

**INDIANA DEPARTMENT OF TRANSPORTATION
COUNTY BRIDGE INSPECTION CONTRACT
CONTRACT #000000000000000000099603**

Des. No.: 2300169

UEI#: P6SHCPGVH8B7

CFDA No.: 20.205

THIS CONTRACT ("Contract"), is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as ("INDOT"), and the **County of Lake**, Indiana, acting by and through the **Board of Commissioners of Lake County**, hereinafter referred to as the ("COUNTY") and collectively referred to as the PARTIES is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, through the cooperation of the COUNTY, INDOT, and the Federal Highway Administration (hereinafter referred to as "FHWA"), the following project has been approved by the FHWA, namely, the County-wide Bridge Inspection and Inventory Program for **Cycle Years 2026-2029** under **Des. No. 2300169**, which provides for the inspection of all bridges owned and/or maintained by the COUNTY (hereinafter the "Project"). A list of the bridges is attached as **Appendix A** and made an integral part of this Contract; and

WHEREAS, the COUNTY desires to participate in this project using federal-aid funds allocated and made available to INDOT; and

WHEREAS, INDOT is willing to delegate its responsibility under federal law (including 23 U.S.C. 144 and 23 C.F.R. Part 650) for inspection of bridges in **Lake County** to the COUNTY, subject to approval of the FHWA;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES hereto mutually covenant and agree as follows:

**ARTICLE I
SPECIFIC PROVISIONS**

- 1.1.** The Recitals above are hereby made an integral part and specifically incorporated into this Contract.
- 1.2.** The COUNTY will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by INDOT and FHWA relative to the project.
- 1.3.** The COUNTY may engage a competent and qualified contractor to perform the engineering for the COUNTY. The COUNTY's procedures for selection of contractors shall be in accordance with applicable FHWA requirements and INDOT guidelines. Furthermore, proposed contracts will be submitted for INDOT approval prior to execution.

- 1.4.** All work performed under this Contract will be subject to review and approval of INDOT and the FHWA. The COUNTY understands and agrees that if the COUNTY, or its contractor, fails to complete the work under this Contract in accordance with applicable state and federal laws, regulations, and guidance (including 23 U.S.C. §§144 and 302; 23 C.F.R. Part 650; and the National Bridge Inspection Standards), INDOT shall have the right and responsibility to cause such work to be performed again in accordance with the National Bridge Inspection Standards and to bill the COUNTY to recover costs of such work.

The COUNTY understands and agrees that if the COUNTY, or its contractor or subcontractor, fails to take the necessary steps to ensure timely inspection of the bridges listed in Appendix A pursuant to this Contract and in accordance with applicable state and federal laws, rules, and regulations, INDOT shall have the right to perform, or cause to be performed, such inspections to comply with the terms of this Contract. Regardless of the source of the delay for taking necessary steps to ensure timely inspection of the bridges listed in Appendix A, the COUNTY shall remain responsible to pay 20% of the Project costs, even if INDOT, or its contractor, performs the inspections. If INDOT, or its contractor, performs the inspections, the maximum federal share for eligible costs will be reduced by the cost of the inspections performed by INDOT or its contractor.

The COUNTY agrees that should the results of inspection work under this Contract indicate that the closure of any bridge or the placement of load or other use restrictions on any bridge is needed under the National Bridge Inspection Standards, the COUNTY shall promptly take all action necessary to affect such closure or post and enforce any load restrictions. Moreover, the COUNTY understands and agrees that INDOT has the authority and the responsibility under I.C. §8-23-2-6(a)(9) and federal law to order closure of or load restrictions on any COUNTY bridge found through inspection to be deficient, should the COUNTY fail to do so promptly, in order to ensure the safety of the traveling public on all bridges within the state.

- 1.5.** The COUNTY's share of the cost of engineering will be the total amount of the entire cost of the Project, less the amount contributed by the federal government through federal aid. The maximum federal share of eligible costs is **\$704,044.58**, equal to **80%** of the eligible Project costs. If for any reason INDOT is required to repay to the FHWA the sum, or sums, of federal funds paid to the COUNTY through INDOT under the terms of this Contract, then the COUNTY will repay INDOT such sum, or sums, upon receipt of a billing from INDOT. Billings to the COUNTY for repayment of any ineligible Project costs shall be due and payable thirty (30) days from date of billing by INDOT. If the COUNTY has not paid the full amount due within sixty (60) days past the due date, INDOT shall be authorized to proceed in accordance with I.C. §8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY's allocation of the Motor Vehicle Highway Account to INDOT's account. Payment for any and all costs incurred by the COUNTY which are not eligible for federal funding will be the sole obligation of the COUNTY.

