expenses for "long-term" out of town jobs will be negotiated separately.

Terms and Conditions

1. Union Survey Crew - Straight time rates apply to hours worked from 7 AM thru 3 PM, Monday thru Friday. Time and a half rates apply to hours worked 3PM thru 7AM, Monday thru Friday and all day Saturday. Double time rates apply to hours worked from 11PM all day Sunday and union recognized holidays.

2. Union Survey Crew - There is a minimum show-up fee of (4) hours. One-half hour thru four hours will be charged as four hours. Four thru eight hours will be charged as eight hours. Hours worked greater than eight will be rounded up to the nearest half hour increment, charged at that increment.

3. Union Survey Crew - Time will be charged portal to portal originating from our office.

4. Union Survey Crew Rates are subject to revision on June 1, 2017.

5. Fees will be invoiced monthly-based on work actually performed.

Additional billing rates for other classifications will be negotiated on a case-by-case basis.

7-C-2
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

CONTRACT#2017-MS4-1 (RENEWAL)

PROJECT: Legal Services

THIS AGREEMENT, entered into this 21st day of December, 2016 by and between Robert B. Golding, Jr. (hereinafter referred to as "Consultant") and the Lake County Drainage Board/ Lake County Surveyor (hereinafter referred to as the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Agreement with Consultant**. The County agrees to engage Consultant and Consultant hereby agrees to perform the services designated in this contract.

2. **Scope of Service**. Consultant shall perform in a good and professional manner these services:

   A. Consultant shall provide legal services as outlined herein for the following offices, their members and their employees:

LAKE COUNTY DRAINAGE BOARD / LAKE COUNTY SURVEYOR

   B. Consultant shall devote such hours as are necessary to perform the service listed herein.

   C. Consultant shall exercise independent judgment to act in the best interest of the party represented.

   D. Provide technical advice and assistance regarding the County Drainage Code.

   E. Provide technical advice and assistance regarding the County Subdivision Ordinance.

   F. Provide technical advice and assistance regarding the County Stormwater Ordinance.

   G. Provide technical advice and assistance regarding stormwater complaints, including without limitation, enforcement proceedings in court.

   H. Provide technical advice and assistance regarding the contractual issues relating to projects involving the Lake County Drainage Board and the County Surveyor's office MS4 Department.

   I. Provide technical advice and assistance regarding permitting and regulatory compliance.

   J. Provide technical advice and assistance regarding wetlands and other environmental issues.

   K. Provide technical advice and assistance regarding legislative action impacting the Lake County Surveyor's Office responsibilities for MS4.

   L. Provide technical advice and assistance regarding inter and intra governmental bodies, communities, etc.

3. **Time of Performance**. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

4. **Compensation**. The County agrees to pay Consultant $90/hour, not to exceed Nine Thousand Dollars and 00/100ths ($9,000.00) for all services required herein.

   A. Billing for the services rendered under this Contract shall be in the form and manner prescribed by the State of Indiana, State Board of Accounts and the County. The Consultant will, consistent with these provisions, tender the necessary verified forms on a periodic basis.

   B. The Consultant shall receive payment as follows:

      1. The Consultant shall receive periodic payments after submission of the requisite payment forms on a periodic basis.

   C. The source of funds for payment under this Contract is the County's approved budgets described in Attachment I, and more specifically the line items therein for the payment of these services. By execution of this Contract, the County is not agreeing to use funds other than those budgeted for the purposes enunciated herein.

5. **Changes**. The County may, from time to time, require changes in the scope of services of Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and Consultant, shall be incorporated in a written amendment to this agreement.

6. **Termination of Agreement**. The County may, for any cause, terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof. In addition, Consultant may, for any cause, also terminate this Agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof.

7. **Accomplishment of Project**. Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

8. **Provisions Concerning Certain Waivers**. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

9. **Matters to be Disregarded**. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

10. **Completeness of Contract**. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

    In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.

11. **County Not Obligated To Third Parties**. The County shall not be obligated or liable hereunder to any party other than Consultant.

12. **When Rights and Remedies Not Waived**. In no event shall the making by the County of any payment to Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Equal Opportunity and Affirmative Action**. Consultant agrees by the execution of this contract that in regards to its operations:

    A) No personal shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

    B) The principals of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

    C) The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.

    D) The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.

    E) Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement shall be subject to any remedy available to the County in respect to such breach or default.

    F) Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Consultant by this agreement.

14. **Miscellaneous**.

    A) This Agreement represents the entire understanding between the parties, and modifications of this Agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced.

    B) Said contract shall be in effect through December 31, 2017.

    C) Said contract is renewable on a periodic basis, with the first renewal date of December 31, 2016 and subsequent renewal dates every year thereafter. Said renewal shall be agreed upon and signed by both parties.

15. **Notice**. Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Lake County Drainage Board
C/O Lake County Surveyor Bill Emerson, Jr.
2293 North Main Street
Crown Point, Indiana 46307
(219) 755-3200

Robert B. Golding, Jr.
Attorney at Law
1194 Joliet Street
Dyer, IN 46311
(219) 865-8470

IN WITNESS WHEREOF, the County and Consultant execute this Agreement December 21, 2016.

THE LAKE COUNTY DRAINAGE BOARD

GERRY SCHEUB, CHAIRMAN

K.B.

MICHAEL C. REPAY, MEMBER

D.K.

KYLE W. ALLEN, SR., MEMBER

CONSULTANT

Robert B. Golding, Jr. Attorney at Law

1194 Joliet Street
ADDRESS

Dyer, IN 46311
CITY, STATE, ZIP CODE

LAKE COUNTY SURVEYOR

BILL EMERSON, JR.

ATTACHMENT I

MS4	264-0600-43190	$ 9,000.00
	TOTAL:	$ 9,000.00

7-C-3
12-21-16

CONTRACT# 2017-MS4-ENG

SOURCE OF FUNDS: 264-0600-43190
MS4 OTHER PROFESSIONAL SERVICES

TOTAL ANNUAL AMOUNT $30,000.00

PROJECT: MS4 COORDINATION SERVICES FOR LAKE COUNTY GOVERNMENT

This Agreement, entered into this 21st day of December, 2016 effective from January 1st, 2017 to December 31st, 2017 by and between Christopher B. Burke Engineering, LTD. (CBBEL) (hereinafter referred to as the "Consultant") and the Lake County Drainage Board/Lake County Surveyor (hereinafter referred to as the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service .** The Consultant shall do, perform, and carry out in a good and professional manner these services:

   A. Consultant shall advise and represent the following office, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at meetings:

   LAKE COUNTY SURVEYOR'S OFFICE

   B. Consultant shall devote such hours as are necessary to perform the service listed above and below.
   C. Consultant shall exercise independent judgment to act in the best interest of the party represented.
   D. Consultant reports directly to the Lake County Surveyor.
   E. Consultant shall perform those services more particularly outlined in Exhibit "A", which is attached hereto and made apart hereof.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed $30,000.00. (Thirty thousand dollars) for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
   A. Compensation shall be at the rate outlined in Exhibit "A".

5. **Changes**. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

6. **Termination of Agreement.** The County may, for any cause, terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In addition, the consultant may, for any cause, also terminate the Agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any party thereof shall have any validity or bind any of the parties hereto.
    In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.
11. **County Not Obligated To Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may the exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    A) No personal shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    B) The principals of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
    C) The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    D) The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.

E) Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement shall be subject to any remedy available to the County in respect to such breach or default.

F) Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

14. **Miscellaneous.**

A) This agreement represents the entire understanding between the parties, and modifications of the Agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Agreement are found to be void and voidable portions, these portions shall be stricken and the remaining enforced.

15. **Notice.** Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Lake County Drainage Board
C/O Lake County Surveyor Bill Emerson, Jr.
2293 N. Main Street
Crown Point, IN 46307
(219) 755-3745

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

THE LAKE COUNTY DRAINAGE BOARD

Gerry Scheub, Chairman

Kyle W. Allen, Sr., Member

Michael C. Repay, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

Attest: Mary Ellen Kupsik

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Thomas T. Burke

9575 West Higgins Road, Suite 600
Address

Rosemont, IL 60018
City, State, Zip Code

(847) 823-0500
Phone Number

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 2, 2016

Lake County Surveyor's Office
2293 N. Main St.
Crown Point, IN 46307

Attention: Bill Emerson, Jr.
Lake County Surveyor

Subject: **On-call, Ongoing Support of NPDES Phase II Implementation Tasks**
MS4 Coordination Professional Services Proposal

Dear Mr. Emerson:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) has prepared this proposal for providing 2017 as-needed support to Lake County (the County) as you implement your NPDES Phase II MS4 Stormwater Permit. Based on recent conversations with county staff, it appears that there may be a variety of related tasks with which we may be able to assist. As requested, we have prepared this proposal with an hourly-based, as-needed professional engineering and planning services agreement. The following is our understanding of the assignment, scope of services, and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

The professional services will consist of ongoing support to complete the required permit activities in addition to as-needed support services to assist the County with Phase II Program implementation.

SCOPE OF SERVICES

Services to be provided by CBBEL, as-needed and directed by the County include, but are not limited to:

- Providing ongoing coordination and planning support to the County staff in completing various implementation tasks necessary to assist with compliance for the NPDES Phase II MS4 regulations
- Interacting and assisting with the County's MS4 Operator
- Developing and maintaining necessary forms and tools to support the documentation and implementation of the NPDES Phase II MS4 program
- Providing training to county staff, developers and contractors
- Aiding the County with matters related to 327 IAC 15-6 (Rule 6) - "Storm Water Discharges

Exposed to Industrial Activity"

- Coordinating with GIS staff for field locates of stormwater infrastructure for mapping efforts
- Assisting the County with the management of all county MS4 staff for implementation of the Rule 13 Storm Water Quality Management Plan and other tasks related to stormwater quality management
- Representing the County at local, state, and federal meetings
- Conducting mock audit inspections of county facilities and completing Part C required self-monitoring reports
- Assisting the County with the management of the implementation of stormwater quality projects and associated BMPs
- Working with county staff to enhance existing compliance and especially enforcement efforts
- Developing public-friendly fact sheets for capital improvement and other stormwater program-funded projects so the public can easily see where their dollars are going
- Conducting partial evaluation of stormwater utility budget and basis for rates along with evaluating the impacts of any budget changes or updates on the rate structure
- Reviewing the County's Rule 13 program for compliance and assess needs for additional measures to help prepare for IDEM audits
- Preparing Rule 13 compliance documentation for the County and IDEM submittals
- Reviewing and providing suggested comments to county staff on the expected IDEM issuance in 2017 of draft Rule 13 permit language for expedited general permits for stormwater management
- Work with county staff to prepare documents required for the expected new general permits for stormwater management
- Performing other duties as assigned by the County

ESTIMATED FEE

The initial not-to-exceed budget for this on-call, ongoing support of NPDES Phase II implementation tasks contract is **$30,000**. This initial budget may be increased by the County upon further agreements by both parties.

We will bill you monthly, on a time and material basis, for assigned tasks, in accordance with our Standard Charges for professional services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services.

A statement will be sent to you every month based on the number of hours of staff involvement and direct expenses incurred in that month broken down by job and task. If, at any time, the County determines that it no longer requires the services of CBBEL, this contract will be considered

completed. CBBEL would be entitled to reimbursement according only to the actual time and material it has incurred and would have no claims on any remaining unused budget set for this contract.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our Notice to Proceed. The executed proposal, the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact Al Walus at the number listed above if you have any questions.

Sincerely,

Thomas T. Burke, Jr., PhD, PE
Vice President
Head, Water Resources Department

THIS PROPOSAL, ESTIMATED FEE, AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY LAKE COUNTY:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges
General Terms and Conditions

CC: Dan Gossman – Drainage Administrator
Mary Ellen Kupsik – Drainage Board Secretary

N:\PROPOSALS\ADMIN\2016\LCSO 2017 On-Call Ongoing Support of NPDES Phase II Implementation Tasks 120216.docx

Standard Charges for Professional Services, January 2015

Personnel	($/Hr)
Engineer VI	216
Engineer V	185
Engineer IV	165
Engineer III	137
Engineer I/II	111
Resource Planner V	151
Resource Planner IV	137
Resource Planner III	119
Resource Planner I/II	105
Engineering Technician IV	137
Engineering Technician III	119
Engineering Technician I/II	105
CAD II	121
CAD I	107
GIS Specialist III	125
GIS Specialist I/II	95
Environmental Resource Specialist V	151
Environmental Resource Specialist IV	137
Environmental Resource Specialist III	119
Environmental Resource Specialist I/II	105
Environmental Resource Technician	99
Administrative	69
Engineering Intern	60
Information Technician I/II	68

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage ..... Cost + 12%

**Charges include overhead and profit*

salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole

risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not

limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

> Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

7-C-4
12-21-16

2017

Public Education/Public Participation and Outreach Agreement Between The Lake County Drainage Board/Lake County Surveyor's Office/MS4 Stormwater Quality Department and the Lake County Soil and Water Conservation District

By this Agreement, the Lake County Soil and Water Conservation District agrees to Provide Public Education and Public Participation services to the Lake County Surveyor's Office for the MS4 Water Quality Program for calendar year 2017.

Compensation for the services will be Five Thousand Dollars and 00/100ths ($5000.00), Payable to the Lake County Soil and Water District in the first quarter of calendar year 2017, by the submission of a claim to the Surveyor's Office.

The services to be provided are attached to this agreement, as Attachment A- "Scope of Services

Kevin Garling

Kevin Garling, SWCD Chairman

Accepted: 12/8/16

Accepted and Approved this 21st day of December 2016

Lake County Drainage Board/MS4

Gerry Scheub

Kyle W. Allen Sr. D.H.

Kyle W. Allen, Sr. K.A.

Michael C. Repay

Bill Emerson, Jr. Lake County Surveyor

Attachment A

SCOPE OF SERVICES for PUBLIC EDUCATION and OUTREACH

Annual services to be provided by Lake County Soil & Water Conservation District (SWCD) include, but are not limited to:

- To present Stormwater Programs and related programs in the classrooms within the community school district.
- To develop additional stormwater classroom programs that can be added to the existing list of hour-long programs currently offered by SWCD.
- To present and provide stormwater related programs to 4-H members/clubs, scouts, environmental clubs in the community.
- To present stormwater related programs and distribute stormwater materials at the County Ag Awareness Day held at the Lake County Fairgrounds targeted for 3rd graders in the county.
- To develop news articles containing related stormwater program articles to communities for their newsletters.
- To promote workshops for related stormwater trainings.
- To promote workshops for volunteer stream monitoring.
- To promote the use rain barrels to the local residents.
- To organize a rain garden demonstration project within the community that involves volunteers.
- To present and distribute stormwater-related materials and information to the public at the Lake County Fair.
- To assist in local clean-up events in your community that involves local residents and the enhancement of a waterway, detention pond or wetland.
- To promote and distribute schedules for Lake County Household Hazardous Waste Collection events.
- To attend select community Stormwater Board & Northwest Indiana Stormwater Advisory Group (NISWAG) meetings as needed to provide updates on applicable SWCD MCM 1 implementation activities.
- To coordinate Rule 13 Coordinator as needed to ensure that activities are eligible for local MS4 compliance.
- Interact with and assist community staff, as needed.
- Document all activities for Rule 13 annual reports. Information provided to communities includes but is not limited to:
    - Number of students, program and date visited for each school
    - Amount and type of MS4 outreach materials distributed
    - Description of stormwater-related classroom programs
    - Number and description of educational events that involved the community residents.

