

*ITR Concession Company LLC  
52551 Ash Road  
Granger, Indiana 46530*

**REQUEST FOR BID**

FROM: Robert D. Ladson, PE  
Infrastructure - Director

DATE: July 21, 2015

SUBJECT: **Str 28-1 over St Joe River – Erosion Remediation near MM 76**

\_\_\_\_\_ Invitation for Bids (IFB)  
  X   Request for Bids (RFP)

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Overview:

ITR Concession Company (ITRCC) is requesting bids from responsible contractors for the following services. A brief description is set forth below, with detailed requirements in subsequent sections.

**The ITR Concession Company, the privately owned company that operates the Indiana Toll Road, desires to perform erosion remediation on Str 28-1 over the St. Joseph River (MM 76). The contractor shall install and supply all the material needed to properly complete all the work. Contractor must also provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards. The ITRCC requests bids from responsible contractors.**

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**1.0 INSTRUCTIONS:**

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<b>1.1 SUBMIT BIDS TO:</b> ITR Concession Company LLC Attn: Robert D. Ladson, PE Email: rladson@indianatollroad.org	<b>LABEL BID/BID CONTAINER:</b> Project Title: Str. 28-1 over St. Joe River Erosion Remediation Project
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**1.2 DUE DATE & TIME FOR SUBMISSION:**  
**Date:** August 6, 2015  
**Time:** 12:00 noon (EST)

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**1.3 SUBMITTALS:** Bids may be submitted electronically.

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**1.4 BID FIRM TIME:**   90   Days from Receipt of Bid

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**1.5 SECURITY:** Bid Bond \$ N/A Performance Bond = 100% of contract Payment Bond = 100% of contract

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**1.6 SITE VISIT:**

**While no “group” site visit is planned, the contractor must still visit the sites and thoroughly understand the site conditions prior to placing a bid.**

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1.7 **PROJECT CONTACT:**

**Attn:** ITR Concession Company LLC  
**Title:** Robert D. Ladson, PE  
**Email:** Infrastructure - Director  
**Phone:** rladson@indianatollroad.org  
(574) 651-2410

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1.8 **CRITERIA FOR EVALUATION AND AWARD**

Request for Bids. The ITRCC will evaluate how well each bid meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, and best service.

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2.0 **SPECIFIC TERMS AND CONDITIONS**

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2.1 **INDOT Pre-Qualifications**

Contractor is to provide any and all INDOT Pre-Qualifications along with the bid.

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2.2 **RESERVATION**

ITR Concession Company reserves the right to reject any or all bids.

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2.3 **PAYMENT OF TOLLS**

The Contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by ITR Concession Company.

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2.4 **COMPLIANCE WITH APPLICABLE LAW**

The Company warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations.

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2.5 **WAGE RATES** See “Responsible Contractor Policy”

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2.6 **SUBCONTRACTING/JOINT VENTURES**  Allowed  Not Allowed

ITR Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. Assignments for subcontracting are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

2.7 **EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM**

ITR Concession Company is committed to providing fair and representative opportunities for MBE / W.B.E.s in all contracts related to the ITR. Neither ITR Concession Company nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the ITR. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that MBE / W.B.E.s are afforded a fair and representative opportunity to participate in ITR Concession Company’s contracts related to the ITR.

The requirement for dollar value of MBE / W.B.E. participation in contracts related to the ITR shall be 6% for each. MBE / WBE must be certified with the Indiana Department of Administration.

**MBE and WBE participation of 6% for each is a requirement – not a goal.**

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2.8 **WORK LIMITS**

Contractor shall perform work within the Indiana Toll Road right-of-way limits. Bridge work may require restriction or closures on local roadways, waterways or railroad right-of-way to complete the work. Any lane closure of the Indiana Toll Road must be in accordance with the ITRCC's Lane Closure Policy. Contractor is responsible for coordinating with all local government agencies, railroads, utilities, etc needed to perform the work – including obtaining permits, access, permission etc.

With exception of maintenance of traffic control at local roadways, contractor shall keep vehicles, materials, and staging area to within property maintained by the ITR Concession Company LLC (ITRCC)

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2.9 **APPLICATION FOR PAYMENT**

- a. Contractor shall submit to the ITRCC a monthly invoice for the work performed within the pay period. The invoice should be received by the ITRCC no later than the 25<sup>th</sup> of each month to ensure timely processing. A waiver of lien and a “Sworn Statement of Contractor and Subcontractor to Owner” shall accompany all invoices.
  - b. Invoices must contain the following:
    - i. Project Title
    - ii. Contractor name and address
    - iii. Invoice number
    - iv. Invoice beginning and ending date
    - v. Date of submission
  - c. Invoice must be itemized as follows:
    - i. Items description
    - ii. Quantity
    - iii. Unit of Measure
    - iv. Unit Cost
    - v. Quantity for current invoice
    - vi. Total cost of item to date
  - d. All line items must be identical to the schedule of pay items
  - e. Upon request, the contractor must support the quantities with data substantiating their correctness.
  - f. The ITRCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.
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2.10 **PERMITS AND OTHER RELATED DOCUMENTS**

Unless stated otherwise in the contract documents, contractor shall obtain, at no cost to the ITRCC, all permits, right-of-access, easements, etc to perform the work. (i.e utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the ITRCC within sixty (60) days of receipt. Contractor shall notify the ITRCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

**EXCEPTION** – The ITRCC has obtained the DNR, IDEM and ACOE permits as shown in the special provisions. The contractor shall complete the work in accordance with the attached permits.

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2.11 **SALES TAX**

The ITRCC is subject to Indiana sales tax. The contractor shall be responsible for paying all sales tax on all goods and services liable for sales tax. The contractor shall include the sales tax in the unit prices of the pay items.

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2.12 **SCHEDULE AND CONTRACT COMPLETION DATE**

Upon award of contract, the selected contract shall submit a detail schedule and completion date.

Consideration will be given to the bid that completes the project in the least amount of time

Final schedule and contract completion date will be based upon the bid that is ultimately selected for the project.

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2.13 **RESPONSIBLE CONTRACTOR**

For bids to be considered “responsive”, Contractors must declare that they are a “Responsible Contractor” on the form provided in the bid documents. The Responsible Contractor Policy and statement are a part of the standard ITRCC Contract.

Throughout the life of the contract the Contractor is to comply with the provisions of the ITRCC Responsible Contractor Policy.

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2.14 **SUBCONTRACTOR FORM AND USE**

Contractor shall submit to the ITRCC for approval all Subcontractor contracts. The Contractor shall complete and return to the ITRCC a fully executed subcontractor form for each subcontractor. Work cannot begin until the ITRCC has approved each subcontractor form.

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2.15 **INSURANCE**

Contractor shall submit a bid to include the insurance coverage shown in the sample contract.

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2.16 **RAILROAD PERMITS AND INSURANCE**

N / A

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2.17 **MAINTENANCE OF TRAFFIC PLAN**

If provided in the plans, the Contractor shall follow the Maintenance of Traffic (MOT) plan for the mainline of the Indiana Toll Road.

When an MOT plan is NOT specifically provided, the contractor must develop and provide an exact MOT for the ITR mainline, state, local streets or any closure or closure detail. The plan must be stamped by a Professional

Engineer registered in the State of Indiana. All MOT plans and signs must be designed and installed in accordance with the current edition of the Indiana MUTCD, INDOT Design Standards and the ITRCC's standards.

Exact placement of traffic control devices used for execution of contract work along the Indiana Toll Road, entry and exit ramps, and local streets/roads, plazas, parking lots, etc shall be included in the MOT plan and be in accordance with the current IMUTCD, INDOT, and ITRCC Standards.

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## 2.18 **LANE CLOSURE POLICY**

Any and all restrictions limiting traffic on the Indiana Toll Road Mainline shall conform to the ITRCC Lane Closure Policy. The contractor must submit a request – and receive approval - for any and all lane closures and / or restrictions.

All lane and traffic restrictions and the sequence of work will be at the discretion and direction of the ITRCC Project Manager and/or ITRCC Representative or as provided in the plans and specifications.

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## 2.19 **LANE OCCUPANCY PENALTY**

If a contractor continues to work beyond the allowable hours depicted in Lane Closure Policy (LCP) without a valid waiver, the contractor will be charged, as a penalty, a “lane rental charge.” The rate for the first and second hours will be at \$7,500.00 per hour or fraction thereof. The rate, if the lane occupancy occurs for the third and successive hours, will be at \$10,000.00 per each hour or fraction thereof for each hour that the lane is continued to be occupied. Routine and / or blatant violations of the LCP will be considered a material breach of the contract.

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## 2.20 **PAVEMENT SENSORS**

The ITRCC has embedded pavement sensors and weigh-in-motion sensors at several locations along the Indiana Toll Road. Care should be taken not to destroy any of these sensors. The Contractor will need to locate the sensors in the field. If a contractor's activity destroys one of these sensors – it will have to be replaced at the expense of the Contractor.

The pavement sensors are approximately located at the following locations along the Indiana Toll Road:

1. Mile Post 1.56 Eastbound near bridge deck
2. Mile Post 10.00 Westbound Approach
3. Mile Post 49.00 Westbound Approach
4. Mile Post 77.00 Eastbound near bridge deck
5. Mile Post 96 Southbound Ramp near bridge deck
6. Mile Post 121.00 Westbound near bridge deck
7. Mile Post 144.00 Eastbound near bridge deck

Pavement Sensors Installed 2014

1. Mile Post 0.90 Eastbound Driving Lane (Right Lane) near bridge and in bridge deck (Str 1-2)
2. Mile Post 76.50 Eastbound Driving Lane (Right Lane) near bridge and in bridge deck (Str 29-1)
3. Mile Post 96.10 Westbound Driving Lane (Right Lane)
4. Mile Post 96.00 Eastbound Entry Ramp Bridge Deck – (Str 35-1.6)
5. Mile Post 121.70 Westbound Driving Lane (Right Lane) near bridge and in bridge deck (Str 43-3)
6. Mile Post 144.00 Eastbound Driving Lane (Right Lane) near bridge and in bridge deck (Str 50-10)

The ITRCC Project Manager or ITRCC Representative should be contacted to assist in locating the sensors.

2.21 **RAILROAD PERMITS AND INSURANCE**

Not applicable.

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**SCOPE OF SERVICES**

Item Descriptions-Minimum Work Tasks

1. Work consists of providing all material and labor to complete the work as shown in the drawings, specifications and special provisions.
2. The work must follow the detailed sequence of work as shown in the drawings, specifications and special provisions.
3. All work shall be completed in accordance with INDOT specifications.
4. All work shall be in accordance with the DNR, IDEM and ACOE permits provided in the Special Provisions.
5. Any lane closure must be requested in writing and will only be allowed in accordance with the ITRCC’s Lane Closure Policy.
6. Contractor shall follow the supplied Maintenance of Traffic Plan (MOT) for the ITR mainline and / or supply an MOT for areas and situations for which an MOT has not been provided. Any MOT provided by the contractor must be signed and sealed by a Professional Engineer registered in the State of Indiana. All MOT must be in accordance with the current edition of the Indiana MUTCD, INDOT Standards and the ITRCC mainline lane closure layout. **The cost to provide the MOT and the cost to comply with the Lane Closure Policy shall be included in the price of any pay items requiring lane closures – no separate pay item is provided.**
7. Contractor is responsible to call for all utility locates. (Including both 811 and the ITRCC service.)
8. Contractor shall supply final As-Built drawings. As-Built drawings shall be neat and legible.

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**3.0 BID FORMAT AND CONTENT**

All bids must be prepared in a comprehensive manner as to content, but there is no need for expensive binders, color displays, or other promotional materials that are not germane to the bid.

**Bid**

- ◆ Submit bids electronically.
- ◆ A cover letter explaining the company’s interest in the contract, including a general outline of the materials attached and name and telephone number of the contact person.
- ◆ Experience of company on projects with similar magnitude and complexity, including experience with transportation systems and related issues, and familiarity with the operations of the ITR.
- ◆ Bid shall identify the MBE and WBEs needed to meet the MBE / WBE requirement of 6% each.

# **Appendix A**

## **Sample Contract**

**CONTRACT BETWEEN  
ITR CONCESSION COMPANY LLC  
AND XXXXXXXX**

This Agreement, entered into this \_\_\_ of day XXXXX, by and between ITR Concession Company (“ITRCC” or the “Owner”) and XXXXX. (“XXXX” or the “Contractor”) (collectively, the “Parties”).

**WITNESSETH**

**WHEREAS**, ITRCC desires to enter into a contract for certain work for the improvement of XXXXXX located at Mile Post XXXXXX on the Indiana Toll Road, as described in detail in the Contract Documents; and

**WHEREAS**, Contractor has represented that it has the professional and technical expertise and experience to perform the XXXX Work.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and in the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows.

**Article 1 - The Work of this Contract**

The Scope of Work (the “Work”) and other particulars is set forth in Article 30 this Contract.

**Article 2 – Date of Commencement and Date of Completion**

2.1 The Date of Commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be stated in a Notice to Proceed issued by the Owner. Time of Contract Completion shall be XXXXX.

2.2 The contract time shall be measured from the Date of Commencement.

2.3 Time limits stated in the contract documents are of the essence of the Contract. By executing the agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

2.4 This Contract shall supersede the Letter of Intent, dated XXXX, previously entered into between the Parties, which Letter of Intent shall be terminated as of the date of this Contract.

**Article 3 – Contract Sum**

The lump sum price for the Contract is XXXXXX (the “Contract Sum”). The Contract Sum shall not be subject to change or escalation, except as expressly provided for in this Contract.

The Contractor shall be solely responsible for any applicable sales and/or use taxes for equipment or property utilized in the execution of this Contract.

**Article 4 – Payments**

4.1 Payments made by the Owner to the Contractor with respect to the Work shall be based on the percentage of the Work actually performed in accordance with the Contract Documents and shall be in a form satisfactory to Owner.

4.2 Payments will be made within 45 days of receipt of the invoice by Owner. In the event there are any disputes regarding invoice amounts, only the undisputed amount will be paid by the Owner.

4.3 Retention: 5% will be retained by the Owner from every invoice submitted pursuant to this Article 4. The 5% retainage will be remitted upon issuing of a Warranty/Maintenance Bond for 50% of the contract amount for a period of two (2) years from the issuance of the Certificate of Completion.

4.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the owner's interests.

4.5 Payments to the Contractor – The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such subcontractor's portion of the work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

4.6 The Owner shall not have an obligation to pay or see to the payment of money to a subcontractor except as may otherwise be required by law.

4.7 Substantial Completion is the stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract Documents so that the owner can occupy or utilize the work for its intended use. When the Owner determines that the Work is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of substantial Completion, establish responsibilities of the owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

4.8 Final Completion and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Owner will promptly make such inspection, and when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable ("Final Completion"). The Owner's final Certificate for Payment will constitute a further representation that the Contractor is entitled to Final Payment.