- 1.6.** **Term.** The term for this Contract shall commence from the date this Contract is approved as to form and legality by the Office of the Attorney General until **July 31, 2030.**

- 1.7.** **Payments.** The COUNTY will receive payment of the federal contribution, through federal aid, for the eligible costs incurred under this Contract as follows:

- A. The COUNTY will submit one (1) invoice per month to **invoices@indot.in.gov** during the progress of the work, for payment on that portion of the work completed during the period in question.
- B. When submitting invoices for costs for work which was performed by a contractor, the COUNTY will certify by its responsible Officer and/or Engineer that those costs represented by the contractor represent work physically completed by the contractor. The

submission shall be accompanied by a copy of the contractor's invoice for work completed.

- C. Upon approval of invoices by INDOT, INDOT will request federal-aid funds from the FHWA for the amount of the subject invoice.
 - D. Upon receipt of federal-aid funds, INDOT will make payment to the COUNTY.
 - E. Prior to final payment pursuant to this Contract, a final audit of the COUNTY and contractor's records may be made by INDOT, and upon approval thereof by INDOT, then payment will be made in accordance with the procedure set out above. Obligation of federal-aid funds extends only to project costs incurred by the COUNTY after INDOT authorization to proceed with the Project.
 - F. If the LPA provides notice to INDOT that any purchase order can be closed for the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order goes inactive after nine (9) months, the federal funds shall be forfeited by the LPA.
- 1.8. Upon completion of the work described in this report, the COUNTY shall deliver or cause to be delivered one (1) hard copy of the final bridge inventory report to the Indiana State Library at the following address:

State Documents Coordinator
Indiana State Library
315 W. Ohio St.
Indianapolis, IN 46202

ARTICLE II GENERAL PROVISIONS

- 2.1. **Access to Records.** The COUNTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT and/or the FHWA. The COUNTY agrees that, upon request by any agency participating in federally-assisted programs with whom the COUNTY has contracted or seeks to contract, the COUNTY may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the COUNTY in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 2.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the COUNTY assigns to the State all right, title and interest in and to any claims the COUNTY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 2.3. **Audits.** The COUNTY acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the COUNTY to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the COUNTY shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract.

Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The COUNTY is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to I.C. §5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the COUNTY shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the COUNTY in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the COUNTY shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the COUNTY, and not of a parent, member, or subsidiary corporation of the COUNTY, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 2.4. **Authority to Bind COUNTY.** The signatory for the COUNTY represents that he/she has been duly authorized to execute this Contract on behalf of the COUNTY, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the COUNTY when his/her signature is affixed and accepted by the State.
- 2.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The COUNTY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the COUNTY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The COUNTY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 2.6. **Changes in Work.** The COUNTY shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

2.7. Compliance with Laws.

- A. The COUNTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or Federal statute, or the promulgation of rules or regulations thereunder, after execution of this Contract shall be reviewed by INDOT and the COUNTY to determine whether the provisions of this Contract require formal modification.
- B. The COUNTY acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- C. The COUNTY acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follow: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs to part or in total."
- D. The COUNTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. §4-2-6, *et seq.*, I.C. §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the COUNTY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in I.C. §4-2-6-1, has a financial interest in the Contract, the COUNTY shall ensure compliance with the disclosure requirements in I.C. §4-2-6-10.5 prior to the execution of this Contract.** If the COUNTY is not familiar with these ethical requirements, the COUNTY should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the COUNTY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under I.C. §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- E. The COUNTY warrants that the COUNTY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- F. As required by I.C. §5-22-3-7:
 - (1) The COUNTY and any principals of the COUNTY certify that:
 - (A) the COUNTY, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. I.C. §24-4.7 [Telephone Solicitation of Consumers];
 - ii. I.C. §24-5-12 [Telephone Solicitations]; or
 - iii. I.C. §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if I.C. §24-4.7 is preempted by federal law; and
 - (B) the COUNTY will not violate the terms of I.C. §24-4.7 for the duration of the Contract, even if I.C. §24-4.7 is preempted by federal law.