10-B-1
12-21-16

ADDENDUM NO. 1

Bailey Arm Maintenance Phase I - W 221st Ave to Wicker Ave (US 41)

Revised Contract Documents:

1. See attached revised plan sheet that includes installation of riprap for bank stabilization downstream of the 221st Avenue culvert.

2. See attached revised bid form that includes the new pay items (riprap and geotextile) for the added bank stabilization.

3. See attached additional specification *Section 3.7 Channel Bank Stabilization (with Riprap and Geotextile)* to address the added bank stabilization.

Questions Received:

1. After looking through the bid form, I am questioning the "channel bank excavation (slope repair)" station numbers. Not many of the station numbers coincide with the job station limits. I'm sure this has already been taken notice of, but just wanted clarification and to make sure it is resolved in the addendum. Please clarify the correct numbers to be in the bid form.

2. At the south side of 221st the existing channel bottom width is less than 20 feet wide. It's probably 12 to 15 feet wide. Is it our intent that we are changing the bottom width of the channel to the widths indicated in bid form?

Responses to Questions:

1. The bid form has been revised and reissued to accurately reflect the repairs shown on the plans.

2. It is not the intent of this project to change the original cross-section of the ditch. From *Section 3.1 Channel Bottom Dipping (Sediment Removal)* of the project specifications: The contractor shall excavate the low flow channel below the existing flow line to the original channel bottom as shown in the Typical Ditch Cross Section Detail in the plans.

   The bid form quantities are estimates of the amount of sediment to be removed – the actual amount or sediment excavation required to return the channel bottom to its original cross section may vary from the quantities estimated in the bid form.

END OF ADDENDUM

10-B-1
12-21-16

POTENTIAL BIDDERS
2016 BAILEY ARM MAINTENANCE PHASE I W 221ST AVENUE
TO WICKER AVENUE (US 41)
WEST CREEK TWP., LAKE COUNTY, IN

R.A. OROS 8244 Greenwood Avenue Munster, IN 46321	$_____
• AUSTGEN EQUIPMENT 11309 Broadway, Suite C3 Crown Point, IN 46307	$ 51,545.00
• DELTA III, INC. 2063 West 1250 South Hanna, IN 46340	$ 62,729.00
• GARIUP CONSTRUCTION CO. 3965 Harrison Street Gary, IN 46408	$ 293,700.00
• GOUGH, INC. 2200 E. 88th Drive Merrillville, IN 46410	$ 91,245.92

11-A-1
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

CONTRACT #2016-LC-7

PROJECT NAME: 2016 HART DITCH
Park Manor Drive - St. John Township

AMOUNT: $134,519.00

This CONTRACT is made and entered into this 21st day of DECEMBER, 2016 by and between DELTA III, INC. a(n) INDIANA Corporation hereinafter referred to as the "Contractor" and the Lake County Drainage Board, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the Contractor do hereby mutually agree as follows:

I. SCOPE OF WORK

The Contractor shall provide the project services as described herein in Attachment A; in the approved plans and specifications, and any modifications or addenda thereof, which are attached hereto or otherwise incorporated herein by reference; in the terms contained in any permits obtained or not yet approved and any monies to be received from contributing municipalities; and in the Contractor's bid/response and any supplemental responses, and subsequent negotiations arising therefrom, all of which is incorporated herein by reference. Where there is an inconsistency between these terms, the term that is most beneficial to the Board shall control.

The Contractor shall perform the work covered by this Contract under the supervision of the Lake County Surveyor and/or its designee.

The Contractor shall comply with all plans, specifications, terms and conditions of this Contract. Deviation from said plans, specifications, terms or conditions shall be a basis for an immediate cease and desist notice of said unauthorized activity by the Board or the Lake County Surveyor's Office and, where appropriate as determined by the Board or the Lake County Surveyor's Office, cease and desist of contract activity until further action taken by the Board at its next public meeting.

The scope of work occurs on private property and/or within and upon a regulated drain and its easement as authorized by statute. The Contractor has the authority to keep unauthorized persons from the job site in order to avoid any potential liability arising therefrom. Should such persons fail to leave said site, the Contractor is to immediately contact the Lake County Surveyor's office, who may contact the Lake County Sheriff to maintain a safe work site and limit any liability of Lake County or the Contractor for any alleged claims or damages.

Soil Conditions

The Contractor agrees to accept full responsibility for its conclusions relative to the nature and probable difficulties of the work due to underground structures and soil conditions.

The results of subsurface soil investigations shown on the drawings or given in the specifications are for general information only. Neither the Lake County Drainage Board nor the engineer guarantees that materials other than those given in this information will not be encountered or that the proportions of the various materials will not vary from the information indicated on the plans or given in the specifications.

The Contractor shall be responsible for making its own subsurface soil investigations and shall make its own determinations from the investigations. The Contractor waives all claims for damages which it may suffer by reason of the inadequacies or discrepancies of the underground information shown on the plans or provided in the specifications. No compensation will be paid to the Contractor due to inadequacies or discrepancies in subsurface data furnished by Lake County Drainage Board or by the engineer.

Materials

No materials of any kind shall be used until they have been examined by the Lake County Surveyor or his engineer or other person authorized by the Lake County Surveyor, who shall have full power to condemn any work or materials not in accordance with these specifications, and to require the Contractor to remove any work or materials so condemned, and at the contractor's own expense to replace such condemned work or materials to the Lake County Surveyor or his engineer's satisfaction. The decision of the Lake County Surveyor or his engineer shall be final as to quality of workmanship and materials.

Clean up

During the time that the work is in progress the Contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing, etc., shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition the Lake County Surveyor or his engineer, or other person authorized by the Lake County Surveyor may cause the work to stop until the "clean-up" portion of the work has been done to the satisfaction of the Lake County Surveyor and/or its engineer.

The work will not be considered complete and the final payment certificate issued until all rubbish, unused material or equipment due to or connected with it shall have been removed and the premises left in a condition satisfactory to the Lake County Surveyor and/or its engineer.

II. PAYMENT OF SERVICE

a. For the services rendered by the Contractor, the Board shall pay to the Contractor the sum of ONE HUNDRED AND THIRTY-FOUR THOUSAND FIVE HUNDRED AND NINETEEN DOLLARS and 00/100ths ($134,519.00).

b. No payment under paragraph (a) above shall be made until:

(1) The Lake County Surveyor has filed with the Board a written report approving the work performed by Contractor as required under this contract.

(2) The Contractor shall have filed with the Board a waiver of lien and verified statement that all expenses incurred for labor, material, and suppliers have been paid in full.

c. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.

d. Approval of payment claims shall be made at a regular Board Meeting. Should there be a dispute regarding any invoice or payment thereof, the party raising the dispute shall notify the other party upon discovery thereof. Payment of any invoice shall not be a waiver of any right associated with a dispute with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.

e. Fifteen percent (15%) of the contract price shall be withheld by the Board for a period of 60 days after completion of the work and its acceptance by the Lake County Surveyor for the purpose of securing payment of suppliers, laborers, and subcontractors, if any. However, if the Contractor files waivers of lien from all subcontractors, suppliers and laborers of this project, the 15% retainage may be paid along with the final payment under this contract.

f. The sources of funds for payment under this Contract is the Lake County Drainage Board and/or such other applicable and appropriate sources of funds as apply to the scope of work to be performed on behalf of the approved budget for this specific project, and more specifically the line item therein for the payment of these services. By execution of this Contract the Lake County Drainage Board or Lake County is not agreeing to use funds other than the funds in the budget for the purposes enunciated herein. The sources are restricted to those funds which have been appropriated for this purpose by the Lake County Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or State Board of Tax Commissioners, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake County Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Contractor as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all terms and conditions herein.

III. SUBLETTING AND ASSIGNMENT OF CONTRACT

No portion of the Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the Board. Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

IV. SUCCESSORS AND ASSIGNEES

The Contractor binds its successors, executors, administrators and assignees to all covenants of this Contract. The Contractor shall not assign, sublet or transfer its interest in this Contract without the prior written consent of the Board, except as above set forth.

V. TERM OF CONTRACT

Time is of the essence. The Contractor shall complete the work under and pursuant to this Contract within 180 days, including Saturdays, Sundays, and holidays. Should the Contractor fail to do so, the Lake County Drainage Board is entitled to and may retain, from compensation otherwise to be paid, or may otherwise pursue payment thereof, One Hundred Dollars ($100.00) for each day, Sundays and holidays not included, that the work remains uncompleted beyond the specified period, which sum is agreed on as the proper measure of liquidated damages that Board will sustain by the failure of contractor to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty.

When good cause for a delay in the work is shown by the Contractor, the Lake County Surveyor shall determine the seriousness of the delay and extend the time of completion of the work accordingly and in his sole discretion. Such good cause may include, but is not limited to, changes in the work, strikes, lockouts, or other labor disputes; fire, earthquake, or other natural disasters; unavoidable casualty or damage to personnel, materials, or equipment; delay in receiving materials or equipment; acts or neglect of the Board, the Board's representative, or an employee of either; acts or neglect of another Contractor employed by the Board, or any other person not directly responsible to Contractor; or other such similar cause beyond the control of the Contractor.

Any claim by Contractor for an extension of time must be made in writing to the Lake County Surveyor not more than one (1) day following the development of the cause for delay. However, in the case of a continuing cause of delay, only one claim need be made. Whenever the Lake County Surveyor or its representative in his or her own discretion determines that circumstances warrant an extension of time, he or she may grant such an extension until a claim of delay has been submitted by the Contractor.

VI. CHOICE OF LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in Lake County, State of Indiana.

VII. INSURANCE/SECURITY/INDEMNITY

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its subcontractors in accordance with state or territorial Workmen's Compensation laws.

The Contractor shall carry or require that there be carried public liability and property damage insurance in amounts as outlined in IC 34-4-16.5-1 et. seq. to protect the Board and County, the Contractor and its subcontractors from claims which may arise from work under this Contract. The Board shall be named as an additional insured and be fully protected thereunder.

All insurance as required herein shall be effective for acts occurring during and shall be maintained during the entire life of this Contract.

The Contractor shall maintain during the term of the Contract a performance bond, payable to the Lake County Drainage Board, providing security for the

Contractor's performance obligations in the amount of the Contract. Said bond may be reduced to an amount not less than the amount of the remaining item costs in said Contract.

The Contractor agrees to indemnify and hold harmless Lake County, the Lake County Drainage Board, the Lake County Surveyor, its officials, its departments, its boards, its employees, and its agents and assigns against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may in any way be caused by the negligent acts of the Contractor, including but not limited to the negligent digging up of streets, alleys or public grounds, and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Contractor, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Drainage Board all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination.

VIII. REMEDIES UPON DEFAULT

If either party of this Contract shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.

Should the Contractor be cited on three or more occasions by the Lake County Surveyor or Contract Engineer on the project, the Contract is subject to termination for cause, as determined by the Board at a public meeting.

IX. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor agrees by the execution of this contract that in regards to its operations:

a. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation or be denied the benefits thereof, or be subject to discrimination.
b. The principals of equal opportunity in employment and delivery of services are applicable and the contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
c. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable, are incorporated by reference as part of this Contract.
d. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.
e. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.
f. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between Contractor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to contractor by this Contract.

X. LIMITATION OF AUTHORITY

The Contractor has no authority to obligate the Board on any contract or agreement of any kind, character or nature, nor for any expense, except as otherwise delineated in this Contract.

XI. PERSONNEL/INDEPENDENT CONTRACTOR

The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Board. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

XII. ADDITIONAL SERVICES

In the event that any additional services are required of the Contractor that are over and above those described in the Contract and attachments hereto, the services shall not be performed without the express prior written agreement between the Board and Contractor. The scope of additional services and fees to be charged shall be specified in any such written authorization.

XIII. SUBSTANTIAL PERFORMANCE

This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

XIV. WAIVER OF RIGHTS

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waive or excuse shall be in writing and signed by the party claimed to have waived such right.

XV. E-VERIFICATION

A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).

H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11.

   a. This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

      1. the public contract contains:

         A. a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and

         B. a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and

      2. the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

   b. A state agency or political subdivision may not award a grant of more than one thousand dollars ($1,000) to a business entity unless the business entity:

      1. signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;

      2. provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and

      3. signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien

I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

   1. does not knowingly employ or contract with an unauthorized alien; and

   2. has enrolled and is participating in the E-Verify program.

J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

XVI. MISCELLANEOUS PROVISIONS

This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken and the remaining portions enforced.

All provisions of State Law applicable to the County and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.

In the event this Contract is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filing and recordation.

XVII. TERMINATION

Termination of Agreement. The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this Contract by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and date first above written.

LAKE COUNTY DRAINAGE BOARD

GERRY SCHEUB, CHAIRMAN

KYLE ALLEN, SR., MEMBER

MICHAEL C. REPAY, MEMBER

LAKE COUNTY SURVEYOR

WILLIAM EMERSON, JR.

CONTRACTOR

DELTA III, INC.

CORPORATE NAME

2063 W 1250 S

ADDRESS

Hanna, IN 46340

CITY, STATE, ZIP CODE

(219) 797-4004

PHONE NUMBER

Michael Easton, President

michael.eaton@delta3inc.com

EMAIL

ATTEST:

MARY ELLEN KUPSIK, SECRETARY,
LAKE COUNTY DRAINAGE BOARD

SUPPLEMENTAL BID PROPOSAL FORM (TO BE ATTACHED & MADE PART OF FORM 96)

PROJECT: HART DITCH PARK MANOR DRIVE – 2016 (Sta. 25+98 to 28+27)

The undersigned, having familiarized himself/herself/themselves with local contract documents, comprised of the following:

1. Project documents for the project known as HART DITCH PARK MANOR DRIVE – 2016 (Sta. 25+98 to 28+27), Little Calumet River Watershed, Lake County, Indiana.

The undersigned has carefully inspected the site of the proposed work and can perform the various items of work for the unit prices/lump sums stipulated. All prices listed include any incidental work that may be necessary to complete the project in accordance with the provisions of the plans and specifications, as may be amended.

Item No.	Description and Calculation	Unit	Qty.	Unit Price	Total
1	**Rip-Rap Bank Protection** STA 25+98 to 28+27 (South Bank) = 229 LF	TON	1275	85.00	108,375.00
2	**Channel Bank Excavation (Slope Preparation for Rip-Rap)** STA 25+98 to 28+27 (South Bank) = 229 LF	CYS	840	20.00	16,800.00
3	**Mulched Seeding *(stabilizing matrix species mix)*** Disturbed Areas	AC	0.2	3,000.00	600.00
4	**Erosion Blanket (Common)** STA 23+95 to 28+27 = 444 LF (432')(13') = (5,616 SF) / 9 = 624 SY	SY	624	6.00	3,744.00
5	**Temporary Crossing**	LS	1	5,000.00	5,000.00
Total Bid Price		$ 134,519.00			

BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENT

$ One Hundred Thirty-Four Thousand Five Hundred Nineteen Dollars and 00/100
(WORDS)

This proposal submitted this 16 day of November, 2016.