## **Article 5 – General Provisions**

5.1 Contract Documents – The Contract Documents consist of this Contract, Drawings, Specifications, ITRCC's Responsible Contractor Policy, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, including the documents listed in Exhibit A, the Scope of Work, and all attachments hereto, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed

by both parties, or (2) a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

5.2 Order of Precedence – in case of conflict between plans and specifications, the Order of Precedence shall be as follows – (1) Plan Detailed drawings, (2) Specifications, (3) Plan Standard Details.

5.3 The Contract Documents form the contract for Construction. The Contract represents the entire, integrated agreement between the Owner and contractor and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as described herein. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and a Subcontractor or sub-subcontractor, or (2) between any persons or entities other than the Owner and Contractor. The Work – The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the contractor’s obligations. The Work may constitute the whole or a part of the Project.

5.4 Execution of the Contract – Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the job conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

#### **Article 6 – Owner**

6.1 Services required of the Owner – The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

6.2 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order is eliminated. However, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 Owner’s right to carry out the work – If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the contract, the Owner, after 10 days’ written notice to the Contractor may make good such deficiencies and may deduct the reasonable cost thereof, including Owner’s expenses from the payment then or thereafter due the Contractor.

#### **Article 7 – Contractor**

7.1 Review of Contract Documents and Field conditions by Contractor – Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various drawings, specifications and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, and shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents. However, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Owner as a request for information in such form as the Owner may require.

7.2 Concession Lease Agreement – ITRCC is a party that certain Indiana Toll Road Concession and Lease Agreement, dated as of April 12, 2006, by and between ITRCC and the Indiana Finance Authority. as amended, supplemented and/or modified from time to time, (the "Concession Agreement"). The Contractor shall perform this Contract in compliance with the standards and specifications as set forth in the Concession Agreement.

7.3 Supervision and Construction Procedures - The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the job site safety thereof unless the Contractor gives timely written notice to the Owner that such means, methods, techniques, sequences or procedures may not be safe. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors.

7.4 Labor and Materials – Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, supplies, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. The Contractor may make substitutions only with the consent of the Owner, in accordance with a Change Order.

7.5 Warranty – The Warranty Period shall be for two (2) years following the issuance by the Owner of a Certification of Completion. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

7.6 The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

7.7 The Contractor shall comply with and give notice required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

7.8 Submittals – The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Owner, Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. Drawings, Product Data, samples and similar submittals are not Contract Documents.

7.9 Use of Site – The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Cleanup shall be done on a daily basis. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material. The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

## **Article 8 – Owner's Administration of the Contract**

8.1 The Owner will visit the site to monitor the Contractor's work activities. However, the Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are the Contractor's responsibilities.

8.2 The owner will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

8.3 Based on the Owner's evaluations of the Work and of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

8.4 The Owner will have authority to reject Work that does not conform to the Contract Documents.

8.5 The Owner will review and approve or take other appropriate action upon the Contractor's submittals such as Drawings, Product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

8.6 The Owner will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor. The Owner will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

8.7 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **Article 9 – Claims and Disputes**

9.1 Claims and Disputes – The State and Federal courts of the State of Indiana shall be the exclusive forums for resolving all litigation between the parties (excluding and conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

9.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Owner, by mediation or by litigation.

9.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal, but not 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.

9.4 Claims for Consequential damages – The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes (a) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

## **Article 10 – Subcontractors**

10.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. Unless stated otherwise in the Contract Documents or the bidding requirements, the Contractor, as soon as

practicable after award of the Contract, shall furnish in writing to the Owner the names of the subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any subcontractor to whom the Owner has made reasonable and timely objection. If the proposed but rejected subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased or decreased by the difference, providing the Contractor provides supporting documentation. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

10.2 Contracts between the contractor and subcontractors shall (a) require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's work, which the Contractor, by the Contract Documents, assumes toward the Owner, and (b) allow the subcontractor the benefit of all rights, remedies and redress against the Contractor, as afforded to the Contractor to the Owner by these Contract Documents.

10.3 The Contractor is responsible for each of the various parts of the Work so that no part is left in an unfinished or incomplete condition due to any disagreement between subcontractors or between a subcontractor and the Contractor.

10.4 Nothing contained herein shall create any contractual relationship between any subcontractor and ITRCC. ITRCC shall have no obligation to pay, or to see to the payment of, any monies to any subcontractor. No subcontractor is intended to be, or shall be deemed, a third-party beneficiary of this Contract.

10.5 The Contractor shall promptly pay each subcontractor the amount to which such subcontractor is entitled in accordance with its contract. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to its subcontractors or vendors in a similar manner.

10.6 In no event shall the right of the Contractor to subcontract, relieve the Contractor and its bonding agent or entity from any of their obligations and responsibilities under this Contract, for the satisfactory Completion of the Work, for payment of wages of laborers and for equipment and materials furnished for the Work, as well as for the payment of indemnities arising out of any labor accident under any law or regulation. The Contractor agrees that it is fully responsible to the Concessionaire for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall obtain all necessary information from subcontractors engaged in the Work, in order to ensure that the subcontractors' work conforms with the Contractor's work. The Contractor is responsible for and shall check the correctness of the performance of any portion of the Work by subcontractors.

#### **Article 11 – Owner's Right to Perform Construction and to Award Separate Contracts**

11.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

11.2 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction by the Contractor.

## **Article 12 – Performance and Payment Bonds**

12.1 The Contractor will, before the award of the Contract, deliver to ITRCC a Performance Bond and Payment Bond (collectively, “Bonds”). The sum of each bond shall be one hundred percent (100%) of the Contract Sum. If the Contract Sum is increased during the performance of the Contract, the Contractor shall be required to obtain additional bond protection equal to one hundred percent (100%) of the increase in the Contract Sum. The surety or sureties issuing the Bonds must be acceptable to ITRCC and the Bonds must be in the form provided by ITRCC. The surety for the Bonds must have a Best’s Key Rating Guide of “A-,” Class XI or greater. The Bonds shall cover the warranty period required by the Contract.

In case of neglect, failure, or refusal of the Contractor to provide satisfactory sureties when so directed with in seven (7) days after such notification, ITRCC may declare this Contract forfeited, but such forfeiture shall not release the Contractor or its surety or sureties from any liability which may have accrued prior to the date of such forfeiture.

If at any time the surety or sureties, or any one of them, upon such Bonds become insolvent, or are, in the sole opinion of ITRCC, unsatisfactory, or unable to respond to damages in case of liability on such bond, ITRCC will notify the Contractor and direct that a bond issued by a satisfactory surety or sureties be provided forthwith.

12.2. Surety for Performance Bond and Payment Bond: The Bonds required by the Contract shall be secured by a Guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

## **Article 13 – Liquidated Damages**

The Work under this Agreement shall be performed pursuant to the schedule set forth in Exhibit B. Time is of the essence under this Agreement. The Owner shall have the right to apply liquidated damages (“LDs”) of \$2,000.00 per day for each day from and after the relevant Completion Date (or such later date) until the actual Completion in accordance with the terms hereof. Payments by the Contractor under this Article 13 shall be limited to a maximum amount equal to 25% of the Contract Price

## **Article 14 – Changes in the Work**

14.1 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor.

14.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties.

14.3 The Owner will have authority to order minor changes in the work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

14.4 If concealed or unknown physical conditions are encountered at the site that differs materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

However, in no way shall the contractor proceed with any work that is outside of the original Scope of Work, due to changes or unknown site conditions, or any other event that will cause an increase in the Contract Sum or quantities without first submitting a written Request for Change Order and receiving a written Approved Change Order from the Owner.

At a minimum, the Request for Change Order must include the reason for the request, a revised Scope of Work, revised quantities and revised Contract Sum. The Request for Changer Order must be received by the Owner so that the Owner has sufficient time to review and act of the Request.

The Contractor shall not be compensated any work performed without an Approved Change Order from the Owner.

#### **Article 15 – Protection of Persons and Property**

15.1 Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) employees employed at the project site, (b) the Work and materials and equipment to be incorporated therein, and (c) other property at the site or adjacent to it.

15.2 The contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by them, or by anyone whose acts they may be liable and for which the Contractor is responsible for, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor

15.3 Hazardous Materials – If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and the Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable costs of shutdown, delay and startup, which adjustments shall be accomplished as provided in Article 14 of this Agreement.

15.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and subcontractors against claims, damages, losses and expenses, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

15.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **Article 16 - Indemnification and Defense**

16.1 Contractor agrees to indemnify the ITRCC, its directors, officers, parent companies, subsidiaries, shareholders, employees and affiliates, the State of Indiana, and the Indiana Finance Authority from any and all liability, claims, actions, suits, causes of action, or other proceedings arising out of or directly resulting from performance of the Work, including claims relating to Contractor’s employees, subcontractors, affiliates, or subcontractor-employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Contractor, its representatives, employees, subcontractors or suppliers, and whether or not ITRCC in any way contributed to the alleged wrongdoing or is liable due to a nondelegable duty. It is the intent of the parties that Contractor shall indemnify ITRCC under this indemnification clause and the insurance clause to the fullest extent permitted by law. Said intent, unless contrary to law, includes Contractor’s agreement to indemnify ITRCC for ITRCC’s sole negligence as contemplated by I.C. 26-2-5-1.

16.2 To the fullest extent permitted by law, Contractor shall defend and hold harmless the ITRCC, its directors, officers, parent companies, subsidiaries, shareholders, employees and affiliates, the State of Indiana, and the Indiana Finance Authority, and shall pay, as incurred, all damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, action, suit, or other proceeding directly arising out of or directly resulting from performance of the Work: (a) relating to a breach by Contractor of any of its obligations, representations, warranties, agreements, or covenants under this Agreement; (b) arising out of or relating to the performance of the Work, including, without limitation, any negligent or willful act, or negligent or willful failure to act (resulting in death, bodily injury, or loss or damage to property) by Contractor, its employees, or subcontractors; or (c) relating to any violation of any Federal, State or local laws, ordinances or regulations applicable to the Work or this Agreement.

16.3 The Contractor's indemnity obligation shall not be limited by any Worker's Compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by Contractor. Contractor hereby waives, and shall cause Contractor's subcontractors and suppliers of any tier to waive, any rights any of them may have to limit the amount which may be recoverable against them by the Indemnified Parties and to designate ITRCC as an explicit third-party beneficiary in each sub-subcontract (of any tier) entered into in furtherance of this Agreement.

**Article 17 - Insurance**

17.1 Contractor shall maintain during the progress of the Work and during any correction or warranty periods applicable to the Work, insurance with the minimum limits and coverages as shown below with insurance companies rated A:VII or better by the most recent edition of Best's Key Rating Guide and approved by the Contractor:

THE FOLLOWING ARE THE MINIMUM AMOUNTS OF CONTRACTOR'S INSURANCE:

<i>Type of Insurance</i>	<i>Limits of Liability</i>
General Liability: Comprehensive Form Premises - Operations Products/Completed Operations Hazard Contractual Insurance	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Broad Form Property Damage Independent Contractors	Personal Injury: \$2,000,000 aggregate
Personal Injury Explosion and Collapse Hazard Underground Hazard	Bodily Injury and Property Damage Combined \$1,000,000 each occurrence
Automobile Liability Comprehensive Form Owned Hired Non-Owned	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Excessive Liability: Umbrella Form	\$3,000,000 each occurrence \$3,000,000 aggregate
Employer's Liability and Worker's Compensation	\$1,000,000 each occurrence Statutory Minimum Amount

17.1.1. The insurance required above shall be endorsed to name as ADDITIONAL INSUREDS ITR Concession Company LLC, the Indiana Finance Authority, the State of Indiana, CITI, and any mortgagee or construction lender identified in writing to Consultant (collectively, the “Additional Insureds”). Wherever used, the term “Additional Insureds” shall be deemed to include the officers, employees and representative of all of the Additional Insureds. All issuing underwriters shall have rating of A:VII or better in the latest edition of Best’s Key Rating Guide or comparable ratings reasonably acceptable to the Owner.

17.1.2. WORKERS’ COMPENSATION includes Occupational Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing Employers’ Liability insurance. in an amount not less than \$1,000,000.00.

17.1.3. COMMERCIAL GENERAL LIABILITY. The policy shall include the Additional Insureds as defined in Section 17.7.1 above and must provide Premises-Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability, Products and Completed Operations coverages (which shall be maintained in force for a period of two years after substantial completion of the Work or for such longer period of time as is described in the Contract Documents), applicable to operations performed by the Contractor. The Additional Insured Endorsements required by this paragraph shall be equivalent in its coverage to the ISO Forms CG2033 10 01 and CG2037 10 01 and will state that the coverage provided to the Additional Insureds is primary and noncontributory with any other insurance available to the Additional Insureds. A Per Project Aggregate endorsement must be included. In addition, Subcontractor shall maintain an umbrella liability policy in the amounts stated above and with the same Additional Insureds as the basic policy.

17.1.4. COMMERCIAL AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non Owned and Hired Vehicles for limits equal to those identified above.

17.1.5. A certificate of insurance on an approved form must be delivered to Contractor and must state that the coverages will not be altered, cancelled or allowed to expire without thirty (30) days written notice by registered mail to ITRCC. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Contractor, its agents, employees or volunteers. Certificates of Insurance, copies of policies, and all applicable endorsements for the above-described insurance shall be available for review to the Owner before the commencement of any Work. All insurance shall be endorsed as primary and not contributory with respect to other insurance. All liability insurance policies shall be endorsed to include contractual liability.

17.1.6. Equivalent insurance coverage must be obtained from each subcontractor or supplier, if any, before permitting them on the site of the project. Otherwise, their protection must be included within your insurance policies. If Contractor or its sub-subcontractors fail to furnish and maintain insurance as required by this Paragraph, ITRCC, at its option, may purchase such insurance on behalf of Contractor or said subcontractors, and Contractor shall pay the cost thereof to ITRCC upon demand therefore and shall furnish to ITRCC or cause to be furnished to ITRCC any information needed to obtain such insurance.

17.1.7. ITRCC may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Agreement with the Owner. Should Contractor use such items, Contractor agrees to insure against other any claims of injury or damage caused by items while in its care, custody or control naming ITRCC as an insured party. Liability limits shall be the same as those identified above. Physical damage insurance against damage in the items themselves shall be on a “Replacement Cost” basis waiving subrogation against Contractor.

17.1.8. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the ITRCC. At the option of the ITRCC, either: the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the ITRCC, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

17.1.9. Authorization is hereby granted to ITRCC to withhold payments to the Contractor until a properly executed Certificate of Insurance providing insurance as required herein, accompanied by a signed subcontract are received by ITRCC.

17.1.10. Contractor's Indemnity and Insurance Requirements set forth herein shall become and be part of any contract document issued by ITRCC to Contractor as though fully set forth in this Agreement.

17.1.11. A Waiver of Subrogation in favor of Additional Insured's must be included under all policies.

## **Article 18 – Correction of Work**

18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, shall be at the Contractor's expense.

18.2 In addition to the Contractor's obligations herein, if within two years after the date of Substantial Completion of the work or designated portion thereof or after the date for commencement of warranties established under this Contract, any of the Work is found to be not in compliance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such a condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of the Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it at the Contractor's expense.

## **Article 19 – Assignment**

19.1 Contractor shall not assign any part of the Contract without the written approval of the Owner. In the event that the Owner approves of an assignment, Contractor agrees to bind its successors, executors, administrators and assigns to all covenants of this Contract.