- (2) The COUNTY and any officials of the COUNTY certify that an affiliate or official of the COUNTY and any agent acting on behalf of the COUNTY or on behalf of an affiliate or official of the COUNTY except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of I.C. §24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of I.C. §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

2.8. Debarment and Suspension.

- A. The COUNTY certifies by entering into this Contract that neither it nor its principals nor any of its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the COUNTY.
- B. The COUNTY certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The COUNTY shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

2.9. Disadvantaged Business Enterprise Program. Notice is hereby given to the COUNTY or a COUNTY Contractor that failure to carry out the requirements set forth in 49 CFR Section 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the COUNTY and any contractors, vendors, or suppliers:

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

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

2.10. Disputes.

- A. Should any disputes arise with respect to this Contract, the COUNTY and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The COUNTY agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the COUNTY fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the COUNTY as a result of such failure to proceed shall be borne by the COUNTY.
- C. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the COUNTY of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the COUNTY to terminate this Contract, and the COUNTY may bring suit to collect these amounts without following the disputes procedure contained herein

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

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

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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.12. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the COUNTY swears or affirms under the penalties of perjury that the COUNTY has not knowingly employed, and will not knowingly employ, an unauthorized alien. The COUNTY further affirms that:

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

B. The COUNTY has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The COUNTY has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the COUNTY subsequently learned or learns is an unauthorized alien.

C. The COUNTY has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the COUNTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The COUNTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

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

2.14. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and I.C. § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

2.16. Indemnification. The COUNTY agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the COUNTY and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage,

injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the COUNTY, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government, or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The COUNTY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the COUNTY shall default under the provisions of this section.

The COUNTY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the COUNTY for indemnity pursuant to this Contract.

2.17. Independent Entity; Workers' Compensation Insurance. The COUNTY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. No Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of another Party. The COUNTY shall provide all necessary unemployment and workers' compensation insurance for the COUNTY's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

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

2.19. Non-Discrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The COUNTY covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The COUNTY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be

construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.

- B. The COUNTY covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the COUNTY's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.
- C. INDOT is a recipient of federal funds, and therefore, requires full compliance with all rules, regulations, and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Contract.

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

- D. During the performance of this Contract, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "COUNTY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 1. Compliance with Regulations: The COUNTY shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 2. Nondiscrimination: The COUNTY, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNTY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 4. Information and Reports: The COUNTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by INDOT and FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the COUNTY shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the COUNTY under the Contract until the COUNTY complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The COUNTY shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

- 2.20. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of Local Public Agency Programs
Attention: Director of Local Public Agency Programs
100 North Senate Avenue, N758 - LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, JGCN 758 - Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to:

Indiana Department of Transportation
100 North Senate Avenue, N758 - LPA
Indianapolis, Indiana 46204

- C. Notices to the COUNTY shall be sent to:

Lake County
1100 East Monitor Street
Crown Point, Indiana 46307

- 2.21. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by I.C. §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. §4-13-2-20.
- 2.22. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. §5-17-5, I.C. §34-54-8, I.C. §34-13-1 and IC §34-52-2.
- 2.23. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the COUNTY:
- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- 2.24. **Prohibited Telecommunications and Video Surveillance Equipment and Services.**
- In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:
- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
 - B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Grant Agreement.
- 2.25. **Public Record.** The COUNTY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.
- 2.26. **Severability.** The invalidity of any section, subsection, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Contract.
- 2.27. **Status of Claims.** The COUNTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services

performed under this Contract. The COUNTY shall send notice of claims related to work under this Contract to:

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

- 2.28. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the COUNTY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the City's negligent performance of any of the services furnished under this Agreement.
- 2.29. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained the *2022 SCM Template*) in any way except as follows: Audits; Disputes.
- 2.30. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed, or otherwise transferred by the COUNTY without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

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

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

Lake County

DocuSigned by:
By: Michael C. Repay
240B28205687473...

Title: President, Lake County Board of Commissioners

Date: 4/13/2026 | 10:50 PDT

Electronically Approved by:
Department of Administration

By: (for) Brandon Clifton, Commissioner

APPROVED as to Form and Legality:
Office of the Attorney General

**Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on November 4, 2025.
FA 25-84**

Indiana Department of Transportation

DocuSigned by:
By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...