Corporate Name: Delta III, Inc.

Address: 2063 W 1250 S
Hanna, IN 46340

By: [signature]

Title: President

11-A-1
12-21-16

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 14, 2016

Lake County Surveyor's Office
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

Attention: Bill Emerson, Jr. – Lake County Surveyor

Subject: Hart Ditch Park Manor Drive (Sta. 25+98 to 28+27) – Bid Review
(CBBEL Project No. 930169.00059)

Dear Mr. Emerson:

Christopher B. Burke Engineering, LLC (CBBEL) received the bid submittals provided by the Lake County Surveyors Office (LCSO) for the Hart Ditch Park Manor Drive Maintenance Improvements project opened on November 16, 2016. As requested, the bid submittals were reviewed to make a recommendation.

CBBEL has performed the review of the bid submittals and makes a recommendation based solely on unit and total bid prices for Delta III, Inc. as the awarded Contractor for the Hart Ditch Park Manor Drive Maintenance Improvements. Based on unit prices, CBBEL's engineers' estimate was $167,881.00 while the Delta III, Inc. bid was $134,519.00. With a difference of $33,362.00 or 20% between the engineer's estimate and Delta III's bid, we believe the Contractor has a firm understanding of what is required to complete this project to the plans and specifications provided.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Donald C. Oliphant, PE, CFM, CPESC
Senior Water Resources Engineer

CC: Dan Gossman, Drainage Administrator – LCSO
Mary Ellen Kupsik – LCSO

Encl. Bid Tab

Hart Ditch Park Manor Drive Bid Revw 121416

LAKE COUNTY DRAINAGE BOARD
LAKE COUNTY SURVEYOR'S OFFICE
2016 HART DITCH MAINTENANCE -- PARK MANOR DRIVE (25+98 to 28+27)
Bids Opened on 11/16/16

Project Quantity Estimate				Engineer's Estimate		GOUGH INC.		AUSTGEN EQUIPMENT		GARIUP CONSTRUCTION		DELTA III	
Item	Description	Unit	Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	RIPRAP BANK PROTECTION	TON	1275	$ 95.00	$ 121,125.00	$ 89.57	$ 114,201.75	$ 98.00	$ 124,950.00	$ 185.00	$ 235,875.00	$ 85.00	$ 108,375.00
2	CHANNEL BANK EXCAVATION (Slope Prep. for Riprap)	CY	840	$ 40.00	$ 33,600.00	$ 71.88	$ 60,379.20	$ 16.00	$ 13,440.00	$ 60.00	$ 50,400.00	$ 20.00	$ 16,800.00
3	MULCHED SEEDING	AC	0.2	$ 3,500.00	$ 700.00	$ 33,150.57	$ 6,630.11	$ 12,100.00	$ 2,420.00	$ 16,500.00	$ 3,300.00	$ 3,000.00	$ 600.00
4	EROSION BLANKET (Common)	SY	624.0	$ 6.50	$ 4,056.00	$ 3.73	$ 2,327.52	$ 3.00	$ 1,872.00	$ 19.00	$ 11,856.00	$ 6.00	$ 3,744.00
5	TEMPORARY CROSSING	LS	1.0	$ 8,400.00	$ 8,400.00	$ 5,167.43	$ 5,167.43	$ 2,700.00	$ 2,700.00	$ 53,269.00	$ 53,269.00	$ 5,000.00	$ 5,000.00
BID TOTALS:					$ 167,881.00		$ 188,706.01		$ 145,382.00		$ 354,700.00		$ 134,519.00

11-A-2
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

CONTRACT #2016-LC-8

PROJECT NAME: Cady Marsh Ditch Maintenance
Colfax to Ross – Calumet Township

AMOUNT: $113,249.00

This CONTRACT is made and entered into this 21st day of DECEMBER, 2016 by and between R. A. OROS, INC., a(n) INDIANA Corporation hereinafter referred to as the "Contractor" and the Lake County Drainage Board, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the Contractor do hereby mutually agree as follows:

I. SCOPE OF WORK

The Contractor shall provide the project services as described herein in Attachment A; in the approved plans and specifications, and any modifications or addenda thereof, which are attached hereto or otherwise incorporated herein by reference; in the terms contained in any permits obtained or not yet approved and any monies to be received from contributing municipalities; and in the Contractor's bid/response and any supplemental responses, and subsequent negotiations arising therefrom, all of which is incorporated herein by reference. Where there is an inconsistency between these terms, the term that is most beneficial to the Board shall control.

The Contractor shall perform the work covered by this Contract under the supervision of the Lake County Surveyor and/or its designee.

The Contractor shall comply with all plans, specifications, terms and conditions of this Contract. Deviation from said plans, specifications, terms or conditions shall be a basis for an immediate cease and desist notice of said unauthorized activity by the Board or the Lake County Surveyor's Office and, where appropriate as determined by the Board or the Lake County Surveyor's Office, cease and desist of contract activity until further action taken by the Board at its next public meeting.

The scope of work occurs on private property and/or within and upon a regulated drain and its easement as authorized by statute. The Contractor has the authority to keep unauthorized persons from the job site in order to avoid any potential liability arising therefrom. Should such persons fail to leave said site, the Contractor is to immediately contact the Lake County Surveyor's office, who may contact the Lake County Sheriff to maintain a safe work site and limit any liability of Lake County or the Contractor for any alleged claims or damages.

Soil Conditions

The Contractor agrees to accept full responsibility for its conclusions relative to the nature and probable difficulties of the work due to underground structures and soil conditions.

The results of subsurface soil investigations shown on the drawings or given in the specifications are for general information only. Neither the Lake County Drainage Board nor the engineer guarantees that materials other than those given in this information will not be encountered or that the proportions of the various materials will not vary from the information indicated on the plans or given in the specifications.

The Contractor shall be responsible for making its own subsurface soil investigations and shall make its own determinations from the investigations. The Contractor waives all claims for damages which it may suffer by reason of the inadequacies or discrepancies of the underground information shown on the plans or provided in the specifications. No compensation will be paid to the Contractor due to inadequacies or discrepancies in subsurface data furnished by Lake County Drainage Board or by the engineer.

Materials

No materials of any kind shall be used until they have been examined by the Lake County Surveyor or his engineer or other person authorized by the Lake County Surveyor, who shall have full power to condemn any work or materials not in accordance with these specifications, and to require the Contractor to remove any work or materials so condemned, and at the contractor's own expense to replace such condemned work or materials to the Lake County Surveyor or his engineer's satisfaction. The decision of the Lake County Surveyor or his engineer shall be final as to quality of workmanship and materials.

Clean up

During the time that the work is in progress the Contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing, etc., shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition the Lake County Surveyor or his engineer, or other person authorized by the Lake County Surveyor may cause the work to stop until the "clean-up" portion of the work has been done to the satisfaction of the Lake County Surveyor and/or its engineer.

The work will not be considered complete and the final payment certificate issued until all rubbish, unused material or equipment due to or connected with it shall have been removed and the premises left in a condition satisfactory to the Lake County Surveyor and/or its engineer.

II. PAYMENT OF SERVICE

a. For the services rendered by the Contractor, the Board shall pay to the Contractor the sum of ONE HUNDRED AND THIRTEEN THOUSAND, TWO HUNDRED AND FORTY-NINE DOLLARS AND 00/100THS ($113,249.00), payable in accordance with the attached "Schedule of Payments".

b. No payment under paragraph (a) above shall be made until:

(1) The Lake County Surveyor has filed with the Board a written report approving the work performed by Contractor as required under this contract.

(2) The Contractor shall have filed with the Board a waiver of lien and verified statement that all expenses incurred for labor, material, and suppliers have been paid in full.

c. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.

d. Approval of payment claims shall be made at a regular Board Meeting. Should there be a dispute regarding any invoice or payment thereof, the party raising the dispute shall notify the other party upon discovery thereof. Payment of any invoice shall not be a waiver of any right associated with a dispute with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.

e. Fifteen percent (15%) of the contract price shall be withheld by the Board for a period of 60 days after completion of the work and its acceptance by the Lake County Surveyor for the purpose of securing payment of suppliers, laborers, and subcontractors, if any. However, if the Contractor files waivers of lien from all subcontractors, suppliers and laborers of this project, the 15% retainage may be paid along with the final payment under this contract.

f. The sources of funds for payment under this Contract is the Lake County Drainage Board and/or such other applicable and appropriate sources of funds as apply to the scope of work to be performed on behalf of the approved budget for this specific project, and more specifically the line item therein for the payment of these services. By execution of this Contract the Lake County Drainage Board or Lake County is not agreeing to use funds other than the funds in the budget for the purposes enunciated herein. The sources are restricted to those funds which have been appropriated for this purpose by the Lake County Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or State Board of Tax Commissioners, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake County Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Contractor as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all terms and conditions herein.

III. SUBLETTING AND ASSIGNMENT OF CONTRACT

No portion of the Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the Board. Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

IV. SUCCESSORS AND ASSIGNEES

The Contractor binds its successors, executors, administrators and assignees to all covenants of this Contract. The Contractor shall not assign, sublet or transfer its interest in this Contract without the prior written consent of the Board, except as above set forth.

V. TERM OF CONTRACT

Time is of the essence. The Contractor shall complete the work under and pursuant to this Contract within 180 days, including Saturdays, Sundays, and holidays. Should the Contractor fail to do so, the Lake County Drainage Board is

entitled to and may retain, from compensation otherwise to be paid, or may otherwise pursue payment thereof, One Hundred Dollars ($100.00) for each day, Sundays and holidays not included, that the work remains uncompleted beyond the specified period, which sum is agreed on as the proper measure of liquidated damages that Board will sustain by the failure of contractor to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty.

When good cause for a delay in the work is shown by the Contractor, the Lake County Surveyor shall determine the seriousness of the delay and extend the time of completion of the work accordingly and in his sole discretion. Such good cause may include, but is not limited to, changes in the work, strikes, lockouts, or other labor disputes; fire, earthquake, or other natural disasters; unavoidable casualty or damage to personnel, materials, or equipment; delay in receiving materials or equipment; acts or neglect of the Board, the Board's representative, or an employee of either; acts or neglect of another Contractor employed by the Board, or any other person not directly responsible to Contractor; or other such similar cause beyond the control of the Contractor.

Any claim by Contractor for an extension of time must be made in writing to the Lake County Surveyor not more than one (1) day following the development of the cause for delay. However, in the case of a continuing cause of delay, only one claim need be made. Whenever the Lake County Surveyor or its representative in his or her own discretion determines that circumstances warrant an extension of time, he or she may grant such an extension until a claim of delay has been submitted by the Contractor.

VI. CHOICE OF LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in Lake County, State of Indiana.

VII. INSURANCE/SECURITY/INDEMNITY

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its subcontractors in accordance with state or territorial Workmen's Compensation laws.

The Contractor shall carry or require that there be carried public liability and property damage insurance in amounts as outlined in IC 34-4-16.5-1 et. seq. to protect the Board and County, the Contractor and its subcontractors from claims which may arise from work under this Contract. The Board shall be named as an additional insured and be fully protected thereunder.

All insurance as required herein shall be effective for acts occurring during and shall be maintained during the entire life of this Contract.

The Contractor shall maintain during the term of the Contract a performance bond, payable to the Lake County Drainage Board, providing security for the Contractor's performance obligations in the amount of the Contract. Said bond may be reduced to an amount not less than the amount of the remaining item costs in said Contract.

The Contractor agrees to indemnify and hold harmless Lake County, the Lake County Drainage Board, the Lake County Surveyor, its officials, its departments, its boards, its employees, and its agents and assigns against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may

in any way be caused by the negligent acts of the Contractor, including but not limited to the negligent digging up of streets, alleys or public grounds, and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Contractor, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Drainage Board all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination.

VIII. REMEDIES UPON DEFAULT

If either party of this Contract shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.

Should the Contractor be cited on three or more occasions by the Lake County Surveyor or Contract Engineer on the project, the Contract is subject to termination for cause, as determined by the Board at a public meeting.

IX. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor agrees by the execution of this contract that in regards to its operations:

a. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation or be denied the benefits thereof, or be subject to discrimination.
b. The principals of equal opportunity in employment and delivery of services are applicable and the contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
c. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable, are incorporated by reference as part of this Contract.
d. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.
e. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.
f. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between Contractor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to contractor by this Contract.

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The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such

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This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

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    a. This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
        1. the public contract contains:

A. a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
B. a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and

2. the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

b. A state agency or political subdivision may not award a grant of more than one thousand dollars ($1,000) to a business entity unless the business entity:

1. signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
2. provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
3. signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien

I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

1. does not knowingly employ or contract with an unauthorized alien; and
2. has enrolled and is participating in the E-Verify program.

J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

XVI. MISCELLANEOUS PROVISIONS

This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken and the remaining portions enforced.

All provisions of State Law applicable to the County and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.

In the event this Contract is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filing and recordation.

XVII. TERMINATION

Termination of Agreement. The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this Contract by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and date first above written.

LAKE COUNTY DRAINAGE BOARD

GERRY SCHEUB, CHAIRMAN

KYLE W. ALLEN, SR., MEMBER

MICHAEL C. REPAY, MEMBER

LAKE COUNTY SURVEYOR

WILLIAM EMERSON, JR.

CONTRACTOR

R.A. OROS, INC.

8244 GREENWOOD AVENUE

MUNSTER, INDIANA 46321
CITY, STATE, ZIP CODE

(219) 838-4942/(219) 712-9532
PHONE NUMBER

EMIL POPPA, PRESIDENT

EMAIL

ATTEST:
MARY ELLEN KUPSIK, SECRETARY,
LAKE COUNTY DRAINAGE BOARD

Contract prepared by: Clifford E. Duggan, Jr., Legal Advisor, Lake County Surveyor's Office, Lake County, IN

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

"SCHEDULE OF PAYMENTS"

CONTRACT #2016-LC-8

PROJECT NAME: Cady Marsh Ditch Maintenance Colfax to Ross – Calumet Township

1.	Year 2016	$106,425.50
2.	Year 2017	$ 6,823.50
	TOTAL:	$113,249.00

SUPPLEMENTAL BID PROPOSAL FORM (TO BE ATTACHED AND MADE PART OF FORM 96)

PROJECT: CADY MARSH DITCH COLFAX TO ROSS (Sta. 193+25 to Sta. 233+50) – 2016

The undersigned, having familiarized himself/herself/themselves with local contract documents, comprised of the following:

1. Project documents for the project known as CADY MARSH DITCH COLFAX TO ROSS (Sta. 193+25 to Sta. 233+50) – 2016, Little Calumet River Watershed, Lake County, Indiana.