## **Article 20 – Termination**

### **20.1 Termination**

ITRCC may terminate this Agreement without cause, for any reason whatsoever, by giving written notice to the Contractor at least 30 days prior to the anticipated termination date. Either Party may terminate this Contract in the event of a material breach of this Contract by the other party (including, without limitation, nonpayment of fees, failure to timely fulfill any responsibilities set forth in the Exhibit A Statement of Work or failure to cooperate in good faith with the other party in connection with the Work), upon giving the other party fifteen (15) days' prior written notice identifying specifically the alleged breach; provided, however, that the breaching party shall have fifteen (15) days after receipt of such notice to cure such breach. During the fifteen (15) day cure period the non-breaching party shall have the right to suspend its performance under this Agreement.

## 20.2 Insolvency

In the event of Insolvency of Contractor, the Owner may, at its sole option, immediately terminate this Contract effective on notice to Contractor. "Insolvency" of Contractor shall be deemed to occur when Contractor: (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudged a bankrupt or insolvent, or has entered against it an order of relief in any bankruptcy of insolvency proceeding; (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding described in the preceding clause (iv); (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of its properties and/or its assets; (vii) is the subject of any proceeding against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, and such proceeding has not been dismissed within ninety (90) days after its commencement; or (viii) has, without its consent or acquiescence, suffered the appointment of a trustee, receiver or liquidator of itself or of all or any substantial part of its properties and/or its assets, and such appointment is not vacated or stayed within ninety (90) days after such appointment, or if within ninety (90) days after the expiration of any such stay the appointment is not vacated.

## 20.3 Effect of Termination.

Upon termination of this Contract, all of the rights and obligations of the Owner and Contractor shall terminate and be of no further force and effect, except that each of the following shall survive such expiration or termination: (i) Owner will promptly pay Contractor all fees, costs and expenses accrued and owed to or incurred by Contractor except to the extent any remaining claims of Contractor's Subcontractors or others might exist and/or the cost of completion of the Work and/or correction of any defective Work, exceed the amounts unpaid to Contractor. In these instances, the Owner shall be entitled to withhold One Hundred Fifty Percent (150%) of any amounts claimed due, unpaid or required to complete any Work. Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

## Article 21 – Compliance with Laws

In fulfilling this Contract, Contractor shall comply with all applicable laws and governmental regulations and orders, federal, state, local and foreign.

### 21.1 Maintaining a Drug Free Workplace

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the ITRCC within ten (10) days after receiving actual notice that Contractor or an employee of Contractor has been convicted of a criminal drug violation occurring in the ITRCC's workplace. Contractor certifies and agrees that it will provide a drug-free workplace by:

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

of a controlled substance is prohibited in ITRCC'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) Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify ITRCC of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing ITRCC within ten (10) days after receiving notice from an employee under subdivision (C2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C2) 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.

## 21.2 Non-Discrimination

### (a) Federal Requirements

It will be unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; (2) to limit, segregate or classify his employees or applicants in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Contractor will comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to Exec. Order No 11,246.30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec Order No. 11,375.32 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12101; and 41 C.F.R. Part 60 (1990).

(b) State Requirements

Pursuant to IC 22-9-1-10, Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

21.3. Ethics and Conflict of Interest Requirements

(a) Ethics Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004 and Executive Order 05-12, dated January 10, 2005.

(b) Conflict of Interest.

(i) As used in this section:

(1) “Immediate family” means the spouse and the unemancipated children of an individual.

(2) “Interested party” means:

a. The individual executing this Agreement;

b. An individual who has an interest of three percent (3%) or more of Contractor; or

c. Any member of the immediate family of an individual specified under subdivision (1) or (2).

(ii) Contractor has an affirmative obligation under this Agreement to disclose to the ITRCC when an Interested Party is or becomes an employee of the State. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

21.4 Non-Collusion and Acceptance: Contractor attests, subject to the penalties for perjury, that no employee, representative, agent or officer of Contractor, directly or indirectly, to the best of the Contractor’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract.

21.5 MBE/WBE Requirements ITRCC is required to comply with the requirements of IC 4-13-16.5 and 25 IAC 5 to maximize the utilization of minority and women business enterprises (“M./W.B.E.s”) in the procurement and contracting processes. The Contractor agrees to a requirement for participating minority business enterprises of 6% and women’s business enterprises of 6%. All M/WBEs must be certified by the Indiana Department of Administration, Minority and Women Business Enterprises Division. This policy shall be stated in all subcontracts related to this Agreement, circulated to all employees of the Contractor in affected departments, and made known to minority and women business enterprises with whom Contractor may subcontract.

21.6 Buy Indiana Presumption: If Contractor subcontracts any of the work to be performed pursuant to this Agreement, Contractor agrees subcontract work only to an “Indiana businesses” as such term is defined in IC 5-22-15-20.5.

21.7 Telephone Solicitation: As required by IC 5-22-3-7, Contractor, on its behalf and on behalf of its principals, affiliates, and sub-contractors agrees that neither it nor they shall violate the terms of IC 24-4.7 during the Term, even if IC 24-4.7 is preempted by federal law.

## **Article 22 – Responsible Contractor**

Contractor agrees that it will comply with the Responsible Contractor Program Policy (“RCP”) as provided by ITRCC and incorporated by reference herein. Contractor certifies that it is a Responsible Contractor as defined in the RCP, and agrees to provide ITRCC with documentation using the forms approved by ITRCC to certify responsible contractor status and to establish compliance with the RCP. Compliance will be reviewed by ITRCC annually. The RCP applies to all contracts of \$150,000.00 or more for construction contracts.

Contractor hereby certifies that all subcontractors and employees retained to perform Work or Services under this Agreement receive a “fair wage.” The Policy avoids a narrow definition of “fair wage” that might not be practical in all areas of contracting. The Policy looks to local practices concerning type of trade and type of project.

Contractor and its subcontractors shall observe all applicable local, state and federal laws, as set forth in the Concession and Lease Agreement, including, but not limited to, those pertaining to insurance, withholding taxes, health, and occupational safety.

## **Article 23– Mechanics’ Liens**

**Contractor shall provide Owner with a sworn statement and partial waiver of lien to date or final waiver of mechanics’ lien, as applicable, each in the form required pursuant to the Indiana Mechanic’s Lien Act, for itself and each of its subcontractors receiving any part of any payment made by Owner hereunder. The forms of sworn statement and partial and final lien waivers are attached hereto as Exhibit D.**

## **Article 24- Negation of Employment, Partnership and Agency**

This Contract does not create a relationship of employment, agency or partnership between the Contractor and ITRCC.

## **Article 25– Variation and Waiver**

25.1 No agreement or understanding varying or extending this contract, will be legally binding upon the Contractor or Owner unless in writing and signed by the Contractor and ITRCC.

25.2 No provision of this contract shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party charged with waiver or consent. Any consent by any party to, or waiver of, a breach of the other party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

## **Article 26– Remedies**

All rights and remedies of the Owner herein stated are nonexclusive and in addition to other rights and remedies provided by law.

## **Article 27– Severability**

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

## **Article 28- Section Headings**

Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of this Agreement, or to be used in the interpretation hereof.

## **Article 29– Notices & Status of Claims**

All Notices required under this Contract shall be sent by certified or registered U.S. Mail. The Contractor shall be responsible for keeping the Owner currently advised as to the status of any claims made for damages against the Contractor in any way related to this Contract. The Contractor shall send notice of claims related to Work under this Contract to:

Robert D. Ladson, PE  
ITR Concession Company LLC  
52551 Ash Road  
Granger, Indiana 46530-7226

## **Article 30 – Attachments**

The scope of this project is detailed in Attachment A attached to these documents. The Construction Schedule is detailed in Attachment B attached to these documents. The Schedule of Payment Values is detailed in Attachment C attached to these documents. Attachment D contains the Contractor's Sworn Statement and Partial Waiver of Mechanic's liens.

**Contract For:**

**XXXXXX**

**For ITR Concession Co. LLC:**

**For: XXXXXXXX**

\_\_\_\_\_ **Name**

\_\_\_\_\_ **Name**

\_\_\_\_\_ **Title**

\_\_\_\_\_ **Title**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**

**Attachment A – Scope of Work**  
**Attachment B**  
**Schedule of Work**

## **Attachment C - Payment Schedule**

The payment schedule for this contract shall be as set forth in Article 4 of the Contract.





**PARTIAL WAIVER OF LIEN-TO AMOUNT PAID**

STATE OF INDIANA ) Gty# \_\_\_\_\_  
COUNTY OF ) Loan# \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish labor and materials for the premises known as \_\_\_\_\_ in \_\_\_\_\_, Indiana, of which \_\_\_\_\_ is the owner.

The undersigned, for and in consideration of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_), and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release to the extent only of the aforesaid amount any and all liens or claim of, or right to lien, under the statutes of the State of Indiana, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations, due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, by the undersigned for the above-described premises.

Given under \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature \_\_\_\_\_ and

Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF INDIANA )  
COUNTY OF

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_ for \_\_\_\_\_, who is the contractor furnishing LABOR and MATERIALS on the property located at \_\_\_\_\_, Indiana, owned by \_\_\_\_\_.

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction

thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<b>NAMES</b>	<b>WHAT FOR</b>	<b>CONTRACT PRICE</b>	<b>AMOUNT PAID</b>	<b>THIS PAYMENT</b>	<b>BALANCE DUE</b>
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Signature: \_\_\_\_\_  
 \_\_\_\_\_, Notary Public

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**FINAL WAIVER OF LIEN**

STATE OF INDIANA ) Gty# \_\_\_\_\_  
 COUNTY OF ) Loan# \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by, \_\_\_\_\_ to furnish labor and materials for the premises known as \_\_\_\_\_, of which the \_\_\_\_\_ is the owner.

The undersigned, for and in consideration of \_\_\_\_\_ Dollars and 00/100 (\$ \_\_\_\_\_), and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to lien, under the statutes of the State of Indiana, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations, due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time thereafter, by the undersigned for the above-described premises.

Given under \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set

forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

### CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA )  
 COUNTY OF )

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is the \_\_\_\_\_ for \_\_\_\_\_ who is the contractor furnishing LABOR and MATERIALS on the property located at \_\_\_\_\_, Indiana owned by \_\_\_\_\_.

That the total amount of the contract including extras is \$\_\_\_\_\_ on which he has received payment of \$\_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_, Notary Public

**Appendix B**

**Subcontractor Form**



**SUBCONTRACTOR FORM**

ITRCC Updated 7/22/09

**ITR CONCESSION COMPANY LLC**  
**Infrastructure Management Department**

*INSTRUCTIONS: Refer to the reverse side of this form for instructions  
 Please type or print legibly  
 The original must be submitted to the ITRCC Infrastructure Management Department*

Contract Number		Project Name			Subcontractor Number <input type="text"/>		Date (month, day, year)		
Name of Subcontractor					Federal Identification Number		Telephone Number		
Address (number and street, city, state, and ZIP code)									
PROPOSAL ITEM NUMBER	SPEC REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE BID	AMOUNT (BID)			
TOTAL AMOUNT									
<p>A written subcontract agreement has been made between the Prime Contractor and this Subcontractor, and that said agreement does physically contain all pertinent provisions and requirements of the prime contract.</p> <p>It is understood that approval of this Subcontractor shall not relieve the Prime Contractor of any responsibility for the fulfillment of the contract.</p>									
Name of Prime Contractor				Name of Subcontractor					
Signature of Prime Contractor			Date (month, day, year)		Signature of Subcontractor			Date (month, day, year)	
Y / N				<b>ITRCC USE ONLY</b>					
<input type="checkbox"/> <input type="checkbox"/> The subcontractor is INDOT prequalified. (Conformation Only)				ORIGINAL CONTRACT		\$		<del> </del>	
<input type="checkbox"/> <input type="checkbox"/> The subcontractor is an DBE or WBE Contractor (Letter of Certification Attached)				THIS SUBCONTRACT		\$			
<input type="checkbox"/> <input type="checkbox"/> The subcontractor is a Union Contractor (For Information Only)				PREVIOUS SUBCONTRACTS		\$			
Recommended by (Infrastructure Engineer)			Date (month, day, year)		TOTAL SUBCONTRACTS		\$		
Approved by (Infrastructure Manager)			Date (month, day, year)		PRIME CONTRACTOR		\$		

## **Appendix C**

# **Responsible Contractor Form and Policy**

## **RESPONSIBLE CONTRACTOR POLICY**

### **I. PURPOSE**

This Responsible Contractor Policy (the “Policy”) of ITR Concession Company LLC (“ITRCC” or “Company”) is designed to guide, in a manner consistent with the Company’s responsibility in operating the Indiana Toll Road (“Toll Road”), the selection of contractors, including subcontractors who provide construction services for the Company (collectively the “contractors”). The policy seeks to ensure that the selection process for contractors will include among other things, a demonstrated ability to provide reliable and high quality services which may be evidenced by their compliance with applicable statutes and payment of fair compensation to employees, as well as by their relevant experience, reputation, dependability, and ability to provide cost-efficient services.

### **II. INTRODUCTION**

The Company promotes a safe, healthy and profitable business environment through selective negotiation, market competition and control of operating costs. The Company also supports and encourages fair compensation for workers employed by contractors to the extent possible and in a manner consistent with the duties of the Company.

In keeping with these overriding objectives, the Company has adopted the Policy described herein in order to support and promote the engagement of independent contractors who can be expected to provide both competitive and high quality services to the Company, utilizing appropriately trained and fairly compensated employees. The Company believes that the utilization of such contractors adds value to its operations by ensuring that services are provided by adequately-trained, experienced and motivated workers who deliver high quality products and services.

### **III. INITIAL REQUIREMENTS OF THE RESPONSIBLE CONTRACTOR POLICY**

The Policy provides that the following requirements shall be met:

- A. Best Practices: On applicable contracts, contractors shall be selected through a process that includes factors such as, but not limited to, demonstrated skill, experience, dependability, fees, safety record, and adherence to the Policy.
- B. Local, State and National Laws: All contractors, and their subcontractors shall observe all applicable local, state and national laws, as set forth in the Indiana Toll Road Concession and Lease Agreement, dated April 12, 2006, by and between the Company and the Indiana Finance Authority, as amended from time to time (“Concession and Lease Agreement”), including, but not limited to, those pertaining to insurance, withholding taxes, health, and occupational safety.

#### **IV. SELECTION OF RESPONSIBLE CONTRACTOR**

If Initial Requirements A and B (see Section III above) are satisfied, it is a Company preference that a Responsible Contractor be hired.

On an annual basis, the Company shall review summary compliance data provided by contractors for good faith evidence of monitoring and enforcement. Compliance data requested by the Company may include but not be limited to information evidencing payroll, Social Security benefits, workers compensation and fringe benefits.