Title: Director, Local Programs

Date: 4/13/2026 | 10:51 PDT

Electronically Approved by:
State Budget Agency

By: (for) Chad Ranney, Director

APPENDIX A

Line Number	BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE INTERVAL	NSTM INTERVAL	UNDERWATER INTERVAL	SPECIAL INTERVAL
1	45-00002 B	4500228	KANKAKEE RIVER	CLAY ST	24			
2	45-00004	4500004	SINGLETON DITCH	CLAY STREET	24			
3	45-00006 B	4500404	STONEY RUN DITCH	CLAY ST	24			
4	45-00007	4500187	BRYANT DITCH	173RD AVENUE	24			
5	45-00008	4500007	M J BROWN DITCH	173RD AVENUE	24			
6	45-00010	4500009	STONEY RUN DITCH	165TH AVENUE	24			
7	45-00011	4500010	STONEY RUN DITCH	157TH AVENUE	24			
8	45-00012	4500011	MIDDLE BRANCH STONEY RUN	157TH AVENUE	24			
9	45-00013	4500012	EAST BRANCH STONEY RUN	157TH AVENUE	24			
10	45-00014	4500013	BROWN LEVEE DITCH	STONE ROAD	24			
11	45-00015	4500014	SPRING RUN DITCH	BELSHAW ROAD	24			
12	45-00016	4500015	GRIESEL DITCH	CHASE STREET	24			
13	45-00017	4500016	SINGLETON DITCH	CHASE STREET	24			
14	45-00018	4500017	BROWN DITCH	MONON ROAD	24			
15	45-00019	4500018	BROWN DITCH	MISSISSIPPI STREET	24			
16	45-00021	4500019	OLD BROWN DITCH	GRAND BLVD.	24			
17	45-00022	4500020	VANNATI DITCH	MISSISSIPPI STREET	12			
18	45-00023	4500021	SINGLETON DITCH	MISSISSIPPI STREET	24			
19	45-00024	4500022	WILLIAMS DITCH	CLINE AVENUE	24			
20	45-00025	4500023	FULLER DITCH	241ST AVENUE	12			
21	45-00028	4500026	EAST BRANCH STONEY RUN	145TH AVENUE	24			
22	45-00029	4500027	STONEY RUN DITCH	145TH AVENUE	24			
23	45-00030	4500028	SPRING RUN DITCH	169TH AVENUE	12			
24	45-00034	4500031	NILES DITCH	129TH AVENUE	12			
25	45-00035	4500032	BRUCE DITCH	PARRISH AVENUE	24			
26	45-00036	4500033	KANKAKEE RIVER	STATE LINE ROAD	12			
27	45-00037	4500198	MCCONNELL DITCH	MORSE STREET	24			
28	45-00038	4500035	SINGLETON DITCH	STATE LINE ROAD	48 (By Others)			
29	45-00040	4500036	CEDAR CREEK	211TH AVENUE	24			
30	45-00042	4500038	DEEP RIVER	OLD LINCOLN HWY.	12			
31	45-00043	4500039	BROWN DITCH	CLINE AVENUE	24			
32	45-00044	4500040	SINGLETON DITCH	221ST AVENUE	24			
33	45-00047	4500043	BRUCE DITCH	BELSHAW ROAD	24			
34	45-00048 B	4500410	WEST CREEK	117TH AVENUE	24			
35	45-00049	4500045	BRANCH OF CEDAR LAKE	PARRISH AVENUE	12			
36	45-00050 B	4500411	LAKE DALECARLIA	153RD AVENUE	24			
37	45-00051	4500047	CEDAR CREEK	161ST AVENUE	12			
38	45-00052	4500048	CEDAR CREEK	171ST AVENUE	24			
39	45-00053	4500049	FOSS DITCH	CLARK STREET	24			