The undersigned has carefully inspected the site of the proposed work and can perform the various items of work for the unit prices/lump sums stipulated. All prices listed include any incidental work that may be necessary to complete the project in accordance with the provisions of the plans and specifications, as may be amended.

Item No.	Description and Calculation	Unit	Qty.	Unit Price	Total
1	**Log Jam Removal (Clearing and Snagging)** STA 193+25 to 206+25 = 1,300 LFT STA 206+75 to 223+50 = 1,675 LFT	LFT	2,975	8.00	23,800.–
2	**Channel Bottom Dipping (Sediment Removal)** STA 193+25 to 206+25 = 1,300 LFT (1,300')(1.5' avg.)(16' avg.) = (31,200 cf)/27 = **1,156 CY** STA 206+75 to 233+50 = 1,675 LFT (2,650')(1.0' avg.)(14' avg.) = (37,100 cf)/27 = **1,374 CY**	CY	2,530	4.00	10,120.–
3	**Temporary Wetland Crossing (Drag Line Mat)** STA 194+00 to 201+00 = 700 LFT	LFT	700	45.00	31,500.00
4	**Riprap Bank Protection** STA 206+00 to 206+20 (Right/South Bank) = 20 LF (20')(50' avg.)(1.5') = **100 TON** STA 209+50 (3 Outfalls on Right/South Bank) = 30 LF (30')(10' avg.)(1.5') = **30 TON** STA 211+25 to 211+35 (Right/South Bank) = 10 LF (10')(20' avg.)(1.5') = **20 TON** STA 217+75 to 218+00 (Right/South Bank) = **25** LF (25')(30' avg.)(1.5') = **75 TON**	TON	225	75.00	16,875.–

SUPPLEMENTAL BID PROPOSAL FORM (TO BE ATTACHED AND MADE PART OF FORM 96)

PROJECT: CADY MARSH DITCH COLFAX TO ROSS (Sta. 193+25 to Sta. 233+50) – 2016

Item No.	Description and Calculation	Unit	Qty.	Unit Price	Total
5	**Erosion Blanket (Common)** ***Spoil Piles*** STA 201+00 to 206+25 = 525 LFT (525')(13') = (6,825 sf)/9 = **759 SY** STA 206+75 to 233+25 = 2,650 LFT (2,650')(13') = (34,450 sf)/9 = **3,828 SY**	SY	4,587	4.50	20,641.50
6	**Mulched Seeding (*stabilized matrix species mix*)** ***Spoil Piles*** STA 201+00 to 206+25 = 525 LFT (525')(13') = (6,825 sf)/43,560 = **0.16 AC** STA 206+75 to 233+25 = 2,650 LFT (2,650')(13') = (34,450 sf)/43,560 = **0.79 AC**	AC	0.95	2500.-	2,375.00
7	**Silt Fence** STA 201+00 to 206+25 = 525 LFT STA 206+75 to 233+50 = 2,650 LFT	LFT	3,175	2.50	7,937.50
Total Bid Price		$ 113,249.00			

BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENT

$ One Hundred Thirteen Thousand Two Hundred Forty Nine and 00/100
(WORDS)

This proposal submitted this 15 day of November, 2016.

Corporate Name: R.A. Dros, Inc.
Address: 8244 Greenwood Ave.
Munster IN 46321
By: Emil L. Poppa
Title: President

1-Specs Cady Marsh Colfax to Ross 2016 - 10-17-16

11-A-2
12-21-16

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 14, 2016

Lake County Surveyor's Office
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

Attention: Bill Emerson, Jr. – Lake County Surveyor

Subject: Cady Marsh Ditch 2016 (Colfax to Ross) – Bid Review
(CBBEL Project No. 930169.00066)

Dear Mr. Emerson:

Christopher B. Burke Engineering, LLC (CBBEL) received the bid proposal forms provided by the Lake County Surveyors Office (LCSO) for the Cady Marsh Ditch 2016 (Colfax to Ross) Maintenance Improvements project opened on November 16, 2016. As requested, the bid submittals were reviewed to make a recommendation.

CBBEL has performed the review of the bid submittals and makes a recommendation based solely on unit and total bid prices for R. A. Oros, Inc. as the awarded Contractor for the Cady Marsh Ditch 2016 (Colfax to Ross) Ditch Maintenance Improvements. Based on unit prices, CBBEL's engineers' estimate was $231,932 while the R. A. Oros, Inc. bid was $113,249. In comparing the engineer's estimate to the R. A. Oros bid, the largest difference in cost was for the Log Jam Removal line item. The R. A. Oros, Inc. price of $8 per linear foot is in line with other bid submittal Unit Costs for Log Jam Removal: $15/LFT from Delta III; $10/LFT from Austgen; and $5.71/LFT from Gough. We believe the Contractor has a firm understanding of what is required to complete this project to the plans and specifications provided.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Donald C. Oliphant, PE, CFM, CPESC
Senior Water Resources Engineer

CC: Dan Gossman, Drainage Administrator – LCSO
Mary Ellen Kupsik – LCSO

Encl. Bid Tab

Cady Marsh Ditch 2016 (Colfax to Ross) Bid Revw 121416

LAKE COUNTY DRAINAGE BOARD
LAKE COUNTY SURVEYOR'S OFFICE
Cady Marsh Ditch - 2016 MAINTENANCE (Colfax to Ross: Sta. 193+25 to 233+50))
Bids Opened on 11/16/16

Project Quantity Estimate				Engineer's Estimate		R.A. OROS		GOUGH INC.		AUSTGEN EQUIPMENT		GARIUP CONSTRUCTION		DELTA III	
Item	Description	Unit	Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	LOG JAM REMOVAL (CLEARING & SNAGGING)	LFT	2,975	$ 30.00	$ 89,250.00	$ 8.00	$ 23,800.00	$ 5.71	$ 16,987.25	$ 10.00	$ 29,750.00	$ 25.00	$ 74,375.00	$ 15.00	$ 44,625.00
2	CHANNEL BOTTOM DIPPING (SEDIMENT REMOVAL)	CY	2,530	$ 22.00	$ 55,660.00	$ 4.00	$ 10,120.00	$ 18.88	$ 47,766.40	$ 22.60	$ 57,178.00	$ 88.00	$ 222,640.00	$ 14.10	$ 35,673.00
3	TEMPORARY WETLAND CROSSING (DRAG LINE MAT)	LFT	700	$ 40.00	$ 28,000.00	$ 45.00	$ 31,500.00	$ 78.40	$ 54,880.00	$ 12.00	$ 8,400.00	$ 150.00	$ 105,000.00	$ 65.00	$ 45,500.00
4	RIPRAP BANK PROTECTION	TON	225	$ 85.00	$ 19,125.00	$ 75.00	$ 16,875.00	$ 113.01	$ 25,427.25	$ 81.00	$ 18,225.00	$ 76.00	$ 17,100.00	$ 100.00	$ 22,500.00
5	EROSION CONTROL BLANKET (COMMON)	SY	4,587	$ 6.00	$ 27,522.00	$ 4.50	$ 20,641.50	$ 1.57	$ 7,201.59	$ 3.00	$ 13,761.00	$ 17.00	$ 77,979.00	$ 8.00	$ 36,696.00
6	MULCHED SEEDING	AC	0.95	$ 3,000.00	$ 2,850.00	$ 2,500.00	$ 2,375.00	$ 12,110.03	$ 11,504.53	$ 3,120.00	$ 2,964.00	$ 17,244.00	$ 16,381.80	$ 4,700.00	$ 4,465.00
7	SILT FENCE	LFT	3,175	$ 3.00	$ 9,525.00	$ 2.50	$ 7,937.50	$ 1.86	$ 5,905.50	$ 2.80	$ 8,890.00	$ 2.50	$ 7,937.50	$ 4.00	$ 12,700.00
BID TOTALS:					$ 231,932.00		$ 113,249.00		$ 169,672.52		$ 139,168.00		$ 521,413.30		$ 202,159.00

11-A-3
12-21-16

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

CONTRACT #2016-LC-9

PROJECT NAME: Turkey Creek Lat. 6 Maintenance
Georgia to I-65
Hobart/Calumet Townships

AMOUNT: $133,150.50

This CONTRACT is made and entered into this 21st day of DECEMBER, 2016 by and between R. A. OROS, INC., a(n) INDIANA Corporation hereinafter referred to as the "Contractor" and the Lake County Drainage Board, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the Contractor do hereby mutually agree as follows:

I. SCOPE OF WORK

The Contractor shall provide the project services as described herein in Attachment A; in the approved plans and specifications, and any modifications or addenda thereof, which are attached hereto or otherwise incorporated herein by reference; in the terms contained in any permits obtained or not yet approved and any monies to be received from contributing municipalities; and in the Contractor's bid/response and any supplemental responses, and subsequent negotiations arising therefrom, all of which is incorporated herein by reference. Where there is an inconsistency between these terms, the term that is most beneficial to the Board shall control.

The Contractor shall perform the work covered by this Contract under the supervision of the Lake County Surveyor and/or its designee.

The Contractor shall comply with all plans, specifications, terms and conditions of this Contract. Deviation from said plans, specifications, terms or conditions shall be a basis for an immediate cease and desist notice of said unauthorized activity by the Board or the Lake County Surveyor's Office and, where appropriate as determined by the Board or the Lake County Surveyor's Office, cease and desist of contract activity until further action taken by the Board at its next public meeting.

The scope of work occurs on private property and/or within and upon a regulated drain and its easement as authorized by statute. The Contractor has the authority to keep unauthorized persons from the job site in order to avoid any potential liability arising therefrom. Should such persons fail to leave said site, the Contractor is to immediately contact the Lake County Surveyor's office, who may contact the Lake County Sheriff to maintain a safe work site and limit any liability of Lake County or the Contractor for any alleged claims or damages.

Soil Conditions

The Contractor agrees to accept full responsibility for its conclusions relative to the nature and probable difficulties of the work due to underground structures and soil conditions.

The results of subsurface soil investigations shown on the drawings or given in the specifications are for general information only. Neither the Lake County Drainage Board nor the engineer guarantees that materials other than those given in this information will not be encountered or that the proportions of the various materials will not vary from the information indicated on the plans or given in the specifications.

The Contractor shall be responsible for making its own subsurface soil investigations and shall make its own determinations from the investigations. The Contractor waives all claims for damages which it may suffer by reason of the inadequacies or discrepancies of the underground information shown on the plans or provided in the specifications. No compensation will be paid to the Contractor due to inadequacies or discrepancies in subsurface data furnished by Lake County Drainage Board or by the engineer.

Materials

No materials of any kind shall be used until they have been examined by the Lake County Surveyor or his engineer or other person authorized by the Lake County Surveyor, who shall have full power to condemn any work or materials not in accordance with these specifications, and to require the Contractor to remove any work or materials so condemned, and at the contractor's own expense to replace such condemned work or materials to the Lake County Surveyor or his engineer's satisfaction. The decision of the Lake County Surveyor or his engineer shall be final as to quality of workmanship and materials.

Clean up

During the time that the work is in progress the Contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing, etc., shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition the Lake County Surveyor or his engineer, or other person authorized by the Lake County Surveyor may cause the work to stop until the "clean-up" portion of the work has been done to the satisfaction of the Lake County Surveyor and/or its engineer.

The work will not be considered complete and the final payment certificate issued until all rubbish, unused material or equipment due to or connected with it shall have been removed and the premises left in a condition satisfactory to the Lake County Surveyor and/or its engineer.

II. PAYMENT OF SERVICE

a. For the services rendered by the Contractor, the Board shall pay to the Contractor the sum of ONE HUNDRED AND THIRTY-THREE THOUSAND, ONE HUNDRED AND FIFTY DOLLARS AND 50/100THS ($133,150.50), payable in accordance with the attached "Schedule of Payments".

b. No payment under paragraph (a) above shall be made until:

(1) The Lake County Surveyor has filed with the Board a written report approving the work performed by Contractor as required under this contract.

(2) The Contractor shall have filed with the Board a waiver of lien and verified statement that all expenses incurred for labor, material, and suppliers have been paid in full.

c. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.

d. Approval of payment claims shall be made at a regular Board Meeting. Should there be a dispute regarding any invoice or payment thereof, the party raising the dispute shall notify the other party upon discovery thereof. Payment of any invoice shall not be a waiver of any right associated with a dispute with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.

e. Fifteen percent (15%) of the contract price shall be withheld by the Board for a period of 60 days after completion of the work and its acceptance by the Lake County Surveyor for the purpose of securing payment of suppliers, laborers, and subcontractors, if any. However, if the Contractor files waivers of lien from all subcontractors, suppliers and laborers of this project, the 15% retainage may be paid along with the final payment under this contract.

f. The sources of funds for payment under this Contract is the Lake County Drainage Board and/or such other applicable and appropriate sources of funds as apply to the scope of work to be performed on behalf of the approved budget for this specific project, and more specifically the line item therein for the payment of these services. By execution of this Contract the Lake County Drainage Board or Lake County is not agreeing to use funds other than the funds in the budget for the purposes enunciated herein. The sources are restricted to those funds which have been appropriated for this purpose by the Lake County Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or State Board of Tax Commissioners, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake County Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Contractor as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all terms and conditions herein.

III. SUBLETTING AND ASSIGNMENT OF CONTRACT

No portion of the Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the Board. Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

IV. SUCCESSORS AND ASSIGNEES

The Contractor binds its successors, executors, administrators and assignees to all covenants of this Contract. The Contractor shall not assign, sublet or transfer its interest in this Contract without the prior written consent of the Board, except as above set forth.

V. TERM OF CONTRACT

Time is of the essence. The Contractor shall complete the work under and pursuant to this Contract within 180 days, including Saturdays, Sundays, and holidays. Should the Contractor fail to do so, the Lake County Drainage Board is entitled to and may retain, from compensation otherwise to be paid, or may otherwise pursue payment thereof, One Hundred Dollars ($100.00) for each day, Sundays and holidays not included, that the work remains uncompleted beyond the specified period, which sum is agreed on as the proper measure of liquidated damages that Board will sustain by the failure of contractor to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty.

When good cause for a delay in the work is shown by the Contractor, the Lake County Surveyor shall determine the seriousness of the delay and extend the time of completion of the work accordingly and in his sole discretion. Such good cause may include, but is not limited to, changes in the work, strikes, lockouts, or other labor disputes; fire, earthquake, or other natural disasters; unavoidable casualty or damage to personnel, materials, or equipment; delay in receiving materials or equipment; acts or neglect of the Board, the Board's representative, or an employee of either; acts or neglect of another Contractor employed by the Board, or any other person not directly responsible to Contractor; or other such similar cause beyond the control of the Contractor.

Any claim by Contractor for an extension of time must be made in writing to the Lake County Surveyor not more than one (1) day following the development of the cause for delay. However, in the case of a continuing cause of delay, only one claim need be made. Whenever the Lake County Surveyor or its representative in his or her own discretion determines that circumstances warrant an extension of time, he or she may grant such an extension until a claim of delay has been submitted by the Contractor.

VI. CHOICE OF LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in Lake County, State of Indiana.

VII. INSURANCE/SECURITY/INDEMNITY

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its subcontractors in accordance with state or territorial Workmen's Compensation laws.