#### **V. DEFINITION OF A RESPONSIBLE CONTRACTOR**

A Responsible Contractor, as used in this Policy, is an independent contractor who provides high quality services in the applicable local market consistent with the desired contracting criteria, and pays workers a fair wage as evidenced by payroll and employee records. What constitutes a “fair wage” will depend on the wages and benefits paid on comparable projects, based upon local market factors that include the nature of the project, comparable job or trade classifications and the scope and complexity of services provided. In determining “fair wages” concerning a specific contract in a specific market, items that may be considered include local wage practices, prevailing wages, labor market conditions and other items.

A Responsible Contractor shall comply with all applicable laws as set forth in the Concession and Lease Agreement, including requirements regarding non-discrimination, ethics, and conflict of interest, non-collusion, Minority and Women Business Enterprises, the Buy Indiana Presumptions, prohibitions against telephone solicitation and maintaining a drug free workplace.

A Responsible Contractor will provide any available Employee Assistance Programs to assist employees and their eligible dependents to help resolve personal problems, such as alcohol and drug abuse. In the event such assistance is not made available by a contractor, a Responsible Contractor may request a reference from the Company, if available, to an Employee Assistance Program that the Responsible Contractor may engage at its own cost and expense.

#### **VI. ENFORCEMENT, MONITORING, AND ADMINISTRATION**

- A. Applicable Contracts: The Policy shall apply to all construction contracts exceeding \$150,000.00. However, when the Policy is not applicable by its terms as set out in the previous sentence, contractors shall be encouraged to make a good faith effort to comply with the spirit of the Policy. It is not the policy of the Company to split, subdivide or otherwise separate-out contract work for the purpose of obviating the applicable contract amount set forth in this Section VI.A.
- B. Solicitation Documents: All requests for proposals and invitations to bid covered by this Policy shall incorporate by reference the terms of this Policy. Responses by bidders shall include information to assist Company staff in evaluating a bid.

- C. Contracts and Renewals: All applicable contracts covered by the Policy, including renewals of such contracts, shall incorporate by reference the terms of this Policy. Responsible Contractor compliance will be part of the contract renewal consideration.
- D. Responsibilities: The responsibilities of Company Staff and contractors are defined as follows:
1. Company Staff: Company Staff shall have the following responsibilities:
    - a. communicate the Policy to all bidding contractors;
    - b. secure agreement to comply with the Policy from contractors; and
    - c. review the relevant contractor's compliance documentation and make recommendations as needed for action to correct any pattern of non-compliance.
  2. Contractors: Contractors will have responsibility for the following:
    - a. submit to the Company a Responsible Contractor self-certification on a form approved by the Company;
    - b. provide any information requested by the Company in connection with this Policy;
    - c. communicate the Policy to subcontractors;
    - d. attend pre-construction meetings as directed by the Company; and
    - e. hold pre-job conferences with contractors and appropriate union representatives if a contractor is utilizing union contractor (s).
- E. Fair Wages: The Policy avoids a narrow definition of "fair wage" that might not be practical in all areas of contracting. The Policy looks to local practices concerning type of trade and type of project.
- In determining "fair wages" concerning a specific contract in a specific market, primary consideration will be given to the Indiana Common Construction Wage Act. Additional items that may be considered include local wage practices, prevailing wages, labor market conditions and other items.
- F. Selection Process: Given the time and expense required to solicit and evaluate potential contractors, it is not required that the Company solicit all potential contractors.

The Company must ensure, to the extent commercially reasonable, that there is a selection process that is inclusive of potentially eligible Responsible Contractors. Competitive bidding does not necessarily assure inclusion of Responsible Contractors. However, for the avoidance of any doubt, the Company will retain full commercial discretion to conduct the bidding process in a manner that is consistent with its overriding responsibilities and to seek to minimize or control costs while ensuring the provision of the quality operation of the Toll Road.

- G. Enforcement: The Company shall place a non-complying contractor on a watch list. If the contractor does not modify this pattern of conduct after discussions with the Company's staff, the Company shall consider this pattern of conduct along with other information when it reviews for future renewal. A key indicator is a pattern of conduct that is inconsistent with the provisions of the Policy.
  
- H. Modification: The Company reserves the right to modify the Policy and, at its sole discretion, suspend and/or terminate the Policy or any provisions thereof. The Company agrees to provide advance notice thirty (30) days prior to any actions taken pursuant to this Section VI.H. to affected contractors and the appropriate Building Trade Unions in which work is being performed.

[PLACE ON COMPANY LETTERHEAD]  
[FORM]

**RESPONSIBLE CONTRACTOR  
CERTIFICATION**

I, the undersigned, do declare that we will comply with the ITR Concession Company LLC Responsible Contractor Policy (ITRCC Policy No. 08 01). I further declare that we do compensate our employees with a fair wage as described in the Policy listed above and as determined by the practices and prevailing wages of the area.

Contractor \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **Appendix D**

## **Bid Documents**

**Project:** \_\_\_\_\_

**Proposal Sheet**

The submitted price includes all labor, equipment and material to complete the work as specified.

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Are you certified as a WBE in the State of Indiana?     Yes     No

Are you certified as a MBE in the State of Indiana?     Yes     No

**Bid Contact Person**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_





**ITR CONCESSION COMPANY  
STRUCTURE 28-1 OVER ST. JOSEPH RIVER  
EROSION REMEDIATION PROJECT  
BID**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
				Dollars	Dollars
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Clearing , Grubbing and Obstruction Removal	1	LS		
4	Geocell Confinement System	171	SY		
5	Vegetated Coir Roll	174	LF		
6	Permanent Turf Reinforcement Mat	388	SY		
7	Riprap, Class I	626	TON		
8	Geotextile	1,019	SY		
<b>TOTAL AMOUNT OF BID:</b>				<b>\$</b>	<b>\$0.00</b>

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_

# Appendix E

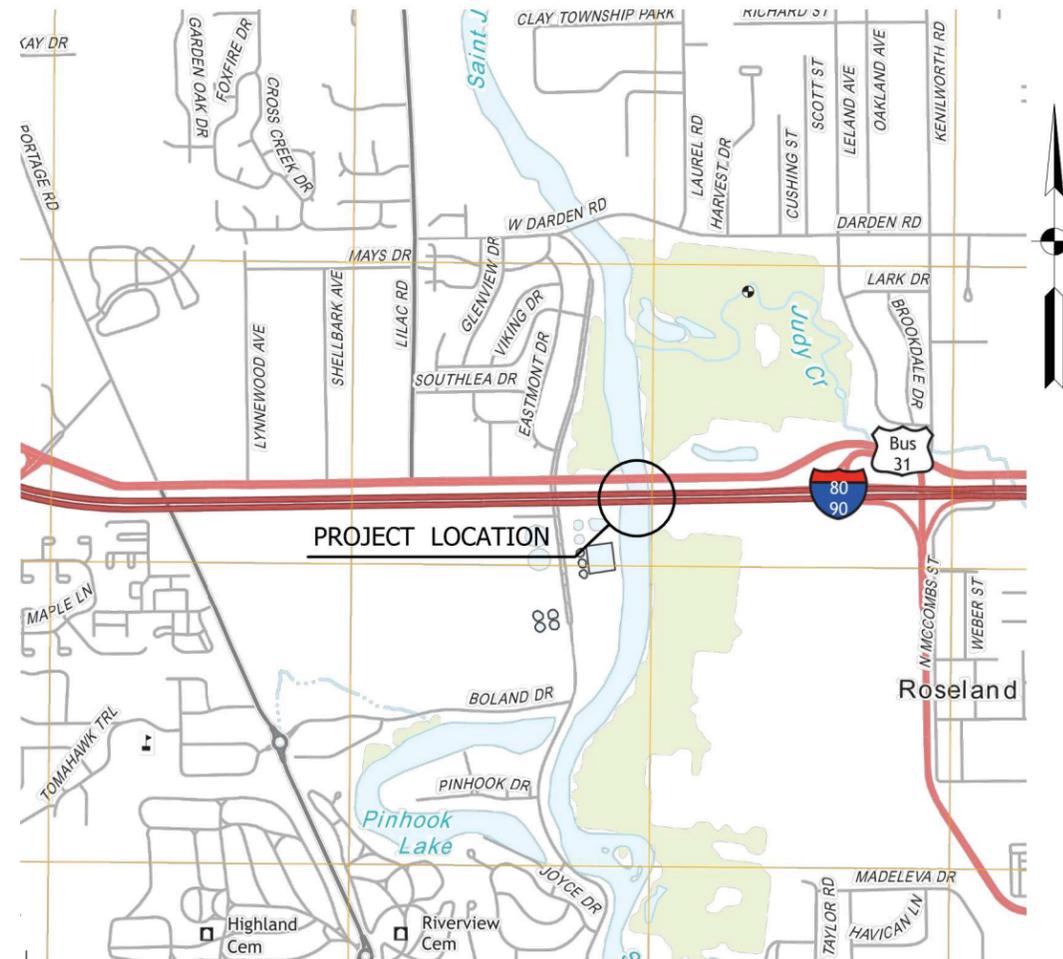
## Plans



# INDIANA TOLL ROAD ITR CONCESSION COMPANY LLC

## BRIDGE PLANS BRIDGE No. STR. 28-1-ST. JOSEPH RIVER BRIDGE

ROUTE IDENTIFICATION: I-80/90  
FEATURE CROSSED: SAINT JOSEPH RIVER  
LOCATION: SAINT JOSEPH COUNTY



LOCATION MAP

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING SITE PLAN
3	PROPOSED SITE PLAN
4	TYPICAL SECTIONS & DETAILS
5-9	CROSS SECTIONS

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2014  
TO BE USED WITH THESE PLANS

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

SKY K. MEDDERS  
REGISTERED PROFESSIONAL ENGINEER  
No. 10100889  
STATE OF INDIANA

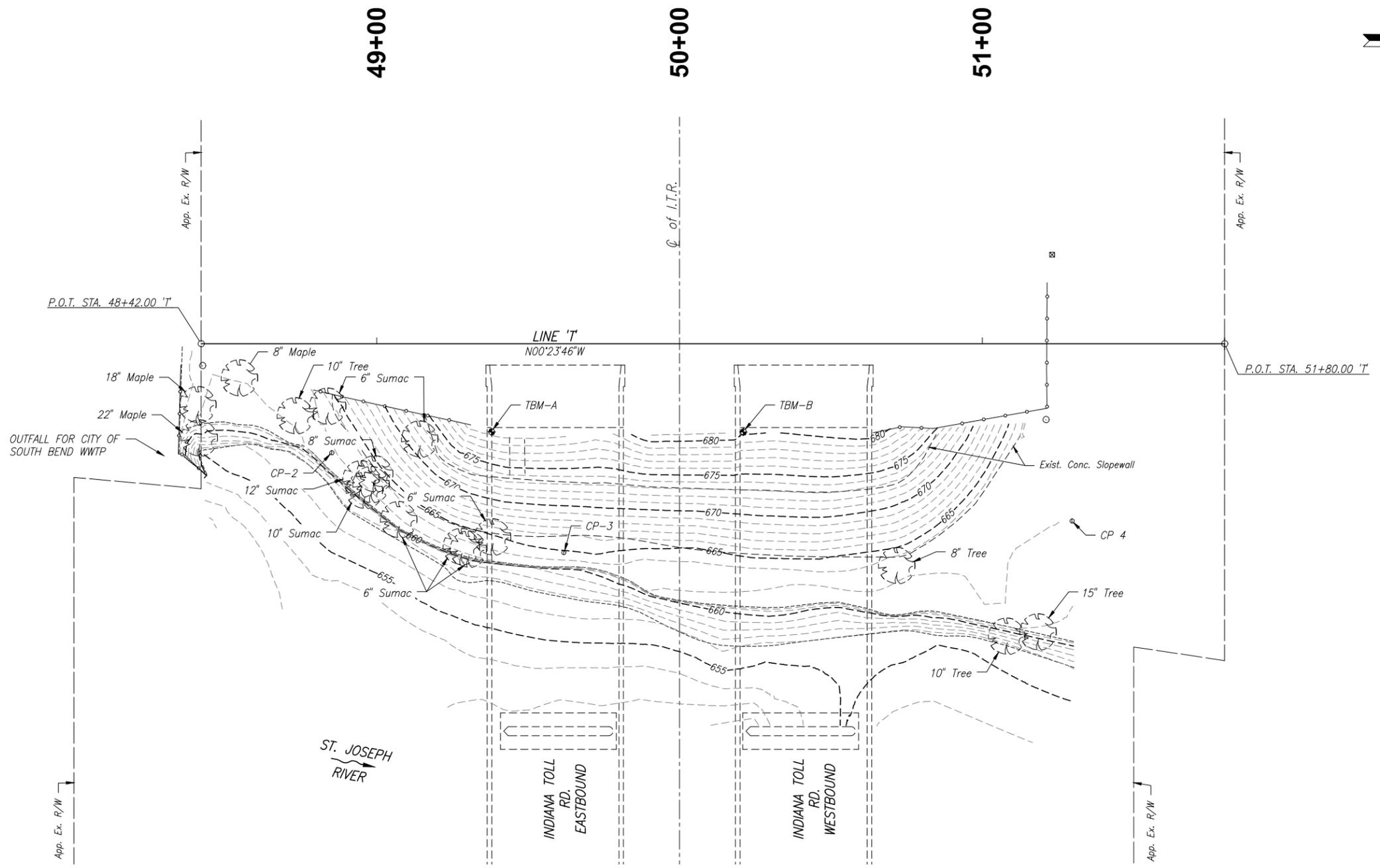
*Sky K. Medders* 6/30/15  
SIGNATURE DATE

INDIANA TOLL ROAD  
ITR CONCESSION COMPANY LLC  
TITLE SHEET

REVISIONS	HORIZONTAL SCALE	PROJECT NUMBER
	VERTICAL SCALE	201473.00
DRAWN: BJS	SURVEY BOOK	SHEETS
CHECKED: SKM	DATE	1 OF 9
	JUNE, 2015	

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**VERTICAL CONTROL TABLE**

POINT No.	STATION	OFFSET	ELEVATION	DESCRIPTION
TBM-A	49+37.95	29.06' R	684.62	SOUTH BRIDGE SEAT
TBM-B	50+21.10	29.11' R	684.65	SOUTH BRIDGE SEAT

**HORIZONTAL CONTROL TABLE**

POINT No.	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
CP-1	2,358,493.2670	163,861.6198	46+68.48	26.62' L	CAPPED REBAR, (LFA) NOT SHOWN
CP-2	2,358,710.3560	163,922.6784	48+85.14	35.93' R	CAPPED REBAR, (LFA)
CP-3	2,358,787.1980	163,955.0183	49+61.76	68.81' R	CAPPED REBAR, (LFA)
CP-4	2,358,954.9250	163,943.4315	51+29.56	58.38' R	CAPPED REBAR, (LFA)