Line Number	BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE INTERVAL	NSTM INTERVAL	UNDERWATER INTERVAL	SPECIAL INTERVAL
40	45-00054	4500050	TURKEY CREEK	LIVERPOOL ROAD	24			
41	45-00055	4500051	TULLY DITCH	WHITCOMB STREET	24			
42	45-00056	4500052	BROWN DITCH	WHITCOMB STREET	24			
43	45-00058	4500054	GRIESEL DITCH	205TH AVENUE	24			
44	45-00059	4500055	SINGLETON DITCH	MONON ROAD	24			
45	45-00060	4500056	BEAVER DAM DITCH	MADISON STREET	12			
46	45-00061 B	4500236	WEST CREEK	135TH AVENUE	24			
47	45-00063	4500059	BULL RUN DITCH	101ST AVENUE	24			
48	45-00064 B	4500215	BULL RUN DITCH	101ST AVENUE	24			
49	45-00065 B	4500408	WEST CREEK	125TH AVENUE	24			
50	45-00066	4500062	WEST CREEK	151ST AVENUE	24			
51	45-00068	4500063	BRANCH BEAVER DAM DITCH	CLARK STREET	12			
52	45-00069	4500064	BRANCH BEAVER DAM DITCH	101ST AVENUE	24			
53	45-00072	4500067	WEST CREEK	223RD AVENUE	24			
54	45-00073	4500068	WEST CREEK	169TH AVENUE	24			
55	45-00075	4500070	WEST CREEK	185TH AVENUE	24			
56	45-00076	4500071	WEST CREEK DITCH	197TH AVENUE	24			
57	45-00077 B	4500216	BRUCE DITCH	205TH AVENUE	24			
58	45-00079	4500074	GRIESEL DITCH	201ST AVENUE	24			
59	45-00080	4500075	CEDAR CREEK	BELSHAW ROAD	24			
60	45-00082	4500077	CEDAR CREEK	205TH AVENUE	24			
61	45-00084	4500079	NILES DITCH	121ST AVENUE	12			
62	45-00088	4500083	NILES DITCH	113TH AVENUE	24			
63	45-00089 B	4500235	DEEP RIVER	101ST AVENUE	24			
64	45-00091 B	4500217	NILES DITCH	109TH AVENUE	24			
65	45-00092	4500087	NILES DITCH	COLORADO STREET	12			
66	45-00093	4500199	LITTLE DITCH	197TH AVENUE	24			
67	45-00094	4500089	BEAVER DAM DITCH	MERRILLVILLE ROAD	24			
68	45-00095 B	4500218	CEDAR CREEK	149TH AVENUE	24			
69	45-00097	4500091	DEEP RIVER	COLORADO STREET	12			
70	45-00098	4500092	DEEP RIVER	CLAY STREET	12			
71	45-00099 B	4500219	DEEP RIVER	GRAND BLVD	24			
72	45-00100	4500094	DEEP RIVER	RANDOLPH STREET	24			
73	45-00101	4500095	TURKEY CREEK	61ST AVENUE	24			
74	45-00102	4500096	DEEP RIVER	61ST AVENUE	24			
75	45-00103	4500097	DEEP RIVER	ARIZONA STREET	24			
76	45-00105	4500099	DEEP RIVER	AINSWORTH ROAD	24			
77	45-00108 B	4500229	BROWN DITCH	COLFAX STREET	24			
78	45-00109	4500102	SINGLETON DITCH	COLFAX STREET	24			
79	45-00110	4500103	BRUCE DITCH	219TH AVENUE	24			