The Contractor shall carry or require that there be carried public liability and property damage insurance in amounts as outlined in IC 34-4-16.5-1 et. seq. to protect the Board and County, the Contractor and its subcontractors from claims which may arise from work under this Contract. The Board shall be named as an additional insured and be fully protected thereunder.

All insurance as required herein shall be effective for acts occurring during and shall be maintained during the entire life of this Contract.

The Contractor shall maintain during the term of the Contract a performance bond, payable to the Lake County Drainage Board, providing security for the Contractor's performance obligations in the amount of the Contract. Said bond may be reduced to an amount not less than the amount of the remaining item costs in said Contract.

The Contractor agrees to indemnify and hold harmless Lake County, the Lake County Drainage Board, the Lake County Surveyor, its officials, its departments, its boards, its employees, and its agents and assigns against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may in any way be caused by the negligent acts of the Contractor, including but not limited to the negligent digging up of streets, alleys or public grounds, and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Contractor, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Drainage Board all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination.

VIII. REMEDIES UPON DEFAULT

If either party of this Contract shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.

Should the Contractor be cited on three or more occasions by the Lake County Surveyor or Contract Engineer on the project, the Contract is subject to termination for cause, as determined by the Board at a public meeting.

IX. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor agrees by the execution of this contract that in regards to its operations:

a. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation or be denied the benefits thereof, or be subject to discrimination.
b. The principals of equal opportunity in employment and delivery of services are applicable and the contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
c. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable, are incorporated by reference as part of this Contract.
d. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.
e. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.
f. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between Contractor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to contractor by this Contract.

X. LIMITATION OF AUTHORITY

The Contractor has no authority to obligate the Board on any contract or agreement of any kind, character or nature, nor for any expense, except as otherwise delineated in this Contract.

XI. PERSONNEL/INDEPENDENT CONTRACTOR

The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Board. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

XII. ADDITIONAL SERVICES

In the event that any additional services are required of the Contractor that are over and above those described in the Contract and attachments hereto, the services shall not be performed without the express prior written agreement between the Board and Contractor. The scope of additional services and fees to be charged shall be specified in any such written authorization.

XIII. SUBSTANTIAL PERFORMANCE

This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

XIV. WAIVER OF RIGHTS

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waive or excuse shall be in writing and signed by the party claimed to have waived such right.

XV. E-VERIFICATION

A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11.
    a. This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision

may not enter into or renew a public contract for services with a contractor unless:

1. the public contract contains:
   A. a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
   B. a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
2. the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

b. A state agency or political subdivision may not award a grant of more than one thousand dollars ($1,000) to a business entity unless the business entity:
   1. signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
   2. provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
   3. signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien

I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
   1. does not knowingly employ or contract with an unauthorized alien; and
   2. has enrolled and is participating in the E-Verify program.

J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

XVI. MISCELLANEOUS PROVISIONS

This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken and the remaining portions enforced.

All provisions of State Law applicable to the County and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.

In the event this Contract is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filing and recordation.

XVII. TERMINATION

Termination of Agreement. The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this Contract by giving written notice to the Lake

County Surveyor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and date first above written.

LAKE COUNTY DRAINAGE BOARD

GERRY SCHEUB, CHAIRMAN

D.H.

KYLE W. ALLEN, SR., MEMBER

K.B.

MICHAEL C. REPAY, MEMBER

LAKE COUNTY SURVEYOR

WILLIAM EMERSON, JR.

CONTRACTOR

R.A. OROS, INC.

8244 GREENWOOD AVENUE

MUNSTER, INDIANA 46321
CITY, STATE, ZIP CODE

(219) 838-4942/(219) 712-9532
PHONE NUMBER

EMIL POPPA, PRESIDENT

EMAIL

ATTEST:
MARY ELLEN KUPSIK, SECRETARY,
LAKE COUNTY DRAINAGE BOARD

Contract prepared by: Clifford E. Duggan, Jr., Legal Advisor, Lake County Surveyor's Office, Lake County, IN

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

"SCHEDULE OF PAYMENTS"

CONTRACT #2016-LC-9

PROJECT NAME: Turkey Creek Lateral 6 Maintenance Georgia to I-65 – Hobart/Calumet Townships

1.	Year 2016	$ 51,740.17
2.	Year 2017	$ 81,410.33
	TOTAL:	$133,150.50

SUPPLEMENTAL BID PROPOSAL FORM (TO BE ATTACHED AND MADE PART OF FORM 96)

PROJECT: TURKEY CREEK LATERAL 6 – GEORGIA TO I-65– 2016

The undersigned, having familiarized himself/herself/themselves with local contract documents, comprised of the following:

1. Project documents for the project known as TURKEY CREEK LATERAL 6, GEORGIA TO I-65 – 2016, Little Calumet River Watershed, Lake County, In.

The undersigned has carefully inspected the site of the proposed work and can perform the various items of work for the unit prices/lump sums stipulated. All prices listed include any incidental work that may be necessary to complete the project in accordance with the provisions of the plans and specifications, as may be amended.

Item No.	Description And Calculation	Unit	Quantity	Unit Price	Total
1	**Log Jam Removal (Clearing and Snagging)** STA 0+00 to 37+00 = 3,700 LFT	LFT	3,700	15.00	55,500.00
2	**Channel Bottom Dipping (Sediment Removal) -** STA 0+00 to 37+00 = 3,700 LFT (3,700)(2' avg.)(20' avg.) = 148,000cf / 27 = 5,481 CY	CY	5,481	2.50	13,702.50
3	**Erosion Control Blanket (Common)** ***Spoil Piles*** STA 0+00 to 37+00 = 3,700 LFT (3,700)(13) = 48,100 sf / 9 = 5,344 SY	SY	5,344	4.50	24,048.00
4	**Mulched Seeding *(stabilizing matrix species mix)*** ***Spoil Piles*** STA 0+00 to 37+00 = 3,700 LFT (3,700)(13) = 48,100 sf / 43,560 = 1.1 AC	AC	1.1	2500.00	2,750.00
5	**Silt Fence** STA 0+00 to 37+00 = 3,700 LFT	LFT	3,700	2.50	9,250.00
6	**Matting** STA 30+80 to 37+00 = 620 LFT	LFT	620	45.00	27,900.00

SUPPLEMENTAL BID PROPOSAL FORM (TO BE ATTACHED AND MADE PART OF FORM 96)

PROJECT: TURKEY CREEK LATERAL 6 – GEORGIA TO I-65– 2016

Item No.	Description And Calculation	Unit	Quantity	Unit Price	Total
Total Bid Price					$ 133,150.50

11-A-3
12-21-16

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 14, 2016

Lake County Surveyor's Office
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

Attention: Bill Emerson, Jr. – Lake County Surveyor

Subject: Turkey Creek Lateral 6 - 2016 (Georgia to I-65) – Bid Review
(CBBEL Project No. 930169.00062)

Dear Mr. Emerson:

Christopher B. Burke Engineering, LLC (CBBEL) received the bid proposal forms provided by the Lake County Surveyors Office (LCSO) for the Turkey Creek Lateral 6 - 2016 Maintenance Improvements project opened on November 16, 2016. As requested, the bid submittals were reviewed to make a recommendation.

CBBEL has performed the review of the bid submittals and makes a recommendation based solely on unit and total bid prices for R. A. Oros, Inc. as the awarded Contractor for the Turkey Creek Lateral 6 - 2016 Ditch Maintenance Improvements. Based on unit prices, CBBEL's engineers' estimate was $302,846.00 while the R. A. Oros, Inc. bid was $133,150.50. In comparing the engineer's estimate to the R. A. Oros bid, the largest difference in cost was for the Channel Bottom Dipping (Sediment Removal) line item. The R. A. Oros, Inc. price of $2.50 per cubic yard is in line with other bid submittal Unit Costs for Channel Bottom Dipping: $10/CY from Austgen and $6/CY from Delta III. We believe the Contractor has a firm understanding of what is required to complete this project to the plans and specifications provided.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Donald C. Oliphant, PE, CFM, CPESC
Senior Water Resources Engineer

CC: Dan Gossman, Drainage Administrator – LCSO
Mary Ellen Kupsik – LCSO

Encl. Bid Tab

Turkey Creek Lateral 6 - 2016 (Georgia to I-65) Bid Revw 121416

LAKE COUNTY DRAINAGE BOARD
LAKE COUNTY SURVEYOR'S OFFICE
2016 TURKEY CREEK LATERAL 6 MAINTENANCE (Georgia to I-65)
Bids Opened on 11/16/16

Note: Engineer's Estimate data based on Unit Price Cost Estimates used in the Cady Marsh 2016 (Colfax to Ross) Project

Project Quantity Estimate				Engineer's Estimate		R.A. OROS		AUSTGEN EQUIPMENT		GARIUP CONSTRUCTION		DELTA III	
Item	Description	Unit	Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	LOG JAM REMOVAL (CLEARING & SNAGGING)	LFT	3,700	$ 30.00	$ 111,000.00	$ 15.00	$ 55,500.00	$ 22.40	$ 82,880.00	$ 20.00	$ 74,000.00	$ 9.00	$ 33,300.00
2	CHANNEL BOTTOM DIPPING (SEDIMENT REMOVAL)	CY	5,481	$ 22.00	$ 120,582.00	$ 2.50	$ 13,702.50	$ 10.00	$ 54,810.00	$ 30.00	$ 164,430.00	$ 6.00	$ 32,886.00
3	EROSION CONTROL BLANKET (COMMON)	SY	5,344	$ 6.00	$ 32,064.00	$ 4.50	$ 24,048.00	$ 3.00	$ 16,032.00	$ 16.00	$ 85,504.00	$ 8.00	$ 42,752.00
4	MULCHED SEEDING	AC	1.10	$ 3,000.00	$ 3,300.00	$ 2,500.00	$ 2,750.00	$ 2,980.00	$ 3,278.00	$ 16,410.00	$ 18,051.00	$ 3,500.00	$ 3,850.00
5	SILT FENCE	LFT	3,700.00	$ 3.00	$ 11,100.00	$ 2.50	$ 9,250.00	$ 2.80	$ 10,360.00	$ 2.50	$ 9,250.00	$ 3.00	$ 11,100.00
6	TEMPORARY WETLAND CROSSING (DRAG LINE MAT)	LFT	620	$ 40.00	$ 24,800.00	$ 45.00	$ 27,900.00	$ 56.00	$ 34,720.00	$ 185.00	$ 114,700.00	$ 80.65	$ 50,003.00
BID TOTALS:					$ 302,846.00		$ 133,150.50		$ 202,080.00		$ 465,935.00		$ 173,891.00

11-A-4
12-21-16

CONTRACT NO. 2016-LC-10

Project: **TURKEY CREEK LATERAL NO. 6** (Annual Maintenance for 2017)

Contract Amount: **$15,000.00**

This Agreement is made and entered into this 21st day of DECEMBER, 2016 by and between R.A. OROS, INC. a(n) INDIANA Corporation hereinafter referred to as the "Contractor" and the Lake County Drainage Board on behalf of the Lake County Surveyor, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the Contractor do hereby mutually agree as follows:

I. Term of Contract

The term of this contract commences on the date of execution hereof and terminates upon completion and acceptance of the subject drainage project in accordance with law.

II. Required Statutory Provisions

a. The Contractor shall perform the work covered by this contract under the supervision of the Lake County Surveyor.

b. The Contractor shall perform the work on TURKEY CREEK LATERAL NO. 6 (Annual Maintenance for 2017) in accordance with the specifications and addends for this project which were adopted as a part of this contract as Attachment A, and also subject to receipt of any permits not yet approved and any monies to be received from contributing municipalities.

c. No claim for payment under this contract shall be approved by the Board where required by law until the work has been approved by the Lake County Surveyor.

d. The work required by this contract shall be completed within 180 days from the notice to proceed.

III. Payment of Service

a. For the services rendered by the Contractor, the Board shall pay to the Contractor the sum of FIFTEEN THOUSAND DOLLARS AND 00/100THS ($15,000.00) in accordance with the attached Supplemental Bid Proposal form signed by the Contractor for this Project, provided that the Board has acquired all necessary permits for the various proposed items of the work, payable as follows:

(1) The Board shall pay a total of up to $15,000.00 for work performed during 2017, subject to the Lake County Council's approval of funding.

(2) The Contractor hereby agrees to hold constant all unit prices presented in his bid until the work is completed. However, should there be a verifiable and documented increase in Contractor's cost for materials and/or supplies required to complete the work which is beyond the Contractor's control, and this increase is greater than 10%, the Board and the Contractor shall negotiate a fair and reasonable increase in the contract amount. *Note: Materials contemplated by this section include such materials as stone, seed, erosion protection materials and fuel. Labor cost increases are not eligible for a negotiated increase in the contract amount.*

b. No payment under paragraph (a) above shall be made until:

(1) The Lake County Surveyor has filed with the Board a written report approving the work performed by Contractor as required under this contract.

(2) The Contractor shall have filed with the Board a waiver of lien and verified statement that all expenses incurred for labor, material, and suppliers have been paid in full.

c. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.

d. Approval of payment claims shall be made at a regular Board Meeting. However, if the Contractor files waivers of lien form all subcontractors, suppliers and laborers of this project, the 15% retainage may be paid along with the final payment under this contract.

e. Fifteen percent (15%) of the contract price shall be withheld by the Board for a period of 60 days after completion of the work and its acceptance by the Lake County Surveyor for the purpose of securing payment of suppliers, laborers, and subcontractors, if any.

IV. Remedies Upon Default

If either party of this Agreement shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default

complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Agreement or to collect damages in a court of competent jurisdiction.

V. Source of Funds

The sources of funds for payment under this contract is the Lake County Board of the County of Lake on behalf of the approved budget for this specific project, and more specifically the line item therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enunciated herein. The sources are restricted to those funds which have been appropriated for this purpose by the Lake County Council as applicable and approved by the State Board of Tax Commissioners.

VI. Equal Opportunity and Affirmative Action

The Contractor agrees by the execution of this contract that in regards to its operations:

a. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation or be denied the benefits thereof, or be subject to discrimination.

b. The principals of equal opportunity in employment and delivery of services are applicable and the contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

c. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable, are incorporated by reference as part of this Agreement.

d. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Agreement.

e. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Agreement may be regarded as a material breach of the Agreement.

f. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between Contractor and any organization, corporation, subcontractor or

other legal entity that benefits from the funds paid to contractor by this Agreement.

VII. Miscellaneous Provisions

a. This Agreement represents the entire understanding between the parties, and modifications of this Agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this Agreement are found to be void or voidable portions, these portions shall be stricken and the remaining portions enforced.

b. Contractor may not subcontract any part of the work covered herein without the prior written consent of the Board.

c. All provisions of State Law applicable to a county Board of Commissioners are incorporated by reference as a part of this contract.

ALL OF WHICH is understood and agreed to the date first written above.

VIII. Scope of Work

The scope of work shall be defined as outlined in Attachment A and Attachment B as hereto be described in paragraph II b, which is tabulated by the Lake County Surveyor's Office.