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

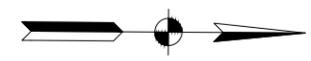
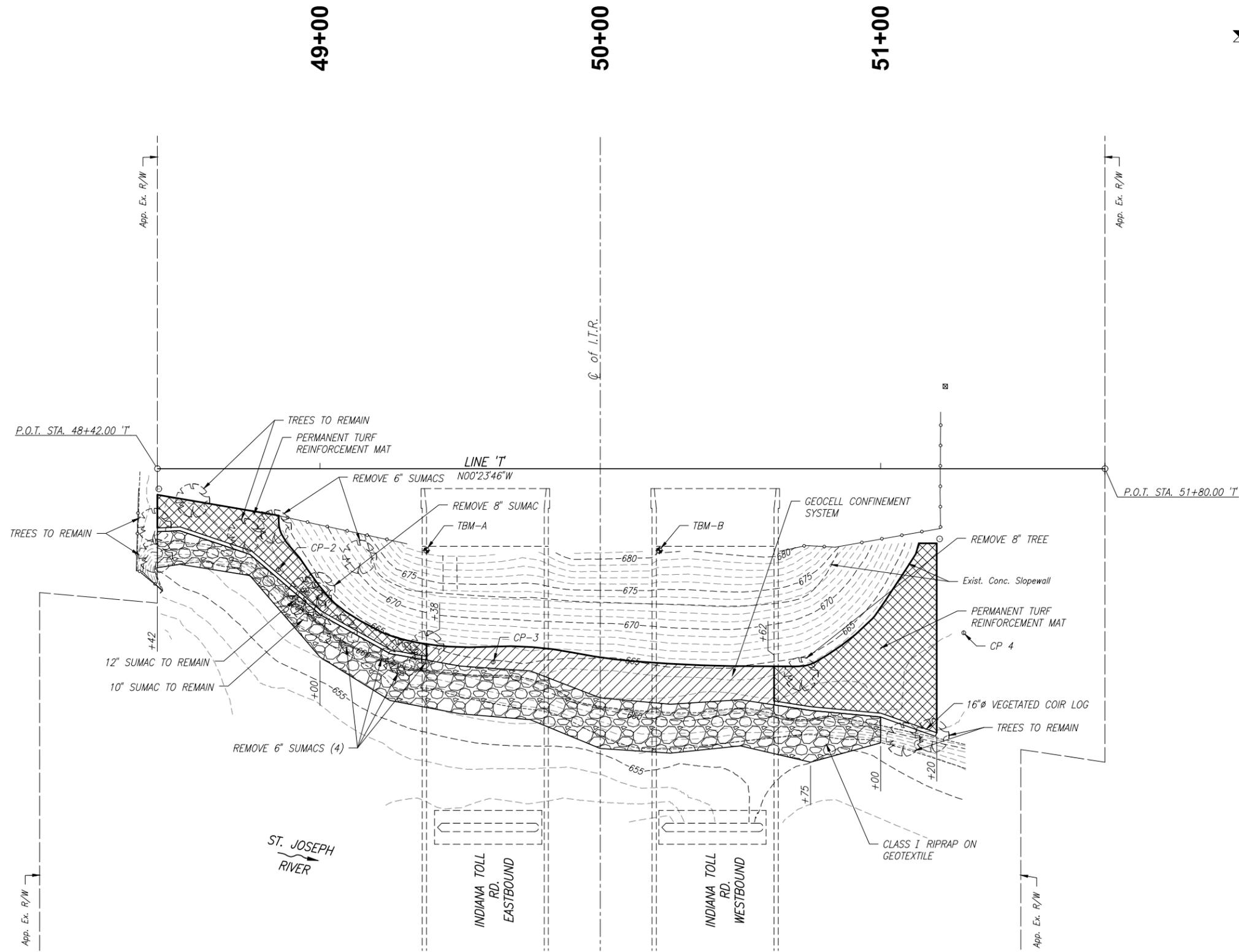
SKY K. MEDORS  
 REGISTERED  
 No. 10100889  
 STATE OF INDIANA  
 PROFESSIONAL ENGINEER

*Sky K. Medors* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC  
 EXISTING  
 SITE PLAN

REVISIONS	HORIZONTAL SCALE 1" = 40'	PROJECT NUMBER <b>201473.00</b>
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CHECKED: SKM	DATE JUNE, 2015	

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

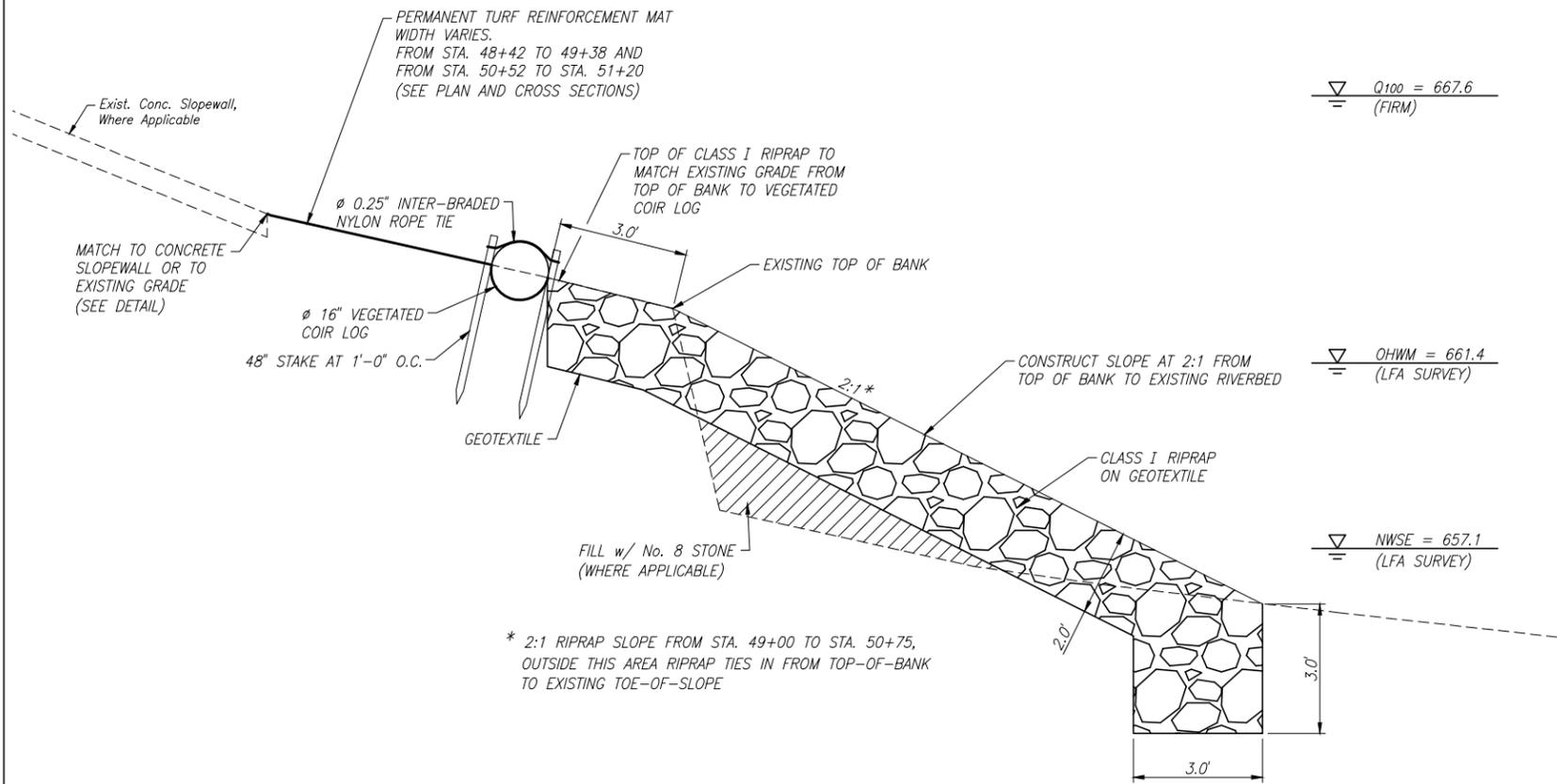


*Sky K. Madore* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC  
 PROPOSED  
 SITE PLAN

REVISIONS	HORIZONTAL SCALE 1" = 40'	PROJECT NUMBER <b>201473.00</b>
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\* 2:1 RIPRAP SLOPE FROM STA. 49+00 TO STA. 50+75,  
 OUTSIDE THIS AREA RIPRAP TIES IN FROM TOP-OF-BANK  
 TO EXISTING TOE-OF-SLOPE

**TYPICAL SECTION**

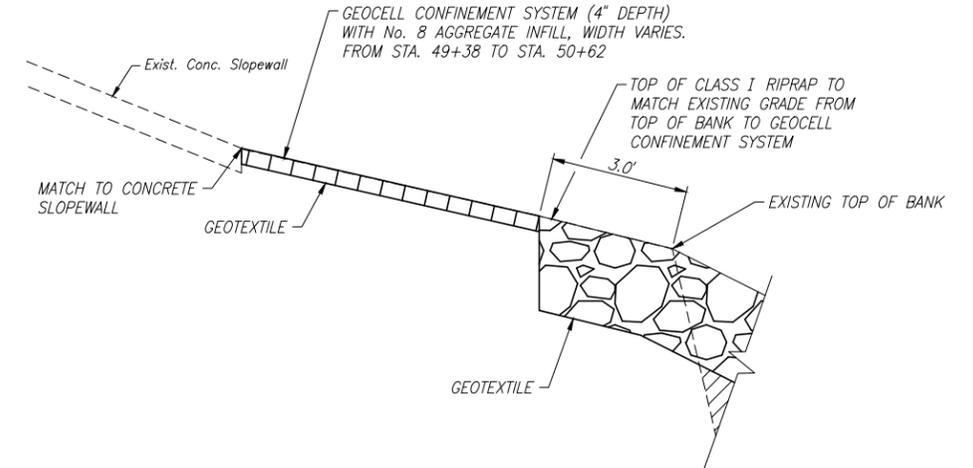
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STA. 48+42 TO STA. 51+20



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(FIRM)

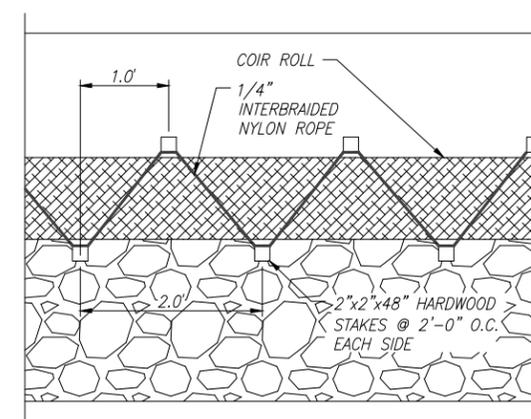
OHWM = 661.4  
(LFA SURVEY)

NWSE = 657.1  
(LFA SURVEY)



**TYPICAL SECTION  
GEOCELL CONFINEMENT SYSTEM**

SCALE: 1:4  
STA. 49+38 TO STA. 50+62



**COIR LOG STAKING & INTERLACING DETAIL**

SCALE: NONE

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

SKY K. MEDORS  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 10100889  
 STATE OF INDIANA

*SKY K. Medors* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
ITR CONCESSION COMPANY LLC

TYPICAL SECTIONS  
& DETAILS

REVISIONS	HORIZONTAL SCALE	PROJECT NUMBER
	VERTICAL SCALE	201473.00
DRAWN: RHK	SURVEY BOOK	SHEETS
CHECKED: SKM	DATE	4 OF 9
	JUNE, 2015	

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CROSS SECTIONS

Scale 1 inch = 5 feet

CUT

FILL

65

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80

85

90

95

100

105

110

120

125

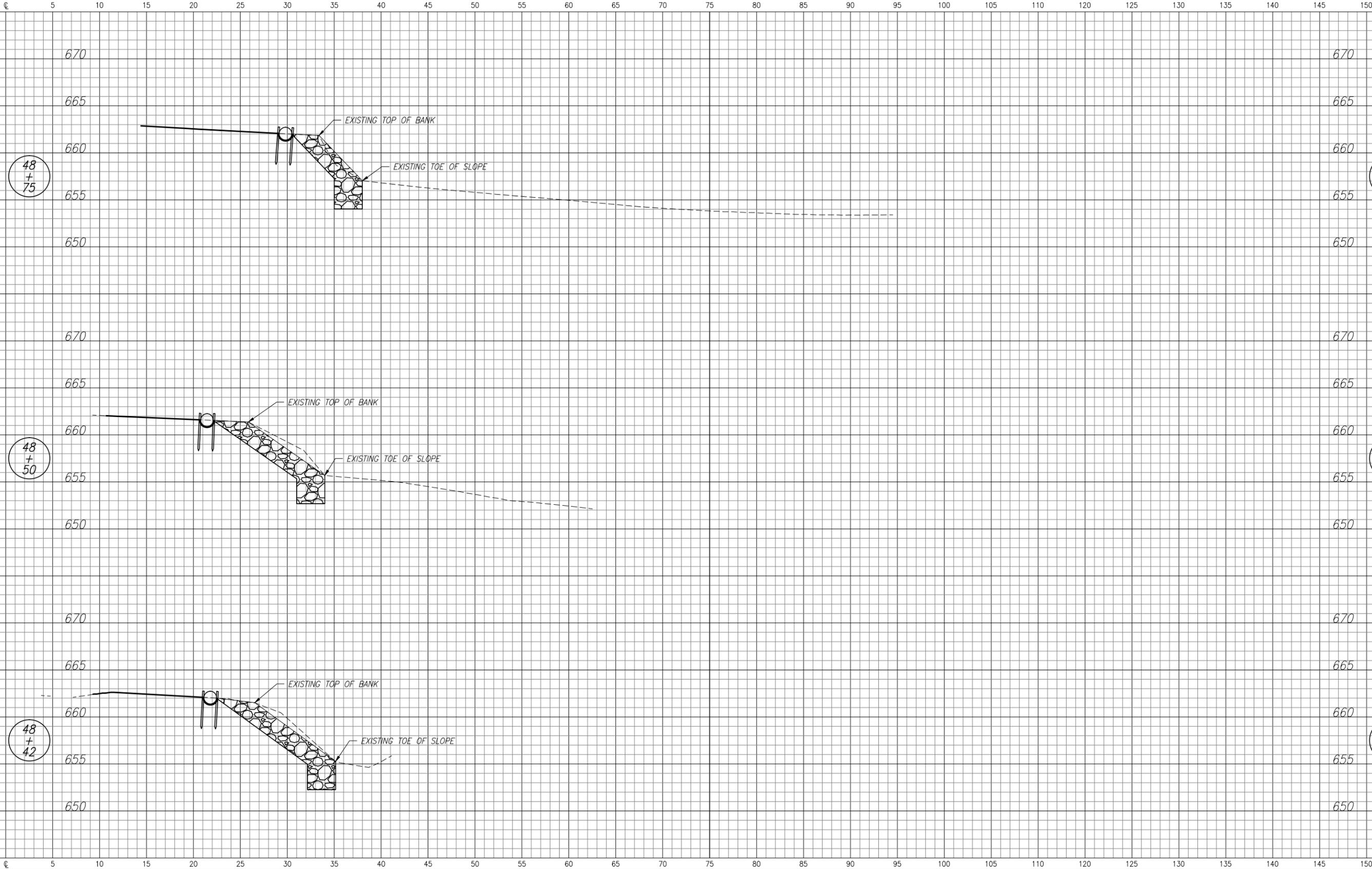
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135