Line Number	BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE INTERVAL	NSTM INTERVAL	UNDERWATER INTERVAL	SPECIAL INTERVAL
80	45-00111	4500104	SINGLETON DITCH	PARRISH AVENUE	24			
81	45-00113	4500105	TURKEY CREEK DITCH	HENDRICKS STREET	24			
82	45-00115	4500106	BEAVER DAM DITCH	CLARK STREET	24			
83	45-00116 B	4500395	TURKEY CREEK	FAIRBANKS STREET	24			
84	45-00117	4500108	TURKEY CREEK	CLINE AVENUE	24			
85	45-00132	4500214	GRAND CALUMET RIVER	SOHL AVENUE	24			
86	45-00138	4500110	TURKEY CREEK	HARRISON STREET	24			
87	45-00142	4500111	DEEP RIVER	37TH AVENUE	24			
88	45-00143	4500112	LITTLE CALUMET RIVER	KENNEDY AVENUE	12			
89	45-00149	4500113	CONRAIL RAILROAD	RIDGE ROAD	24			
90	45-00151	4500114	INDIANA HARBOR CANAL	151ST STREET	24			
91	45-00153	4500115	WEST CREEK	109TH AVENUE	24			
92	45-00158	4500116	CSX RAILROAD	RIDGE ROAD	24			
93	45-00159	4500117	HART DITCH	RIDGE ROAD	24			
94	45-00196	4500118	KENNEDY AVENUE, TRAIL	RIDGE ROAD	24			
95	45-00197	4500119	ELGIN JOLIET EASTERN RR.	RIDGE ROAD	12			
96	45-00217	4500120	LITTLE CALUMET RIVER	CALHOUN STREET	24			
97	45-00218	4500121	LITTLE CALUMET RIVER	BURR STREET	24			
98	45-00219	4500122	LITTLE CALUMET RIVER	COLFAX STREET	24			
99	45-00221 B	4500393	WILLIAMS DITCH	STATE LINE ROAD	24			
100	45-00222	4500125	BURNS DITCH	CLAY STREET	24			
101	45-00223	4500126	BURNS DITCH	CENTRAL AVENUE	24			
102	45-00224	4500127	DEEP RIVER	LIVERPOOL ROAD	24			
103	45-00225	4500128	CEDAR CREEK	MORSE STREET	24			
104	45-00226	4500129	DEEP RIVER	GRAND BLVD.	24			
105	45-00227 B	4500220	CEDAR CREEK	176TH AVENUE	24			
106	45-00240	4500133	GRAND CALUMET RIVER	HOHMAN AVENUE	24			
107	45-00241	4500134	GRAND CALUMET RIVER	KENNEDY AVENUE	24		60	
108	45-00242	4500190	CONRAIL RR, WILLOW CT	HOHMAN AVENUE	24			
109	45-00243	4500135	GRAND CALUMET RIVER	NORTH LAKE STREET	24			
110	45-00244	4500136	LITTLE CALUMET RIVER	HOHMAN AVENUE	24			
111	45-00245	4500137	LITTLE CALUMET RIVER	COLUMBIA AVENUE	24			
112	45-00246	4500138	LITTLE CALUMET RIVER	NORTHCOTE AVENUE	24			
113	45-00247	4500139	LITTLE CALUMET RIVER	CLARK STREET	24			
114	45-00248 B	4500401	LITTLE CALUMET RIVER	HARRISON STREET	24			
115	45-00249	4500141	DEEP RIVER	MICHIGAN STREET	24			
116	45-00251	4500142	DEEP RIVER	RAND STREET	24			
117	45-00252	4500143	DEEP RIVER	OLD RIDGE ROAD	24			
118	45-00253 B	4500406	LAKE GEORGE & TRAIL	3RD STREET	24		60	
119	45-00254	4500145	LAKE GEORGE	WISCONSIN STREET	12			
120	45-00255 B	4500222	BRANCH OF TURKEY CREEK	68TH PLACE	24			

Line Number	BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE INTERVAL	NSTM INTERVAL	UNDERWATER INTERVAL	SPECIAL INTERVAL
121	45-00256	4500147	DUCK CREEK	FRONT STREET	24			
122	45-00257	4500148	DUCK CREEK	10TH ST	24			
123	45-00259	4500150	HART DITCH	45TH STREET	12			
124	45-00260 B	4500402	HART DITCH	MAIN STREET	24			
125	45-00261	4500152	HART DITCH	213TH STREET	12			
126	45-00262 B	4500223	HART DITCH	EDMOND STREET	24			
127	45-00263	4500154	HART DITCH	KEILMAN STREET	24			
128	45-00264 B	4500407	HART DITCH (PLUM CR.)	HART STREET	24			
129	45-00265	4500156	CONRAIL RR, 3 STREETS	COLUMBIA AVE	24			
130	45-00266	4500157	CONRAIL RAILROAD	169TH STREET	24			
131	45-00267	4500158	NATIONAL PARK ROAD	COUNTY LINE RD	24			
132	45-00268	4500159	ST JOHN DITCH	JOLIET STREET	12			
133	45-00269	4500160	BRANCH OF DEER CREEK	GRAND BLVD.	24			
134	45-00270	4500161	DYER DITCH	213TH STREET	24			
135	45-00271	4500162	CEDAR CREEK	OAKLEY AVENUE	12			
136	45-00272	4500163	CEDAR CREEK	SOUTH ALLEY	12			
137	45-00273	4500164	CEDAR CREEK	MAIN STREET	24			
138	45-00274	4500165	CEDAR CREEK	MILL STREET	24			
139	45-00275	4500166	CEDAR CREEK	CLARK STREET	24			
140	45-00276 B	4500231	MCCONNEL DITCH	MORSE STREET	24			
141	45-00277 B	4500227	SPRING RUN	191ST AVENUE	24			
142	45-00278	4500169	BROWN DITCH	PARRISH AVENUE	24			
143	45-00279	4500170	DIKE DITCH	KING STREET	24			
144	45-00280	4500201	TULLY DITCH	MONON ROAD	24			
145	45-00281	4500172	LITTLE CALUMET RIVER	CALUMET AVENUE	24			
146	45-00284	4500173	CADY MARSH DITCH	KENNEDY AVENUE	24			
147	45-00294	4500174	CADY MARSH DITCH	BROAD STREET	12			
148	45-00306 B	4500394	TURKEY CREEK	BROAD STREET	24			
149	45-00358	4500179	CADY MARSH DITCH	GRACE STREET	24			
150	45-00359	4500180	CADY MARSH DITCH	LIABLE ROAD	24			
151	45-00360	4500181	CADY MARSH DITCH	KLEINMAN ROAD	24			
152	45-00361	4500182	CEDAR CREEK	BINYON STREET	12			
153	45-00362	4500184	CADY MARSH DITCH	COLFAX STREET	24			
154	45-00363	4500185	CONRAIL/IHB RR	KENNEDY AVENUE	24			
155	45-00364	4500186	HART DITCH	POPLAR LANE	24			
156	45-00365	080000	INDIANA HARBOR CANAL	DICKEY ROAD	24 (By INDOT)	24 (By INDOT)	60	
157	45-00366	4500189	BRANCH OF NILES DITCH	129TH AVENUE	24			
158	45-00367	4500195	US 12/20/41 EB/WB	CASINO CENTER DR	24			
159	45-00368	4500197	RR, HAMMOND MARINA DR	CASINO CENTER DR	12			
160	45-00369	4500200	CEDAR CREEK	144TH AVENUE	24			