LAKE COUNTY DRAINAGE BOARD
OF THE COUNTY OF LAKE

Gerry J. Scheub, Chairman

Michael C. Repay, Member

Kyle Allen, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik
Mary Ellen Kupsik
Lake County Drainage Board

R. A. OROS, INC..

By: _____
Authorized Officer

R. A. OROS, INC.
Printed Name

8244 Greenwood Avenue
Munster, IN 46321
Address

219-838-4942
Phone Number

ATTACHMENT B

UNIT (HOURLY) RATE $ 350.00

THIS PROPOSAL SUBMITTED THIS 15 DAY OF November, 2016.

CORPORATE NAME: R.A. Bros Inc

ADDRESS: 8244 Greenwood Ave
Munster IN 46321

BY: Emil L. Poppa
Printed Name

Signature

TITLE: President

PHONE: 219 838 4942

EMAIL: elpop@comcast.net

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr.
County Surveyor

SPECIFICATIONS FOR

TURKEY CREEK LATERAL NO. 6 ANNUAL MAINTENANCE FOR 2016 & 2017

LAKE COUNTY DRAINAGE BOARD

Gerry Scheub, Chairman
Michael C. Repay, Member
Kyle W. Allen Sr., Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

TURKEY CREEK LATERAL NO. 6 – ANNUAL MAINTENANCE FOR 2016 AND 2017

TECHNICAL SPECIFICATIONS

A. GENERAL

1. The Contractor is to remove all overgrowth to eliminate future brush growth on both side slopes. Overgrowth is to be removed by means of mowing (brush hog) or other approved manner as approved by the Lake County Surveyor's Office.
   - Location No. 1 – The width is approximately 75 feet and the length is approximately 150 feet;
   - Location No. 2 – The width is approximately 75 feet and the length is approximately 200 feet;

2. The culvert under the railroad is to be cleared so a normal flow is established and no blockages remain.

3. All work described for this project is to be performed in a manner so as not to adversely affect adjoining land and adjacent property owners along the ditch.

4. In areas where erosion may occur, native materials shall be applied, compacted, fertilized and seeded.

5. In areas of severe erosion, revetment riprap stone (or approved equal) shall be placed.

6. In areas devoid of vegetative growth, grass seed shall be applied.

7. Any trees, snags, etc. in the ditch shall be removed and disposed of in an approved manner.

8. Remove excess sediment/sandbars.

The undersigned contractor has carefully inspected the site of the proposed work, and can perform the various items of work stipulated in the above technical specifications. The contract price includes any incidental work that may be necessary to complete the project in accordance with the above technical specifications and provisions. The price for this work shall be computed based on a unit (hourly) rate which includes the cost of all labor, equipment and materials. The unit (hourly) rate shall not exceed a total amount of $15,000.00 payable for 2016 & 2017.

R.A. Orus Inc.
Contractor Name

Emil L. Popp
Authorized Representative

6244 Greenwood Ave
Address

Munster
City

IN
State

46321
Zip

APPROVED THIS 19 DAY OF OCTOBER, 2016

LAKE COUNTY SURVEYOR

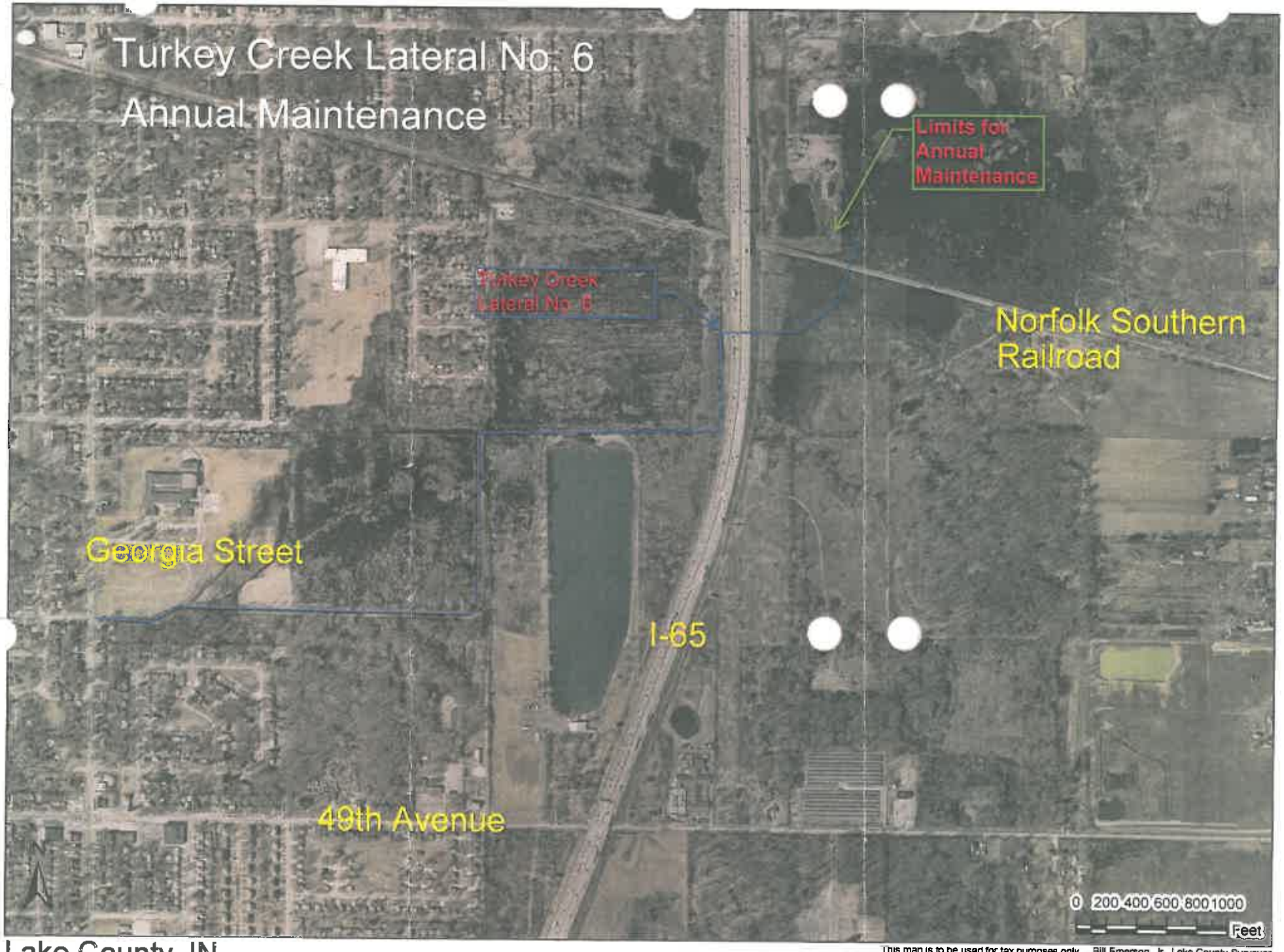
Bill Emerson, Jr.

LAKE COUNTY DRAINAGE BOARD

Gerry Scheub, Chairman

Michael C. R[illegible]y, Member

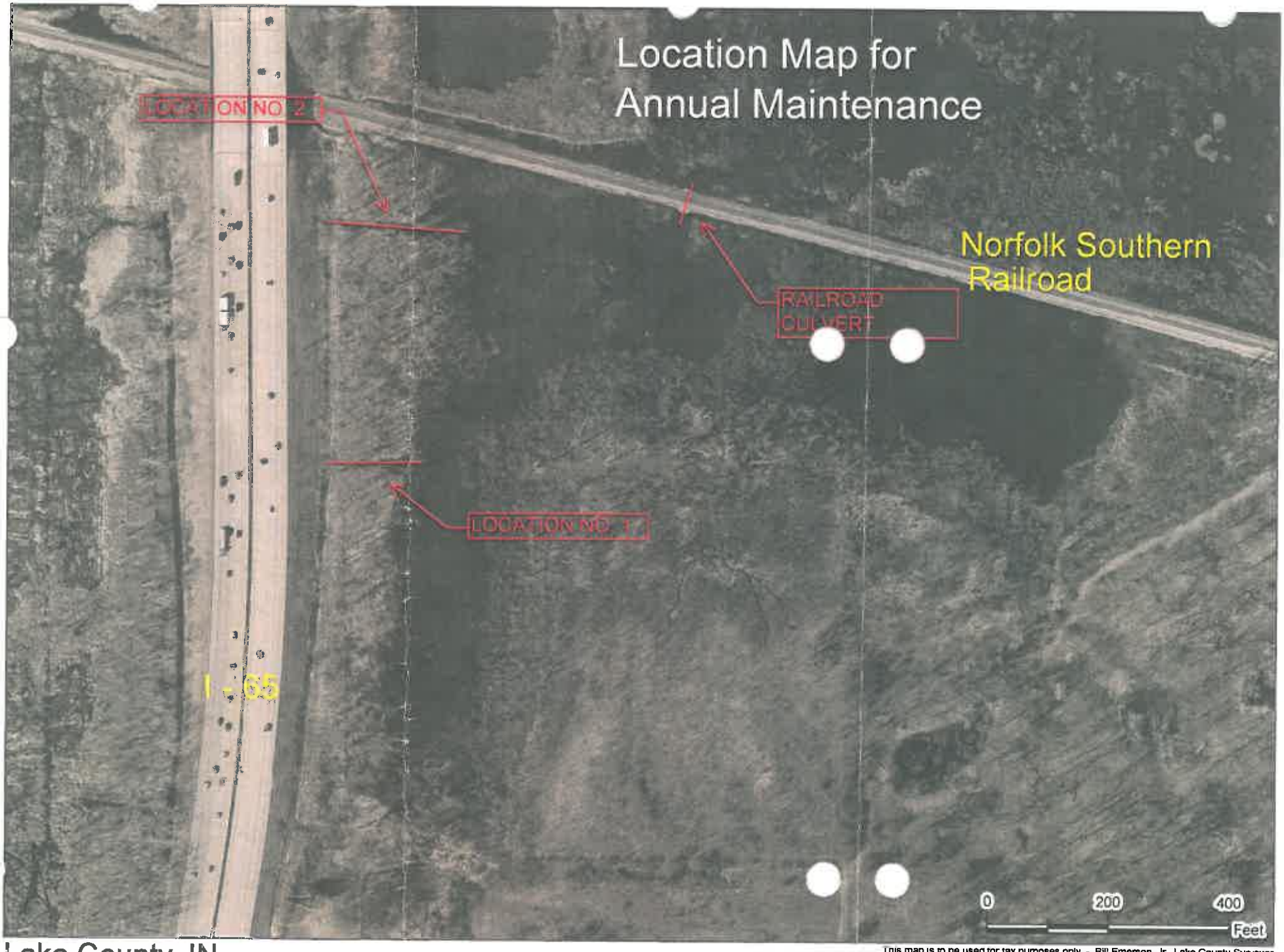
Kyle W. Allen Sr., Member



Lake County, IN

Date Printed: October 20, 2016

This map is to be used for tax purposes only. - Bill Emerson, Jr., Lake County Surveyor



Lake County, IN

Date Printed: October 20, 2016

This map is to be used for tax purposes only. - Bill Emerson, Jr., Lake County Surveyor

11-A-5
12-21-16

CONTRACT NO. 2017-LC-1

EMERGENCY BEAVER RELOCATION
(Wildlife Population Control Specialist)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **21ST** DAY OF **DECEMBER, 2016** BY AND BETWEEN BOB JENSEN LOCATED AT LAKE COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "CONTRACTOR" AND THE LAKE COUNTY DRAINAGE BOARD, HEREINAFTER REFERRED TO AS THE "BOARD".

I. TERM OF CONTRACT
THE TERM OF THIS CONTRACT COMMENCES ON JANUARY 1, 2017 AND TERMINATES DECEMBER 31, 2017.

II. DESCRIPTION OF WORK

A) WORK SHALL CONSIST OF REMOVAL OF ALL BEAVERS FROM THE AREA DESCRIBED IN PARAGRAPH III HEREIN, AS NECESSARY, TO PREVENT OBSTRUCTION AND/OR DAMAGE TO THE REGULATED DRAIN, ALL AS DETERMINED BY THE LAKE COUNTY SURVEYOR'S OFFICE.

B) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS, AS REQUIRED BY ALL LOCAL, STATE AND FEDERAL AGENCIES, TO ALLOW PERFORMANCE OF THE ABOVE DESCRIBED WORK.

III. LOCATION OF WORK
ALL WORK SHALL BE PERFORMED ON REGULATED DRAINS LOCATED IN LITTLE CALUMET RIVER WATERSHED, AS SHOWN ON THE ATTACHED MAP AND LOCATION AND AS FURTHER DESCRIBED IN PARAGRAPH II.

IV. FUNDS
THE AMOUNT OF THE CONTRACT SHALL BE A SUM IN THE AMOUNT OF TWO HUNDRED DOLLARS AND OO/100THS ($200.00) PER EMERGENCY BEAVER RELOCATION OCCURRENCE.

LAKE COUNTY DRAINAGE BOARD
OF THE COUNTY OF LAKE

Gerry J. Scheub, Chairman

Kyle W. Allen, Sr., Member

Michael C. Repay, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik, Secretary
Lake County Drainage Board

WILDLIFE CONTROL SPECIALIST

By: _____
Authorized Officer

Bob Jensen
Printed Name

16709 Holz Road
Lowell, IN 46356
Address

219-696-1725
Phone Number

Contract prepared by: Cliff Duggan, Legal Advisor, Lake County Drainage Board, Lake County Indiana

11-A-6
12-21-16

CONTRACT NO. 2017-LC-2

EMERGENCY BEAVER RELOCATION
(Wildlife Population Control Specialist)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **21ST** DAY OF **DECEMBER, 2016** BY AND BETWEEN TOM LARSON LOCATED AT LAKE COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "CONTRACTOR" AND THE LAKE COUNTY DRAINAGE BOARD, HEREINAFTER REFERRED TO AS THE "BOARD".

I. **TERM OF CONTRACT**
THE TERM OF THIS CONTRACT COMMENCES ON JANUARY 1, 2017 AND TERMINATES DECEMBER 31, 2017.

II. **DESCRIPTION OF WORK**
A) WORK SHALL CONSIST OF REMOVAL OF ALL BEAVERS FROM THE AREA DESCRIBED IN PARAGRAPH III HEREIN, AS NECESSARY, TO PREVENT OBSTRUCTION AND/OR DAMAGE TO THE REGULATED DRAIN, ALL AS DETERMINED BY THE LAKE COUNTY SURVEYOR'S OFFICE.
B) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS, AS REQUIRED BY ALL LOCAL, STATE AND FEDERAL AGENCIES, TO ALLOW PERFORMANCE OF THE ABOVE DESCRIBED WORK.

III. **LOCATION OF WORK**
ALL WORK SHALL BE PERFORMED ON REGULATED DRAINS LOCATED IN LITTLE CALUMET RIVER WATERSHED, AS SHOWN ON THE ATTACHED MAP AND LOCATION AND AS FURTHER DESCRIBED IN PARAGRAPH II.