140

145

150



**LFA**  
 LAWSON-FISHER ASSOCIATES P.C.  
 525 W. WASHINGTON AVENUE  
 SOUTH BEND, INDIANA 46601  
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SKY K. MEDORS  
 REGISTERED  
 No. 10100889  
 STATE OF INDIANA  
 PROFESSIONAL ENGINEER

*SKY K. MEDORS* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC

CROSS SECTIONS  
 LINE 'T'

REVISIONS	HORIZONTAL SCALE 1" = 10"	PROJECT NUMBER <b>201473.00</b>
	VERTICAL SCALE 1" = 10"	
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CHECKED: SKM	DATE JUNE, 2015	

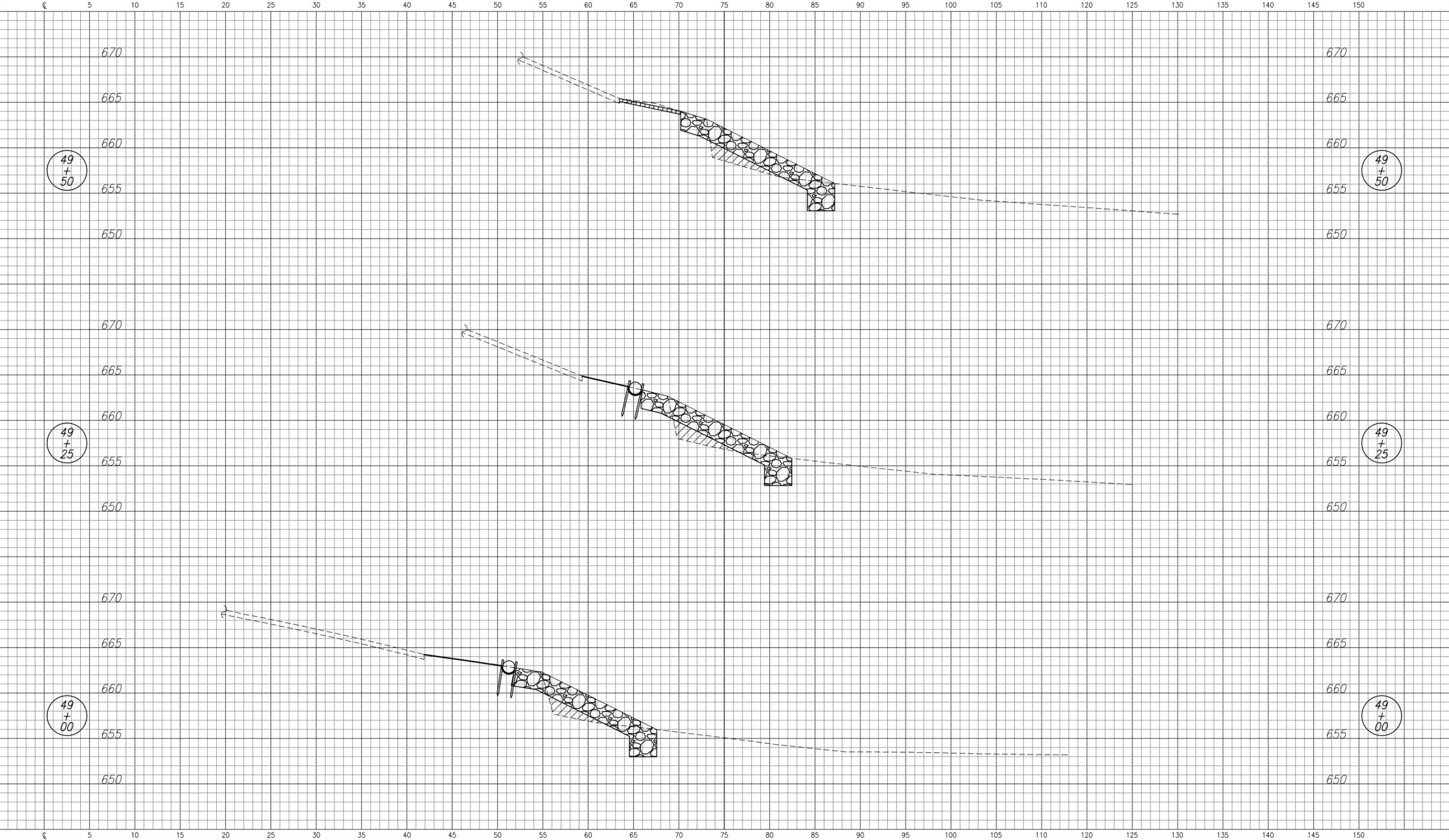
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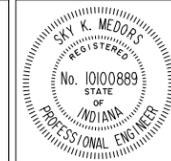
Scale 1 inch = 5 feet

CUT

FILL



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



*SKM K. Medors* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC

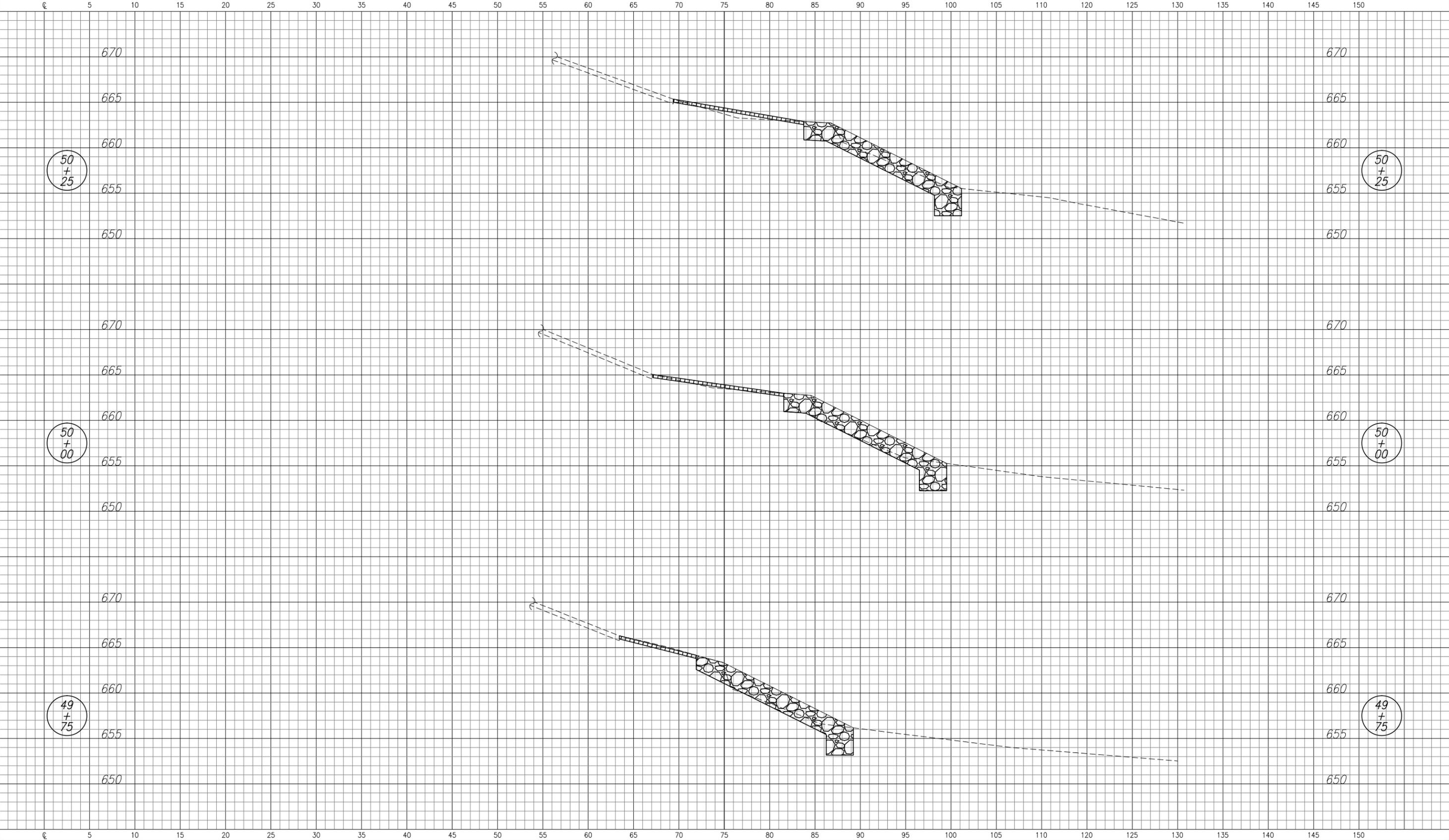
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	VERTICAL SCALE 1" = 10'	
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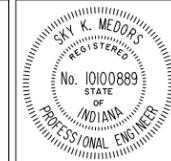
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CROSS SECTIONS

Scale 1 inch = 5 feet



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



*SKM K. Medors* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC

CROSS SECTIONS  
 LINE 'T'

REVISIONS
DRAWN: BJS
CHECKED: SKM

HORIZONTAL SCALE 1" = 10'
VERTICAL SCALE 1" = 10'
SURVEY BOOK -
DATE JUNE, 2015

PROJECT NUMBER <b>201473.00</b>
SHEETS <b>7</b> OF <b>9</b>

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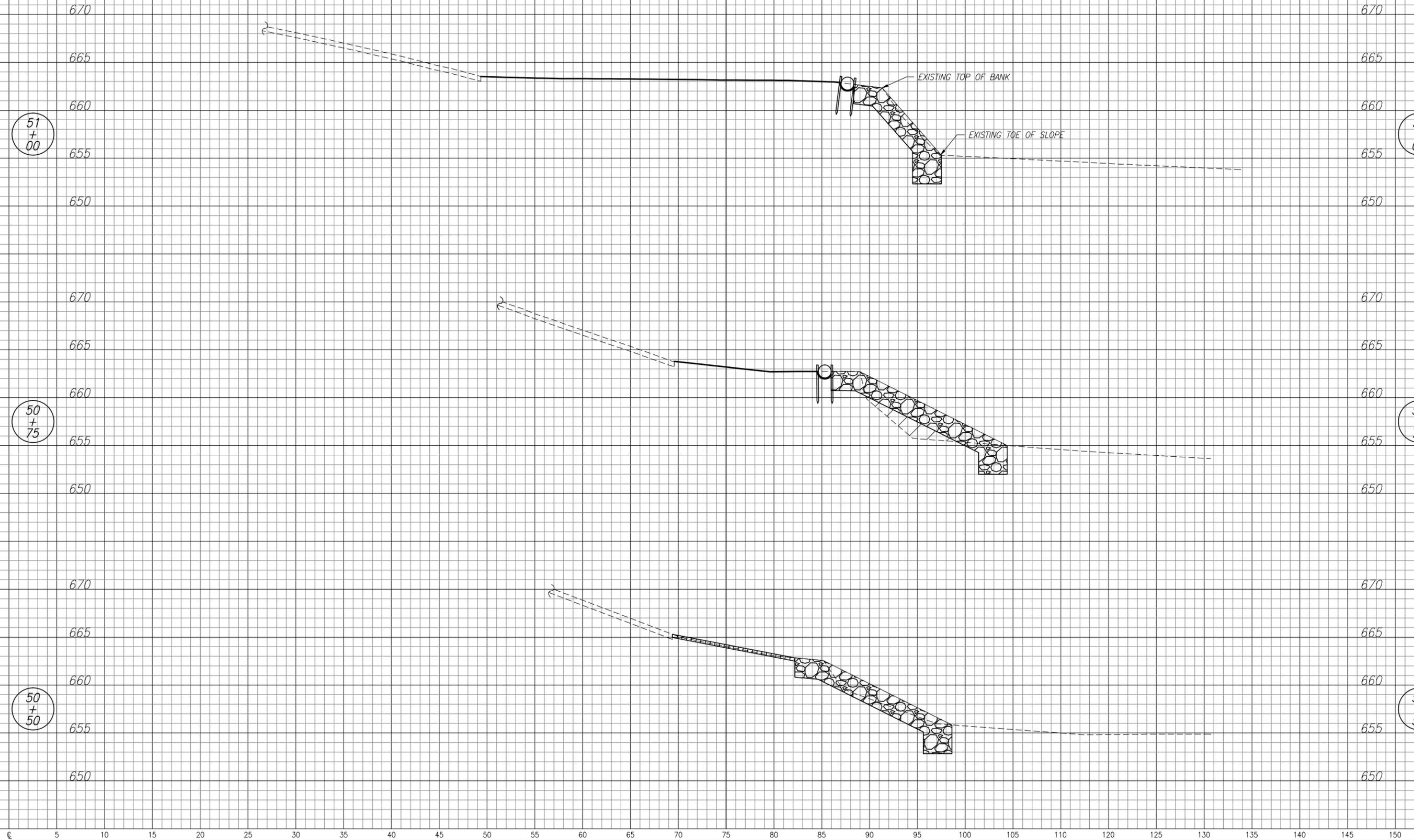
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Scale 1 inch = 5 feet

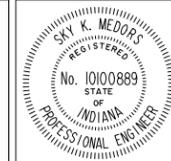
CUT

FILL

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100 105 110 120 125 130 135 140 145 150



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



*SKY K. MEDORS* 6/30/15  
 SIGNATURE DATE

INDIANA TOLL ROAD  
 ITR CONCESSION COMPANY LLC

CROSS SECTIONS  
 LINE 'T'

REVISIONS	HORIZONTAL SCALE 1" = 10'	PROJECT NUMBER <b>201473.00</b>
	VERTICAL SCALE 1" = 10'	
DRAWN: BJS	SURVEY BOOK -	SHEETS <b>8</b> OF <b>9</b>
CHECKED: SKM	DATE JUNE, 2015	

BJT - 6/29/2015 10:03 AM - U:\2014\201473\_00 ITRCC Str28-1\Cad\C3D\Design Files\147300D\_CO.dwg (XS\_5\_T)

CROSS SECTIONS

Scale 1 inch = 5 feet

0 5 10 15 20 25 30 35 40 45 50 55 60 65 CUT 70 75 80 FILL 85 90 95 100 105 110 120 125 130 135 140 145 150

670  
665  
660  
655  
650

670  
665  
660  
655  
650

51  
+  
25

51  
+  
25

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*Sky K. Medors* 6/30/15  
SIGNATURE DATE

INDIANA TOLL ROAD  
ITR CONCESSION COMPANY LLC

CROSS SECTIONS  
LINE 'T'

REVISIONS	HORIZONTAL SCALE 1" = 10'	PROJECT NUMBER <b>201473.00</b>
DRAWN: BJS	VERTICAL SCALE 1" = 10'	SHEETS <b>9</b> OF <b>9</b>
CHECKED: SKM	SURVEY BOOK - DATE JUNE, 2015	

# **Appendix F**

## **Special Provisions**

## **SUPPLEMENTAL SPECIFICATIONS**

### **GENERAL**

The prosecution and construction of this project are to be accomplished in accordance with the Material and Workmanship provisions of the Indiana Department of Transportation (INDOT) Standard Specifications (2014 Edition), except as specifically modified or augmented by these Supplemental Specifications and the Plans.