Line Number	BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE INTERVAL	NSTM INTERVAL	UNDERWATER INTERVAL	SPECIAL INTERVAL
161	45-00370	4500210	EJ&E RR, ACCESS ROAD	BUFFINGTON HRBR DR	24			
162	45-00371	4500230	CSX/NS RR	BUFFINGTON HRBR DR	24			
163	45-00372	4500209	EJ&E RR, ACCESS ROAD	ACCESS ROAD RAMP	24	24		
164	45-00377	4500204	NS RAILROAD	CALUMET AVENUE	24			
165	45-00378	4500205	EJ&E RAILROAD	CALUMET AVENUE	24			
166	45-00379	4500206	HART DITCH	CALUMET AVENUE	24			
167	45-00380	4500207	GRAND CALUMET RIVER	AIRPORT RD	24			
168	45-00381	4500203	NICTD RAILROAD	INDUSTRIAL HWY	24			
169	45-00382	4500211	NS RR & CSX RR	4TH AVE	24			
170	45-00383	4500208	BULL RUN DITCH	ALVINA ROSE COURT	24			
171	45-00384	4500202	DYER DITCH	DEER CREEK DRIVE	24			
172	45-00385	4500212	TRIBUTARY TO DYER DITCH	77TH AVENUE	24			
173	45-00387	4500233	CSX RR	RAILROAD AVENUE	24			
174	45-00388	4500388	GRAND TRUNK RAILROAD	MISSISSIPPI STREET	24			
175	45-00389	4500389	WEST CREEK	HEDWIG DRIVE	24			
176	45-00390	4500224	CSX & EJ&E RR	AIRPORT ROAD	24			
177	45-00391	4500225	LAKE GEORGE	BEVERLY LANE	24			
178	45-00394	4500232	CADY MARSH DITCH	ARBOGAST AVE	24			
179	45-00396	4500399	BOTHWELL DITCH	SERENITY LANE	24			
180	45-00397	4500409	LAKE OVERFLOW	123 RD AVENUE	24			
181	45-00402	TBD	CN & NS RAILROADS	KENNEDY AVENUE	24			
182	45-00403	TBD	CN & GT&W RAILROADS	COLORADO STREET	24			
183	45-00411	4500400	MAIN BEAVER DAM DITCH	BLAINE ST.	24			
184	45-00413	TBD	BULL RUN DITCH	WATERLEAF DR	24			
185	45-00978	4500403	TRIBUTARY TO WEST CREEK	185TH AVENUE	24			
186	45-01147	4500405	JESSIE LITTLE DITCH	CLAY STREET	24			
187	45-0258N	4500149	HART DITCH	FRAN-LIN PARKWAY	24			
188	45-0258S	4500183	HART DITCH	FRAN-LIN PARKWAY	24			