IV. **FUNDS**
THE AMOUNT OF THE CONTRACT SHALL BE A SUM IN THE AMOUNT OF TWO HUNDRED DOLLARS AND OO/100THS ($200.00) PER EMERGENCY BEAVER RELOCATION OCCURRENCE.

LAKE COUNTY DRAINAGE BOARD
OF THE COUNTY OF LAKE

Gerry J. Scheub, Chairman

D.H.
Kyle W. Allen, Sr., Member

Michael C. Repay, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik, Secretary
Lake County Drainage Board

WILDLIFE CONTROL SPECIALIST

By: _____
Authorized Officer

Tom Larson
Printed Name

Animal Damage Control
P.O. Box 256, 810 Bayou Road
Shelby, IN 46377
Address

219-552-0131
Phone Number

Contract prepared by: Cliff Duggan, Legal Advisor, Lake County Drainage Board, Lake County Indiana

11-A-7
12-21-16

CONTRACT# 2017-ENG-LC-1

PROJECT NAME: NORTH WATERSHED (LITTLE CALUMET ENGINEERING)

This CONTRACT made and entered into this 21ST day of DECEMBER, 2016, by and between LAKE COUNTY DRAINAGE BOARD, hereinafter referred to as the ("BOARD"), and CHRISTOPHER B. BURKE ENGINEERING, LTD, an Illinois for Profit Corporation, hereinafter referred to as the "CONSULTANT".

Now, therefore, for and in consideration of the promises and covenants herein, the parties mutually agree as follows:

I. ITEM

The term of the Contract is from JANUARY 1, 2017 to DECEMBER 31, 2017.

II. SCOPE OF SERVICES

A. The CONSULTANT shall execute the following forms and have filed with the LAKE COUNTY SURVEYOR: Non-Collusion Affidavit, Affirmative Action Affidavit, and Affidavit showing the Corporation is licensed to do business in Indiana and is in good standing.

Consulting services shall include, but not limited to:

1. Preparation of Plans and Specifications for submission to and approval by appropriate State and Federal Agencies.
2. General Construction supervision; detailed onsite inspection shall fall under paragraph VII of this document.
3. Prepare Corps of Engineers and Indiana Department of Natural Resources Permit Applications, the CONSULTANT shall be available to meet with appropriate State and Federal Agencies as necessary to obtain these Permits.
4. Reviewing and making recommendations of Bids, Contract Award, construction payments, and all applications for work activity located in a regulated drain or easement thereof.
5. Attending Drainage Board and Advisory Committee Meetings, as necessary.

6. Providing technical engineering information to the Lake County Drainage Board Attorney as an aid to the interpretation and clarification of the Project Documents.
7. Consulting, advising and assisting the Lake County Surveyor's Office and the Lake County Drainage Board Attorney in the preparation of routine Contract Modifications, as required.
8. On-Call inspections.
9. The CONSULTANT will not be responsible for:
   a. Environmental assessments;
   b. Spoil/sediment samplings, and
   c. Boring and compaction testing.

III. RESPONSIBILITY OF THE DRAINAGE BOARD

A. Furnish to the CONSULTANT all available maps, plans, reports and other similar data relative of the Project.

B. Provide all necessary coordination for the conduct of all meetings required by the project including, but not limited to, acquisition of meeting facilities, advertisement of meetings, distribution of meeting material, legal recording services, and other related meeting requirements.

C. Provide access to and make provisions for the CONSULTANT to enter upon public and private lands, as required for the CONSULTANT to perform its work under this Agreement, pursuant to Indiana Statute.

IV. COMPENSATION AND PAYMENTS

A. The BOARD shall pay CONSULTANT for the fees as described in Exhibit "A" of this Contract.

B. The compensation described herein shall be for the engineering services outlined in Section II, "Scope of Services" in the Contract.

C. The billing for the compensation shall be on an hourly basis consistent with the attached Exhibit "A". Said billing shall include the following detailed information on billing/invoices:
   1. Indicate date of service.
   2. Specify activities in detail to include with whom the party met and what work was done.

3. Indicate the time period of the day during which the work was performed (i.e., 10:15 p.m to 11:35 p.m).
4. Quantify this by tenths of hours (.10= 6 minutes)

D. Payment and performance obligations undertaken by this Agreement are subject to the appropriation and availability of funds and in this regard this Agreement may be terminated, in whole or in part, when the Drainage Board makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Engineer as soon as the Drainage Board is aware of such a situation. However, the Drainage Board will make good faith efforts to provide funding for this Agreement, and if such funding is available and appropriated, the Drainage Board shall fulfill its financial obligation, subject to all terms and conditions herein.

E. Billing for the services rendered under this Contract shall be in the form and manner prescribed by the State of Indiana, State Board of Accounts and the LAKE COUNTY DRAINAGE BOARD. The CONSULTANT will, consistent with these provisions, tender the necessary verified forms on a periodic basis.

F. The CONSULTANT shall receive payment as follows:
1. The CONSULTANT shall receive periodic payments after submission of the requisite payment forms on a periodic basis.

G. The source of funds for payment under this Contract is the LAKE COUNTY DRAINAGE BOARD approved budget for the applicable projects and all other applicable and appropriate funds for the payment of these services. By execution of this Contract the County is not agreeing to use funds other than those listed above for the purposes enunciated herein.

V. EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION

The CONSULTANT agrees by the execution of this Contract that in regard to his operations:

A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.

B. The principles of equal opportunity in employment and delivery of services apply, and the CONSULTANT commits to a policy and practice of nondiscrimination and affirmative action based upon age, military services, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this Contract.

D. The provisions of all Federal Civil Rights Laws and the Indiana Civil Rights Law, as applicable, and incorporated by reference as part of this Contract.

E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of this Contract may be regarded as a material breach of the Contract.

VI. MODIFICATIONS TO AGREEMENT

If services significantly differ from those in the scope of this Agreement are required of the CONSULTANT as a result of subsequent investigation, or upon the direction of the BOARD, the CONSULTANT reserves the right to renegotiate this Agreement. The additional services and compensation shall be negotiated and the CONSULTANT shall not proceed with the additional services until approved by the BOARD. Should no Agreement be reached with the CONSULTANT and the BOARD within 30 days, the BOARD shall reserve the right to proceed with statutory selection, pursuant to Indiana Code.

VII. ADDITIONAL SERVICES

In the event that any additional services are required of the CONSULTANT that are over and above those described in this Agreement and Attachments hereto, the services shall not be performed without express prior written Agreement between the BOARD and the CONSULTANT. The scope of additional services and fees to be charged shall be specified in any such written authorization.

VIII. REMEDIES UPON DEFAULT

If either party of this Agreement shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the

default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Agreement or to collect damages in a Court of competent jurisdiction.

IX. MISCELLANEOUS PROVISIONS

This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by all parties. In the event any portion or portions of this contract are found to be void or voidable by the court of competent jurisdiction, this Contract shall not become void in its entirety. Rather, the void or voidable portions shall be stricken and the remaining portions enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and date first above written.

LAKE COUNTY DRAINAGE BOARD

BY: _____
GERRY SCHEUB, CHAIRMAN

_____ D.H.
ROOSEVELT ALLEN, JR., MEMBER

_____
MICHAEL C. REPAY, MEMBER

CHRISTOPHER B. BURKE ENGINEERING

BY: _____
THOMAS F. BURKE, JR.

9575 West Higgins Road, Suite 600
ADDRESS

Rosemont, Illinois 60018
CITY, STATE, ZIP CODE

(847) 823-0500
PHONE NUMBER

LAKE COUNTY SURVEYOR

_____
WILLIAM EMERSON, JR.

ATTEST: _____
MARY ELLEN KUPSIK, SECRETARY,
LAKE COUNTY DRAINAGE BOARD

Contract prepared by: Clifford Duggan, Jr., Legal Advisor, Lake County Drainage Board, Lake County, Indiana

11-A-7
12-21-16

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 08, 2016

Lake County Surveyor's Office
2293 North Main Street
Crown Point, Indiana 46307

Attention: Bill Emerson, Jr.
Lake County Surveyor

Subject: **Professional Services Proposal for Engineering Services Related to the North Watershed (Little Calumet Engineering)**

Dear Mr. Emerson:

Christopher B. Burke Engineering, LLC (CBBEL) has prepared this proposal for providing 2017 as-needed support to the Lake County Surveyor's Office (LCSO) for the North Watershed (Little Calumet Watershed).

CBBEL shall provide the following services when requested by the LCSO:

1. Preparation of Plans and Specifications for submission to and approval by appropriate State and Federal Agencies.
2. Prepare Corps of Engineers and Indiana Department of Natural Resources Permit Applications, and be available to meet with appropriate State and Federal Agencies as necessary to obtain these Permits.
3. Reviewing and making recommendations of Bids, Contract Award, construction payments, and all applications for work activity located in a regulated drain or easement thereof.
4. Attending Drainage Board and Advisory Committee Meetings, as necessary.
5. Providing technical engineering information to the Lake County Drainage Board Attorney as an aid to the interpretation and clarification of the Project Documents.
6. Consulting, advising and assisting the Lake County Surveyor's Office and the Lake County Drainage Board Attorney in the preparation of routine Contract Modifications, as required.
7. On-Call construction inspections are additional services and are provided as reflected in Attachment 1.

8. CBBEL will not be responsible for:
    a. Environmental assessments;
    b. Spoil/sediment samplings, and
    c. Boring and compaction testing.

We will provide these services on a Time and Material (T&M) basis, as shown on the attached Standard Charges. We understand the budget for the North Watershed Engineering Services is $61,324.00. A statement will be sent to you every month based on the number of hours of staff involvement and direct expenses incurred in that month broken down by job and task.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our Notice to Proceed. The executed proposal, the attached standard charges for professional services and the attached General Terms and Conditions constitute the whole of our agreement. Any modification to any part of this Agreement without prior acknowledgement and consent by CBBEL will make null and void this Agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me at (847) 823-0500 if you have any questions.

Sincerely,

Thomas T. Burke, Jr., PhD, PE
Vice President
Head, Water Resources Department

THIS PROPOSAL, STANDARD CHARGES, AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY LAKE COUNTY SURVEYOR'S OFFICE:

Signature: _____

Name (Printed): William Emerson Jr

Title: Lake County Surveyor

Date: 1/4/17

Enclosures: Standard Charges
General Terms and Conditions

cc: Dan Gossman – Drainage Administrator
Mary Ellen Kupsik – Drainage Board Secretary

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ATTACHMENT 1

Christopher B. Burke Engineering, LLC

One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 08, 2016

Lake County Surveyor's Office
2293 North Main Street
Crown Point, Indiana 46307

Attention: Bill Emerson, Jr.
Lake County Surveyor

Subject: **Professional Services Proposal for On-call Construction Inspections**

Dear Mr. Emerson:

Christopher B. Burke Engineering, LLC (CBBEL) has prepared this proposal for providing 2017 as-needed support to the Lake County Surveyor's Office (LCSO) for ditch construction inspections. As CBBEL oversees the design of regulated drain projects in the North Watershed, as well as the review of applications, from time to time the LCSO staff request CBBEL to perform construction inspections. The construction inspections are not covered under our normal agreement with the Drainage Board. The construction inspections will be staffed from our Crown Point office. Because the frequency or number of visits cannot be predicted, we will provide these services on a Time and Material basis.

We propose a not-to-exceed fee of $15,000 for the on-call construction inspection services. If the amount of construction inspections requires us to exceed the $15,000 limit, we will not do so until we receive permission from your office. We will only charge for those hours specifically related to construction inspections. No fees in excess of the hours we spend on the construction inspections or related time will be charged. Our contract will be established in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

A statement will be sent to you every month based on the number of hours of staff involvement and direct expenses incurred in that month broken down by job and task. If, at any time, the County determines that it no longer requires the services of CBBEL, this contract will be considered completed. CBBEL would be entitled to reimbursement according only to the actual time and material it has incurred and would have no claims on any remaining unused budget set for this contract.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our Notice to Proceed. The executed proposal, the attached standard charges for professional services and the attached General Terms and Conditions constitute the whole of our Agreement. Any modification to any part of this Agreement without prior acknowledgement and consent by CBBEL will make null and void this Agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me at (847) 823-0500 if you have any questions.

Sincerely,

Thomas T. Burke, Jr., PhD, PE
Vice President
Head, Water Resources Department

THIS PROPOSAL, STANDARD CHARGES, AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY LAKE COUNTY SURVEYOR'S OFFICE:

Signature: _____

Name (Printed): William Emerson Jr

Title: Lake County Surveyor

Date: 1/4/17

Enclosures: Standard Charges
General Terms and Conditions

CC: Dan Gossman, Drainage Administrator
Mary Ellen Kupsik, Drainage Board Secretary

TTB\sll
N:\PROPOSALS\ADMIN\2016\LCSO_On-Call Construction Inspections_120816.docx

Christopher B. Burke Engineering, LLC

Standard Charges for Professional Services, January 2016

Personnel	($/Hr)
Engineer VI	216
Engineer V	190
Engineer IV	168
Engineer III	139
Engineer I/II	111
Resource Planner V	151
Resource Planner IV	139
Resource Planner III	125
Resource Planner I/II	105
Engineering Technician IV	145
Engineering Technician III	130
Engineering Technician I/II	105
CAD II	121
CAD I	107
GIS Specialist III	130
GIS Specialist I/II	95
Environmental Resource Specialist V	151
Environmental Resource Specialist IV	139
Environmental Resource Specialist III	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician	99
Administrative	69
Engineering Intern	60
Information Technician I/II	69

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage ..... Cost + 12%

**Charges include overhead and profit*

CHRISTOPHER B. BURKE ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against

all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the

Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are

not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this

clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules,

regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

11-B-1
12-21-16

CONTRACT NO. 2017-K-1

EMERGENCY BEAVER RELOCATION
(Wildlife Population Control Specialist)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **21ST** DAY OF **DECEMBER, 2016** BY AND BETWEEN BOB JENSEN LOCATED AT LAKE COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "CONTRACTOR" AND THE LAKE COUNTY DRAINAGE BOARD, HEREINAFTER REFERRED TO AS THE "BOARD".

I. **TERM OF CONTRACT**
THE TERM OF THIS CONTRACT COMMENCES ON JANUARY 1, 2017 AND TERMINATES DECEMBER 31, 2017.

II. **DESCRIPTION OF WORK**
A) WORK SHALL CONSIST OF REMOVAL OF ALL BEAVERS FROM THE AREA DESCRIBED IN PARAGRAPH III HEREIN, AS NECESSARY, TO PREVENT OBSTRUCTION AND/OR DAMAGE TO THE REGULATED DRAIN, ALL AS DETERMINED BY THE LAKE COUNTY SURVEYOR'S OFFICE.
B) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS, AS REQUIRED BY ALL LOCAL, STATE AND FEDERAL AGENCIES, TO ALLOW PERFORMANCE OF THE ABOVE DESCRIBED WORK.

III. **LOCATION OF WORK**
ALL WORK SHALL BE PERFORMED ON REGULATED DRAINS LOCATED IN LITTLE CALUMET RIVER WATERSHED, AS SHOWN ON THE ATTACHED MAP AND LOCATION AND AS FURTHER DESCRIBED IN PARAGRAPH II.