### **MATERIALS**

Materials are set forth by Plan notes, INDOT Specifications and by these Supplemental Specifications.

### **CONSTRUCTION METHODS**

Construction shall conform to applicable requirements of the INDOT Standard Specifications (2014 Edition) and these Supplemental Specifications.

### **PERMITS**

The following permits for this project are enclosed:

- Indiana Department of Natural Resources (IDNR) – Construction in a Floodway
- Indiana Department of Environmental Management (IDEM) – Section 401 Water Quality Certification
- Army Corp of Engineers (ACOE) – Section 404 Permit

The Contractor shall comply with all conditions noted in the above permits. The permits are located in Appendix A of these Supplementary Specifications. The Contractor shall prepare and submit the information required to obtain an amendment to the IDNR – Construction in a Floodway permit for Special Condition No. 3 – “do not work in the waterway from March 15 through June 15 and from July 15 through November 30 without prior written approval of the Division of Fish & Wildlife.”

## VEGETATED COIR LOGS

### DESCRIPTION

This work shall consist of placing a vegetated coir roll as noted on the project plans.

### MATERIALS

Materials shall be in accordance with the following:

The vegetated coir roll with knotless virgin polypropylene net exterior shall be 100% machine pressed coir fiber. Coir fiber shall be compressed to a density of 9 lbs/cu ft. Coir fiber shall have a moisture content not exceeding 15% and a maximum allowable of 3% pith dust and foreign matter. Knotless virgin polypropylene net exterior and factory made integral and continuous coupler system shall have a rhombic opening and shall meet the following properties:

<i>Net thickness</i>	<i>0.1 inches per ASTM D-5199</i>
<i>Net Grab Tensile</i>	<i>250 lbs min. per ASTM D-4632</i>
<i>Net UV Resistance</i>	<i>250 kly</i>
<i>Net Mesh Bar Length</i>	<i>1.75 inches</i>

Vegetated coir rolls shall be furnished with a Type C Certification in accordance with 916, by the manufacturer or vendor that the products supplied comply with and meet the following properties:

Specified core and exterior net material properties, the botanical name, common name and percentage by count of a minimum of five of each native plant species and variety listed below:

<i>Carex emori</i>	<i>River Tussock Sedge</i>
<i>c. frankii</i>	<i>Frank's Sedge</i>
<i>c. hystericina</i>	<i>Porcupine Sedge</i>
<i>c. normalis</i>	<i>Spreading Oval Sedge</i>
<i>c. pellita</i>	<i>Wooly Sedge</i>
<i>c. Vulpinoidea</i>	<i>Fox Sedge</i>
<i>Glyceria striata</i>	<i>Fowl Manna Grass</i>
<i>Juncus effuses</i>	<i>Soft Rush</i>

The date of coir roll manufacture and planting: The planting date of vegetated coir roll must be a minimum of two months prior to installation. This is to be documented with a certified and notarized letter.

Cored planting holes shall be a minimum of 1-1/2 diameter by 6 in. deep. There shall be twenty planting holes per each 10 ft. long coir roll section.

## **CONSTRUCTION REQUIREMENTS**

The coir roll shall be installed in accordance with the following:

Vegetated coir rolls shall be 16 in. in diameter and placed as indicated on the plans. Coir rolls shall be vegetated and installed per manufacturer's recommendations.

A qualified representative from the vendor shall be available and on site during installation on an as-needed basis during construction as directed by the Engineer. Installing plants into coir rolls on site shall not be substituted for installing mature vegetated coir rolls with roots protruding the bottom of the coir roll core.

## **MEASUREMENT AND PAYMENT**

The actual length of Coir log installed and accepted shall be measured for payment at the per linear foot price bid for that item. The cost of all necessary incidentals including staking and installing the coir roll shall be included in the cost of the pay item.

## **TURF REINFORCEMENT MAT**

### **DESCRIPTION**

The Contractor shall furnish all necessary equipment, labor and materials required to complete the installation of the Turf Reinforcement Mat (TRM) at the locations shown on the project plans.

### **MATERIAL**

The Turf Reinforcement Mats shall be Tensar – North American Green, VMax P550 Permanent Turf Reinforcement Mat or approved equal. The Native Seed Mix to be used is located on the following page.

### **CONSTRUCTION REQUIREMENTS**

The Turf Reinforcement Mats shall be installed in accordance with the manufacturer's recommendations. The areas shall be stripped of existing vegetation and 4-inches of topsoil and seed shall be placed prior to the installation of the mat.

### **MEASUREMENT AND PAYMENT**

The area of Turf Reinforcement Mat completed and accepted shall be measured for payment at the per square yard price. The topsoil and seeding required for the TRM will not be paid for separately and should be included in the unit price for the TRM.

- A. Low-Profile Native Seed Mix: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed and not more than 0.5 percent weed seed.

NATIVE SEED MIX

<b>Botanical Name</b>	<b>Common Name</b>	<b>PL Ounces/Acre</b>
<b>Permanent Grasses:</b>		
Andropogon gerardii	Big Bluestem	48.00
Bouteloua curtipendula	Side-Oats Grama	16.00
Carex spp.	Prairie Sedge Mix	4.00
Elymus Canadensis	Canada Wild Rye	32.00
Elymus virginicus	Virginia Wild Rye	24.00
Panicum Virgatum	Switch Grass	12.00
Schizachyrium scoparium	Little Bluestem	32.00
Sorghastrum nutans	Indian Grass	32.00
		Total 200.00
<b>Temporary Cover:</b>		
Avena sativa	Common Oat	512.00
Lolium multiflorum	Annual Rye	240.00
		Total 752.00
<b>Forbs:</b>		
Anemone cylindrica	Thimble Weed	0.50
Asclepias tuberosa	Butterfly Milk Weed	2.00
Aster ericoides	Heath Aster	0.25
Aster laevis	Smooth Blue Aster	0.75
Aster novae-angliae	New England Aster	0.25
Baptisia lacteal	White Wild Indigo	2.00
Chamaecrista fasciculata	PartridgePea	14.00
Coreopsis lanceolate	Sand Coreopsis	5.00
Coreopsis palmate	Prairie Coreopsis	1.00
Dalea candida	White Prairie Clover	1.50
Dalea purpurea	Purple Prairie Clover	1.50
Echinacea purpurea	Broad-Leaved Purple Coneflower	7.00
Eryngium yuccifolium	Rattlesnake Master	2.50
Lespedeza capitata	Round-Head Bush Clover	2.00
Liatris aspera	Rough Blazing Star	0.50
Lupinus perennis	Wild Lupine	2.00
Monarda fistulosa	Wild Bergamot	0.75
Parthenium integrifolium	Wild Quinine	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Pycnanthemum virginianum	Common Mountain Mint	1.00
Ratibida pinnata	Yellow Coneflower	4.00
Rubdeckia hirta	Black-Eyed Susan	5.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.0
Silphium Integrifolium	Rosin Weed	3.00
Silphium terebinthinaceum	Prairie Dock	0.50
Solidago nemoralis	Old-Field Goldenrod	0.50

<b>Botanical Name</b>	<b>Common Name</b>	<b>PLA Ounces/Acre</b>
<b>Forbs - Continued</b>		
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Common Spiderwort	0.75
Veronia spp.	Ironweed (Various Mix)	1.75
Veronicastrum virginianum	Culvers Root	0.25
		Total 63.75

## **GEOCELL CONFINEMENT SYSTEM**

### **DESCRIPTION**

The Contractor shall furnish all necessary equipment, labor and materials required to complete the installation of Geocell Confinement System at the locations shown on the project plans.

### **MATERIAL**

The Geocell Confinement System shall be Presto Geosystems, 4-inch depth, GW20V Perforated Geoweb System or approved equal. The Geocell Confinement System shall be 4-inches in depth and filled with No. 8 Aggregate.

### **CONSTRUCTION REQUIREMENTS**

The Geocell Confinement System shall be installed and anchored in accordance with the manufacturer's recommendations. The Geocell Confinement System shall be placed on geotextile and filled with No. 8 Aggregate.

### **MEASUREMENT AND PAYMENT**

The area of Geocell Confinement System completed and accepted shall be measured for payment at the per square yard price. The No. 8 Aggregate will not be paid for separately and should be included in the unit price for the Geocell Confinement System.

***APPENDIX A***  
***PERMITS***



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
DETROIT DISTRICT, CORPS OF ENGINEERS  
REGULATORY OFFICE  
MICHIANA BRANCH  
2422 VIRIDIAN DRIVE, SUITE 200  
SOUTH BEND, INDIANA 46628

June 15, 2015

Engineering & Technical Services  
Regulatory Office  
File No. LRE-2015-00149-171

Robert Ladson  
ITR Concession Company, LLC  
52551 Ash Rd  
Granger, Indiana 46530

Dear Mr. Ladson:

Reference your application for a Department of the Army (DA) permit to discharge fill in the St. Joseph River at the Indiana Toll Road crossing near South Bend Indiana (Section 26, Township 38 North, Range 2 East, St. Joseph County).

Under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act, Chicago, Louisville, and Detroit Districts reissued Regional Permit LRE-2014-00571-100 on December 15, 2014, for certain activities having minimal impact in Indiana. We have verified that your proposed work shown on the enclosed plans and described below is authorized under the Regional Permit. You may proceed with the work subject to the enclosed general conditions, any noted special conditions, and Indiana Department of Environmental Management (IDEM) Section 401 Water Quality Certification.

The following work is authorized, as shown on the attached plans:

Discharge approximately 258 cubic yards of riprap and 20 cubic yards of No. 8 stone over geotextile fabric along 258 linear feet of the St. Joseph River for a bank stabilization project. The bank will be reshaped to a 2:1 slope prior to the placement of the riprap.

Any construction activity other than that shown on the plans may not qualify for the Regional Permit. If you plan changes or additional activities from those depicted on the plans, please submit them to this office for review prior to construction.

Upon completion of the work authorized by this Regional Permit, the enclosed Completion Report form must be completed and returned to this office. This verification is valid until December 15, 2019, or 1 year from the date of this letter, whichever occurs later, unless the Regional Permit is modified, suspended, or revoked.

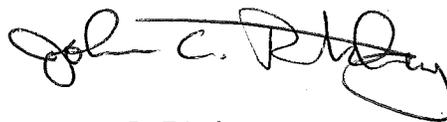
Also enclosed with this letter is a Preliminary Jurisdictional Determination (PJD). This determination advises an interested party that the Corps of Engineers believes there may be waters and/or wetlands of the United States on the property that fall under

the Corps' regulatory authority. A PJD enables the Corps and a permit applicant or other affected party to resolve certain jurisdiction and permit issues without expending time on making an official determination of the Corps' jurisdiction. At any time, an applicant/affected party may request an approved jurisdictional determination, which would provide an official determination of jurisdictional waters on a site. An approved jurisdictional determination can be administratively appealed (information regarding the appeals process would be provided to you should the situation arise). If use of a PJD satisfies your needs with respect to the above-discussed activity, please sign and return a copy of the PJD to our office within 30 days of the date of this letter. As stated in paragraph 2 of the enclosed PJD, undertaking the work subject to this permit verification, even if you do not return a signed copy of the PJD, constitutes acceptance of the use of the PJD and agreement that all wetlands and waterbodies on the site affected in any way by the work in question are jurisdictional waters of the United States.

We are interested in your thoughts and opinions concerning your experience with the Detroit District, Corps of Engineers Regulatory Program. If you are interested in letting us know how we are doing, you can complete an electronic Customer Service Survey from our web site at: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=136:4:0](http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0). Alternatively, you may contact us and request a paper copy of the survey that you may complete and return to us by mail or fax. Thank you for taking the time to complete the survey. We appreciate your feedback.

Should you have any questions, please contact me at the above address, by E-Mail at [John.C.Ritchey@usace.army.mil](mailto:John.C.Ritchey@usace.army.mil), or by telephone at 574-232-1952 ext. 21962. In all communications, please refer to File Number LRE-2015-00149-171.

Sincerely,



John C. Ritchey  
Project Manager  
Michiana Branch

Enclosures

Copy Furnished

IDNR  
IDEM/Smedley  
Enforcement

GENERAL CONDITIONS:

1. *Navigation:* (a) No activity authorized by the RGP may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. *Aquatic Life:* No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. *Spawning Areas:* Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. *Migratory Bird Breeding Areas:* Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. *Shellfish Beds:* No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to an authorized shellfish harvesting activity, or is a shellfish seeding or habitat restoration activity.

6. *Suitable Materials:* No activity, including structures and work in waters of the U.S. or discharges of dredged or fill material, may use unsuitable material, including auto bodies, tires, garbage or debris, scrap lumber, metal refuse, roofing materials, asphalt or other bituminous material, broken concrete containing asphalt, or any material which would

cause water pollution as defined by the Indiana Department of Environmental Management.

7. *Water Supply Intakes:* The permittee shall not perform any work under the RGP where the discharge of dredged and/or fill material will occur in the proximity of a public water supply intake except where the activity is for the repair or improvement of the public water supply intake structures or adjacent bank stabilization.

8. *Safety of Impoundment Structures:* To ensure that all impoundment structures are safely designed, the District Engineer may require non-federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons, i.e., a licensed engineer. The District Engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

9. *Adverse Effects from Impoundments:* If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

10. *Management of Water Flows:* To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

11. *Fills Within 100-Year Floodplains:* The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

12. *Equipment:* All construction equipment shall be refueled and maintained on an upland site away from existing streams, drainage ways and wetland areas. Heavy equipment working in wetlands must be placed on mats, or other measures taken to minimize soil disturbance.

13. *Soil Erosion and Sedimentation Controls:* Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as

any work below the ordinary high water mark, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

14. *Removal of Temporary Fills:* Temporary fills must be removed in their entirety and the affected areas returned to pre-construction conditions (i.e., elevation, contours, re-establishment of vegetation, etc.).

15. *Proper Maintenance:* Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable general conditions, as well as any activity-specific conditions added by the District Engineer to an RGP authorization.

16. *Single and Complete Project:* The activity must be a single and complete project. The same RGP cannot be used more than once for the same single and complete project.

17. *Endangered Species:* (a) No activity is authorized under the RGP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under the RGP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements. The District Engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the RGP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work. The District Engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-federal applicant of the Corps

determination within 45-days of receipt of a complete pre-construction notification. In cases where the non-federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the USFWS the District Engineer may add species-specific regional endangered species conditions to the RGP.

(e) Authorization of an activity under the RGP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS Service, the ESA prohibits any person subject to the jurisdiction of the United States to take listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS or their webpages on the Internet.

18. *Migratory Birds and Bald and Golden Eagles:* The permittee is responsible for obtaining any "take" permits required under the USFWS' regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such "take" permits are required for a particular activity.

19. *Migratory Bird Breeding Areas:* Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

20. *Historic Properties:* The permittee shall not perform any activity under the RGP which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places until the District Engineer has complied with the provisions of 33 CFR Part 325, Appendix C. The permittee must notify the District Engineer if the activity authorized by the RGP may affect any historic properties

listed, determined to be eligible or which the permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin construction until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the IDNR, Division of Historic Preservation and Archaeology.