IV. **FUNDS**
THE AMOUNT OF THE CONTRACT SHALL BE A SUM IN THE AMOUNT OF TWO HUNDRED DOLLARS AND OO/100THS ($200.00) PER EMERGENCY BEAVER RELOCATION OCCURRENCE.

LAKE COUNTY DRAINAGE BOARD
OF THE COUNTY OF LAKE

Gerry J. Scheub, Chairman

D.H.
Kyle W. Allen, Sr., Member

K.B.
Michael C. Repay, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik
Mary Ellen Kupsik, Secretary
Lake County Drainage Board

WILDLIFE CONTROL SPECIALIST

By: _____
Authorized Officer

Bob Jensen
Printed Name

16709 Holz Road
Lowell, IN 46356
Address

219-696-1725
Phone Number

Contract prepared by: Cliff Duggan, Legal Advisor, Lake County Drainage Board, Lake County Indiana

CONTRACT NO. 2017-K-2

11-B-2
12-21-16

EMERGENCY BEAVER RELOCATION
(Wildlife Population Control Specialist)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **21ST** DAY OF **DECEMBER, 2016** BY AND BETWEEN BOB JENSEN LOCATED AT LAKE COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "CONTRACTOR" AND THE LAKE COUNTY DRAINAGE BOARD, HEREINAFTER REFERRED TO AS THE "BOARD".

I. **TERM OF CONTRACT**
THE TERM OF THIS CONTRACT COMMENCES ON JANUARY 1, 2017 AND TERMINATES DECEMBER 31, 2017.

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A) WORK SHALL CONSIST OF REMOVAL OF ALL BEAVERS FROM THE AREA DESCRIBED IN PARAGRAPH III HEREIN, AS NECESSARY, TO PREVENT OBSTRUCTION AND/OR DAMAGE TO THE REGULATED DRAIN, ALL AS DETERMINED BY THE LAKE COUNTY SURVEYOR'S OFFICE.
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III. **LOCATION OF WORK**
ALL WORK SHALL BE PERFORMED ON REGULATED DRAINS LOCATED IN LITTLE CALUMET RIVER WATERSHED, AS SHOWN ON THE ATTACHED MAP AND LOCATION AND AS FURTHER DESCRIBED IN PARAGRAPH II.

IV. **FUNDS**
THE AMOUNT OF THE CONTRACT SHALL BE A SUM IN THE AMOUNT OF TWO HUNDRED DOLLARS AND OO/100THS ($200.00) PER EMERGENCY BEAVER RELOCATION OCCURRENCE.

LAKE COUNTY DRAINAGE BOARD
OF THE COUNTY OF LAKE

Gerry J. Scheub, Chairman D.H.

Kyle W. Allen, Sr., Member

Michael C. Repay, Member

LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik, Secretary
Lake County Drainage Board

WILDLIFE CONTROL SPECIALIST

By: _____
Authorized Officer

TOM LARSON
Printed Name

ANIMAL DAMAGE CONTROL
P.O. BOX 256, 810 BAYOU ROAD
SHELBY, IN 46377
Address

219-552-0131
Phone Number

Contract prepared by: Cliff Duggan, Legal Advisor, Lake County Drainage Board, Lake County Indiana

11-B-3
12-21-16

CONTRACT# 2017-ENG-K-1

PROJECT NAME: SOUTH WATERSHED (KANKAKEE ENGINEERING)

This CONTRACT made and entered into this 21st day of DECEMBER, 2016, by and between LAKE COUNTY DRAINAGE BOARD, hereinafter referred to as the ("BOARD"), and AMERICAN STRUCTUREPOINT, INC., an Indiana for Profit Corporation, hereinafter referred to as the "CONSULTANT".

Now, therefore, for and in consideration of the promises and covenants herein, the parties mutually agree as follows:

I. ITEM

The term of the Contract is from JANUARY 1, 2017 to DECEMBER 31, 2017.

II. SCOPE OF SERVICES

A. The CONSULTANT shall execute the following forms and have filed with the LAKE COUNTY SURVEYOR: Non-Collusion Affidavit, Affirmative Action Affidavit, and Affidavit showing the Corporation is licensed to do business in Indiana and is in good standing.

Consulting services shall include, but not limited to:

1. Preparation of Plans and Specifications for submission to and approval by appropriate State and Federal Agencies.
2. General Construction supervision; detailed onsite inspection shall fall under paragraph VII of this document.
3. Prepare Corps of Engineers and Indiana Department of Natural Resources Permit Applications, the CONSULTANT shall be available to meet with appropriate State and Federal Agencies as necessary to obtain these Permits.
4. Reviewing and making recommendations of Bids, Contract Award, construction payments, and all applications for work activity located in a regulated drain or easement thereof.
5. Attending Drainage Board and Advisory Committee Meetings, as necessary.

6. Providing technical engineering information to the Lake County Drainage Board Attorney as an aid to the interpretation and clarification of the Project Documents.
7. Consulting, advising and assisting the Lake County Surveyor's Office and the Lake County Drainage Board Attorney in the preparation of routine Contract Modifications, as required.
8. On-Call inspections.
9. The CONSULTANT will not be responsible for:
    a. Environmental assessments;
    b. Spoil/sediment samplings, and
    c. Boring and compaction testing.

III. RESPONSIBILITY OF THE DRAINAGE BOARD

A. Furnish to the CONSULTANT all available maps, plans, reports and other similar data relative of the Project.

B. Provide all necessary coordination for the conduct of all meetings required by the project including, but not limited to, acquisition of meeting facilities, advertisement of meetings, distribution of meeting material, legal recording services, and other related meeting requirements.

C. Provide access to and make provisions for the CONSULTANT to enter upon public and private lands, as required for the CONSULTANT to perform its work under this Agreement, pursuant to Indiana Statute.

IV. COMPENSATION AND PAYMENTS

A. The BOARD shall pay CONSULTANT for the fees as described in Exhibit "A" of this Contract.

B. The compensation described herein shall be for the engineering services outlined in Section II, "Scope of Services" in the Contract.

C. The billing for the compensation shall be on an hourly basis consistent with the attached Exhibit "A". Said billing shall include the following detailed information on billing/invoices:
    1. Indicate date of service.
    2. Specify activities in detail to include with whom the party met and what work was done.

3. Indicate the time period of the day during which the work was performed (i.e., 10:15 p.m to 11:35 p.m).
4. Quantify this by tenths of hours (.10= 6 minutes)

D. Payment and performance obligations undertaken by this Agreement are subject to the appropriation and availability of funds and in this regard this Agreement may be terminated, in whole or in part, when the Drainage Board makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Engineer as soon as the Drainage Board is aware of such a situation. However, the Drainage Board will make good faith efforts to provide funding for this Agreement, and if such funding is available and appropriated, the Drainage Board shall fulfill its financial obligation, subject to all terms and conditions herein.

E. Billing for the services rendered under this Contract shall be in the form and manner prescribed by the State of Indiana, State Board of Accounts and the LAKE COUNTY DRAINAGE BOARD. The CONSULTANT will, consistent with these provisions, tender the necessary verified forms on a periodic basis.

F. The CONSULTANT shall receive payment as follows:
   1. The CONSULTANT shall receive periodic payments after submission of the requisite payment forms on a periodic basis.

G. The source of funds for payment under this Contract is the LAKE COUNTY DRAINAGE BOARD approved budget for the applicable projects and all other applicable and appropriate funds for the payment of these services. By execution of this Contract the County is not agreeing to use funds other than those listed above for the purposes enunciated herein.

V. EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION

The CONSULTANT agrees by the execution of this Contract that in regard to his operations:

A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.

B. The principles of equal opportunity in employment and delivery of services apply, and the CONSULTANT commits to a policy and practice of nondiscrimination and affirmative action based upon age, military services, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this Contract.

D. The provisions of all Federal Civil Rights Laws and the Indiana Civil Rights Law, as applicable, and incorporated by reference as part of this Contract.

E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of this Contract may be regarded as a material breach of the Contract.

VI. MODIFICATIONS TO AGREEMENT

If services significantly differ from those in the scope of this Agreement are required of the CONSULTANT as a result of subsequent investigation, or upon the direction of the BOARD, the CONSULTANT reserves the right to renegotiate this Agreement. The additional services and compensation shall be negotiated and the CONSULTANT shall not proceed with the additional services until approved by the BOARD. Should no Agreement be reached with the CONSULTANT and the BOARD within 30 days, the BOARD shall reserve the right to proceed with statutory selection, pursuant to Indiana Code.

VII. ADDITIONAL SERVICES

In the event that any additional services are required of the CONSULTANT that are over and above those described in this Agreement and Attachments hereto, the services shall not be performed without express prior written Agreement between the BOARD and the CONSULTANT. The scope of additional services and fees to be charged shall be specified in any such written authorization.

VIII. REMEDIES UPON DEFAULT

If either party of this Agreement shall be in default of any of the terms and conditions hereof, the party complaining of the default shall notify the defaulting party in writing of the

default complained of, and the defaulting party shall have ten (10) days from the date of receipt of said written notification in which to cure the default complained of therein. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Agreement or to collect damages in a Court of competent jurisdiction.

IX. MISCELLANEOUS PROVISIONS

This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by all parties. In the event any portion or portions of this contract are found to be void or voidable by the court of competent jurisdiction, this Contract shall not become void in its entirety. Rather, the void or voidable portions shall be stricken and the remaining portions enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and date first above written.

LAKE COUNTY DRAINAGE BOARD

BY: _____
GERRY SCHEUB, CHAIRMAN

_____ D.H.
KYLE W. ALLEN, SR., MEMBER

_____
MICHAEL C. REPAY, MEMBER

AMERICAN STRUCTUREPOINT, INC.

BY: _____

7260 Shadeland Station
ADDRESS

Indianapolis, IN 46256
CITY, STATE, ZIP CODE

(317) 547-5580
PHONE NUMBER

LAKE COUNTY SURVEYOR

_____
WILLIAM EMERSON, JR.

ATTEST: _____
MARY ELLEN KUPSIK, SECRETARY,
LAKE COUNTY DRAINAGE BOARD

Contract prepared by: Clifford Duggan, Jr., Legal Advisor, Lake County Drainage Board, Lake County, Indiana

AMERICAN
STRUCTUREPOINT
INC.

December 20, 2016

Mr. Bill Emerson, Jr.
Lake County Surveyor's Office
2293 North Main Street, Building A, Third Floor
Crown Point, Indiana 46307

Re: 2017 On-Call Consulting Engineering Services
Kankakee River Watershed
Lake County, Indiana
Project No.: 201401733

Dear Mr. Emerson:

American Structurepoint, Inc., is pleased to provide the following proposal for On-Call Engineering and Construction Inspection services in 2017 for the Kankakee River Watershed in Lake County, Indiana.

As outlined in contract #2017-ENG-K-1, the scope of services includes on-call consulting engineering services for the design of regulated drain projects in the Kankakee River Watershed and preparation of permitting documents. On an as-needed basis, the Lake County Surveyor will also request on-site inspection of construction projects and review of Drainage Board Applications. As outlined in the contract, our staff will attend the monthly Lake County Drainage Board meetings and other task-specific meetings.

All design, permitting, inspection and other project tasks, as outlined in contract #2017-ENG-K-1, will be managed by American Structurepoint staff from our Highland, Indiana, branch office, primarily Greg Lorig, PE.

Compensation for on-call consulting engineering and construction inspection services rendered will be hourly, not to exceed and invoiced monthly based on the hours expended on assigned tasks as outlined in contract #2017-ENG-K-1. The not-to-exceed fee amounts are as follows:

On-Call Consulting Engineering Services	$47,766
On-Call Construction Inspection Services	$15,000

Compensation for Drainage Board Application Reviews will be hourly and invoiced monthly based on the hours expended on assigned tasks as outlined in contract #2017-ENG-K-1.

We have attached our 2017 hourly billing rates, which will be used on monthly invoicing. A statement will be sent to you each month depicting the number of hours of staff involvement and direct expenses incurred in that month, broken down by the job and task.

7260 Shadeland Station, Indianapolis, Indiana 46256 TEL 317.547.5580 FAX 317.543.0270 www.structurepoint.com

Mr. Emerson, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon receipt of the fully executed contract.

If you have any questions, please feel free to contact me at (317) 547-5580 or Greg Lorig at (219) 923-9240 or by email at glorig@structurepoint.com.

Very truly yours,
American Structurepoint, Inc.

M. David Mohler II, PE
Vice President

MDM:mek

cc: John Kennedy (American Structurepoint)
Greg Lorig, PE (American Structurepoint)
Jeremy Schmitt, PE (American Structurepoint)

AMERICAN STRUCTUREPOINT, INC.

American Structurepoint, Inc., Standard Hourly Rates -

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	$225/hr
Senior Engineer	$195/hr
Project Manager	$180/hr
Project Engineer	$145/hr
Staff Engineer	$110/hr
Senior Technician	$120/hr
Senior Environmental Specialist	$155/hr
Environmental Specialist	$100/hr
Environmental Scientist	$70/hr
Senior Architect/Planner	$175/hr
Project Architect/Planner	$125/hr
Staff Architect/Planner	$100/hr
Register Land Surveyor	$140/hr
Survey Crew Mem	$80/hr
Resident Project Rep.	$125/hr
Construction Inspector	$90/hr
Senior IT Consultant	$160/hr
IT Consultant	$90/hr
Landscape Arch.	$135/hr
Interns/Co-ops	$60/hr

12-A
12-21-16

2017
DRAINAGE BOARD MEETING SCHEDULE

ADVISORY COMMITTEE MEETING AT 8:00 A.M.

DRAINAGE BOARD MEETING AT 9:00 A.M.

BOTH MEETINGS HELD IN THE COMMISSIONER'S COURTROOM

LAKE COUNTY GOVERNMENT CENTER – 2293 N. MAIN ST., CROWN POINT, IN.

WEDNESDAY, JANUARY 18, 2017

WEDNESDAY, FEBRUARY 15, 2017

WEDNESDAY, MARCH 15, 2017

WEDNESDAY, APRIL 19, 2017

WEDNESDAY, MAY 17, 2017

WEDNESDAY, JUNE 21, 2017

WEDNESDAY, JULY 19, 2017

WEDNESDAY, AUGUST 16, 2017

WEDNESDAY, SEPTEMBER 20, 2017

WEDNESDAY, OCTOBER 18, 2017

WEDNESDAY, NOVEMBER 15, 2017 BUDGET HEARINGS

WEDNESDAY, DECEMBER 20, 2017

APPROVED THIS **21st** DAY OF **DECEMBER, 2016**

BY: LAKE COUNTY DRAINAGE BOARD

Gerry J. Scheub, Chairman

Michael C. Repay, Member

D.H.

Kyle W. Allen, Sr., Member

BY: LAKE COUNTY SURVEYOR

Bill Emerson, Jr.

ATTEST: Mary Ellen Kupsik, Drainage Secretary

Merry Christmas & Happy New Year

From

Bill Emerson, Jr.
and the
Surveyor's Office Staff