If the permittee discovers any previously unknown historic or archaeological remains while accomplishing the activity authorized by the RGP, work must be immediately stopped and the Corps immediately notified. The District will initiate the Federal, tribal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

*21. Discovery of Previously Unknown Remains and Artifacts:*

If you discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the District Engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The District Engineer will initiate the federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

*22. Mitigation:* The permittee shall provide a mitigation/monitoring plan for any activity where the adverse impact (i.e., loss of waters) on special aquatic sites (including wetlands) exceeds 0.10 acre (4,356 sq. ft.) or is determined to be more than minimal impact. The permittee shall also provide a mitigation/monitoring plan for any channelization, encapsulation, or relocation of greater than 300 linear feet of stream, unless there is no net loss of function, in which case the District Engineer will determine, on a case-by-case basis, if mitigation is required. All mitigation plans will include a minimum 50-foot wide buffer between the edge of the mitigation project site and the waters and/or wetlands to be affected unless a shorter distance has been specifically approved under the RGP. If a

shorter distance is approved, it is incumbent on the applicant to demonstrate that no practicable alternatives are available in meeting the required buffer widths. If mitigation is required, the permittee shall develop the mitigation site concurrently with permitted impacts. The mitigation proposal must be in compliance with Title 33 CFR Parts 325 and 332, Compensatory Mitigation for Losses of Aquatic Resources, as published April 10, 2008 in the Federal Register, Vol. 73, No. 70.

*23. Water Quality:* If an individual 401 WQC is required, the permittee must provide a copy of it to the Corps. The permittee must comply with any case specific special conditions added by the Corps or by the Section 401 WQC. The conditions imposed in the Section 401 WQC are also conditions of this RGP.

*24. Minimization/Avoidance:* Discharges of dredged or fill material into waters of the U.S. must be minimized or avoided to the maximum extent practicable at the project site (i.e. on-site). In determining the minimal impact threshold, the Districts will consider the direct and secondary impacts of the fill or work and any mitigation measures.

*25. Access:* Representatives from the Corps of Engineers and/or IDEM may inspect any authorized activity or mitigation site at any time deemed necessary to ensure compliance with the terms and conditions of the RGP, Section 401 WQC, and applicable laws.

*26. Construction Period:* If construction of the project has commenced, or is under contract to commence prior to the expiration date, the applicant must complete the project within one (1) year of the RGP expiration date. If you find you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 3 months prior to the expiration date.

*27. Reporting:* The permittee, after completion of work under the RGP, shall submit a signed certification letter regarding the completed work and required mitigation, if applicable. The certification letter will include a statement that the work was done in accordance with the RGP authorization including compliance with all general and special conditions and completion of mitigation work.



# INDIANA TOLL ROAD ITR CONCESSION COMPANY LLC

## BRIDGE PLANS CONTRACT No. XXXX BRIDGE No. STR. 28-1 ST. JOSEPH RIVER BRIDGE

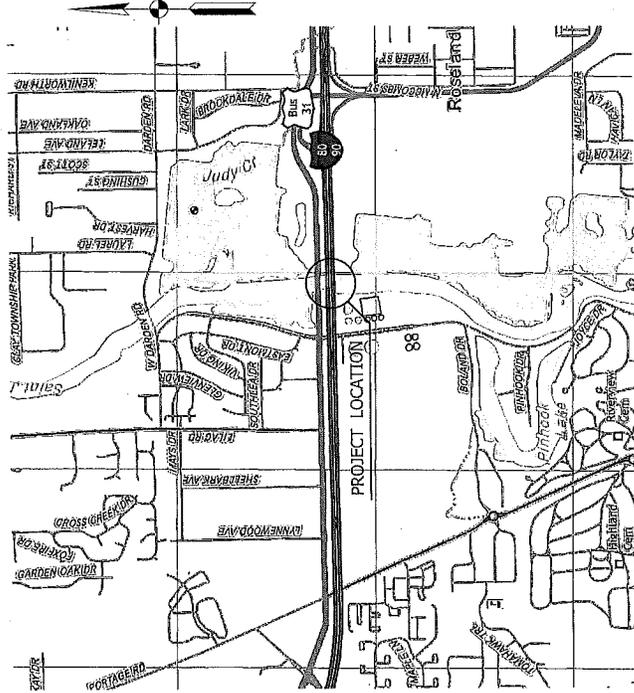
ROUTE IDENTIFICATION: I-90 (MILE +)  
FEATURE CROSSED: SAINT JOSEPH RIVER  
LOCATION: SAINT JOSEPH COUNTY



PROJECT LOCATION SHOWN BY

TRAFFIC - DATA		TOLL ROAD	
CLASS.	V.P.D.	V.P.D.	
AACT.	V.P.D.	V.P.D.	
DIR.	V.P.D.	V.P.D.	
DISTR.	V.P.D.	V.P.D.	
TRIPS	% A.D.T.	% A.D.T.	
	W.D.A.V.	W.D.A.V.	
DESIGN DATA			
DESIGN	DESIGN CRITERIA	DESIGN	DESIGN CRITERIA
FUNCTIONAL CLASSIFICATION		FUNCTIONAL CLASSIFICATION	
RURAL/URBAN		RURAL/URBAN	
ACCESS CONTROL		ACCESS CONTROL	

PROJECT LENGTH	
PROJECT EXCEPTION	ML
BRIDGE LENGTH	ML
ROADWAY LENGTH	ML
TOTAL LENGTH	ML
MAX. GRADE	%



LOCATION MAP

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
1	FILE SPECIFIC PLAN
2	APPROVED SITE PLAN
3	TYPICAL SECTIONS & DETAILS
5-9	CROSS SECTIONS

PRELIMINARY  
JANUARY 22, 2015

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2014  
TO BE USED WITH THESE PLANS

REVISIONS	HORIZONTAL SCALE	VERTICAL SCALE	PROJECT NUMBER
			201473.00
DRAWN: BJS	SURVEY BOOK		SHEETS
CHECKED: SKM	DATE		1 OF 9
	JANUARY, 2015		

INDIANA TOLL ROAD  
ITR CONCESSION COMPANY LLC

NOT FOR CONSTRUCTION

TITLE SHEET

SIGNATURE

DATE

PROJECT NUMBER

CONTRACT NUMBER

BRIDGE NUMBER

SECTION NUMBER

DATE

SCALE

PROJECT NUMBER

CONTRACT NUMBER

BRIDGE NUMBER

SECTION NUMBER

DATE

SCALE

PROJECT NUMBER

CONTRACT NUMBER

BRIDGE NUMBER

SECTION NUMBER

DATE

SCALE

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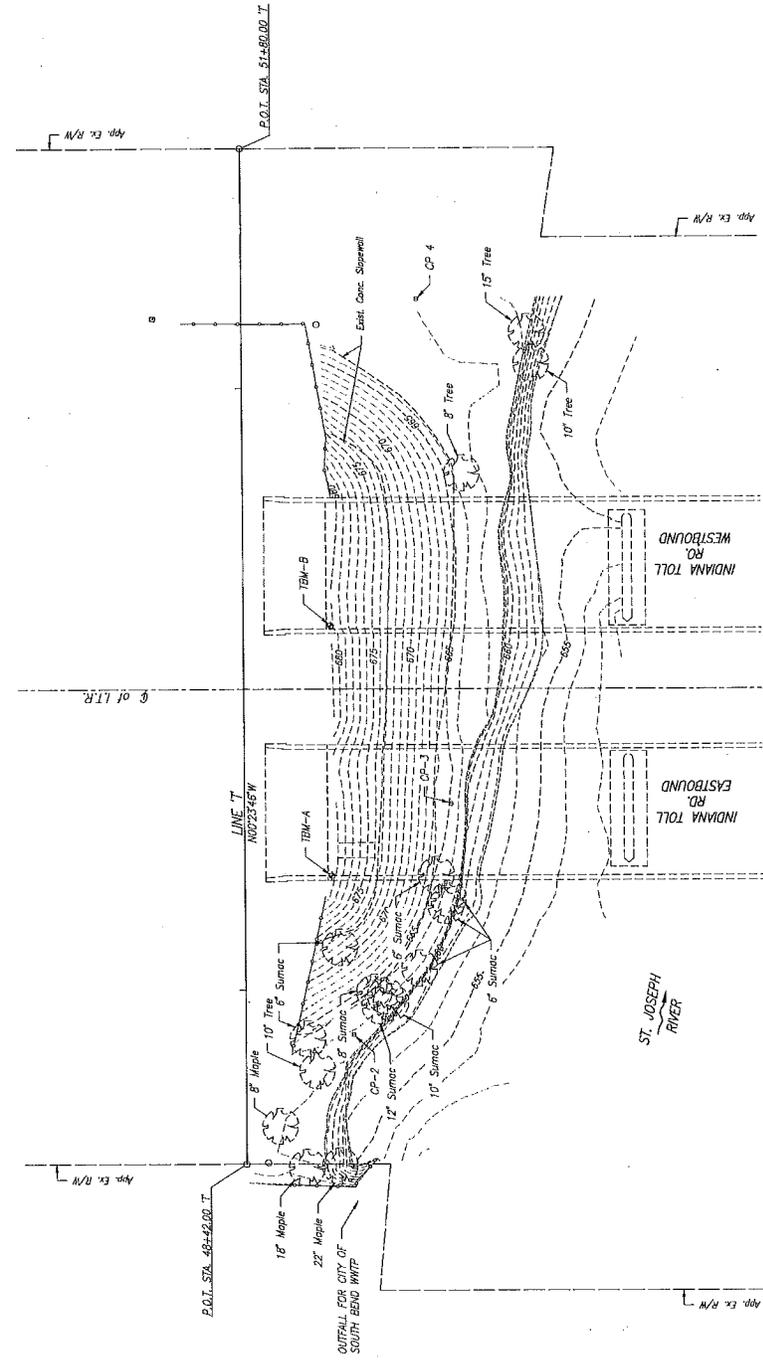
PROJECT NUMBER



49+00

50+00

51+00



**VERTICAL CONTROL TABLE**

POINT No.	STATION	OFFSET	ELEVATION	DESCRIPTION
TBM-A	49+37.65	23.06' R	664.62	SOUTH BRIDGE SEAT
TBM-B	50+21.10	23.11' R	664.65	SOUTH BRIDGE SEAT

**HORIZONTAL CONTROL TABLE**

POINT No.	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
CP-1	2,356,493.2670	163,661.6198	46+48.48	26.62' L	CAPPED REBAR, (L/A) NOT SHOWN
CP-2	2,356,710.3560	163,922.6794	48+45.14	35.93' R	CAPPED REBAR, (L/A)
CP-3	2,356,767.1860	163,955.0183	49+41.76	68.81' R	CAPPED REBAR, (L/A)
CP-4	2,356,954.9250	163,943.4315	51+22.56	56.39' R	CAPPED REBAR, (L/A)

**INDIANA TOLL ROAD**  
ITR CONCESSION COMPANY LLC

NOT FOR CONSTRUCTION

EXISTING SITE PLAN

REVISIONS

DRAWN: BJS  
CHECKED: SKM

HORIZONTAL SCALE  
1" = 20'

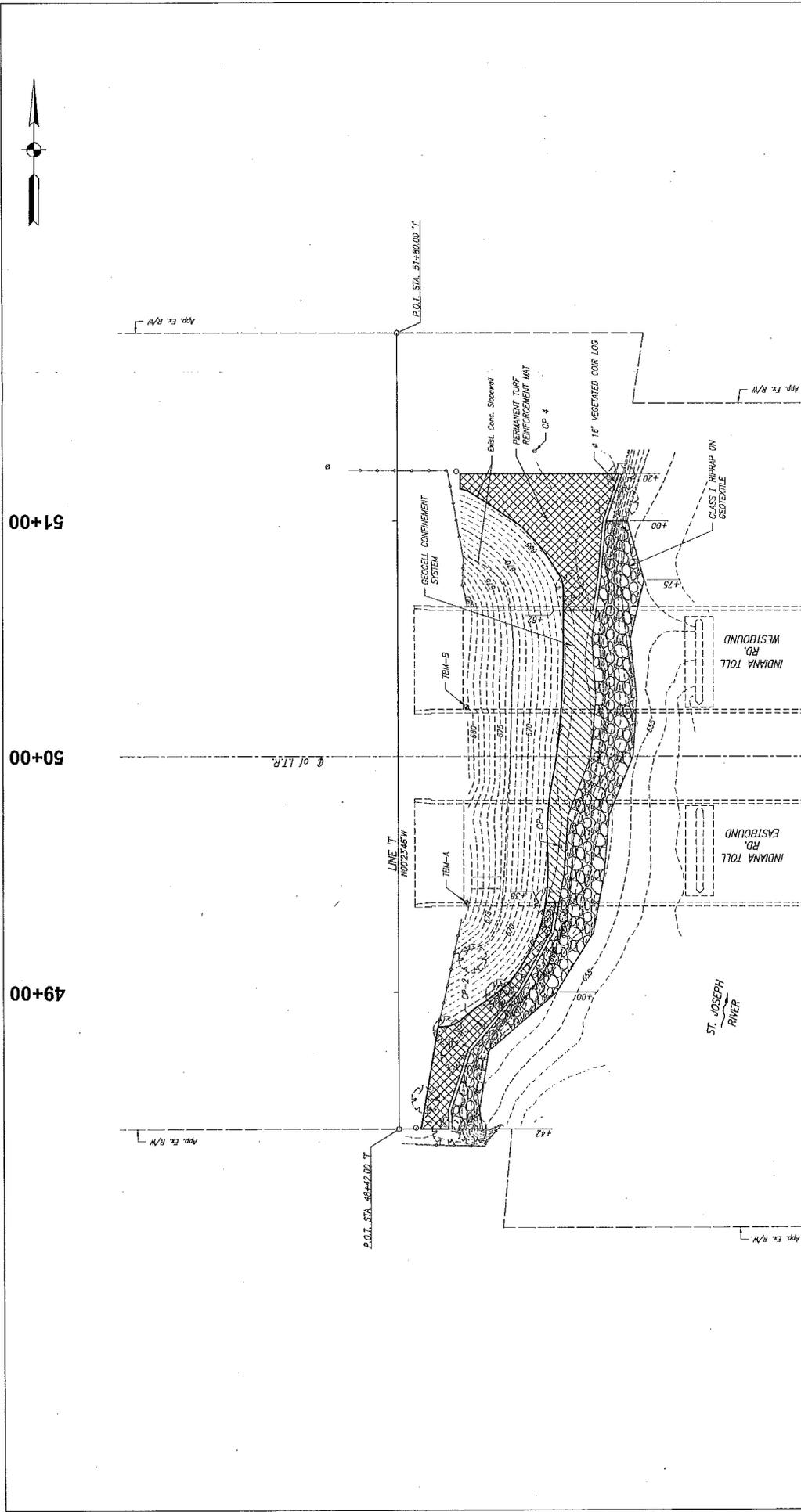
VERTICAL SCALE  
1" = 20'

SHEET BOOK  
DATE  
JANUARY, 2015

PROJECT NUMBER  
**201473.00**

SHEETS  
**2** OF **9**

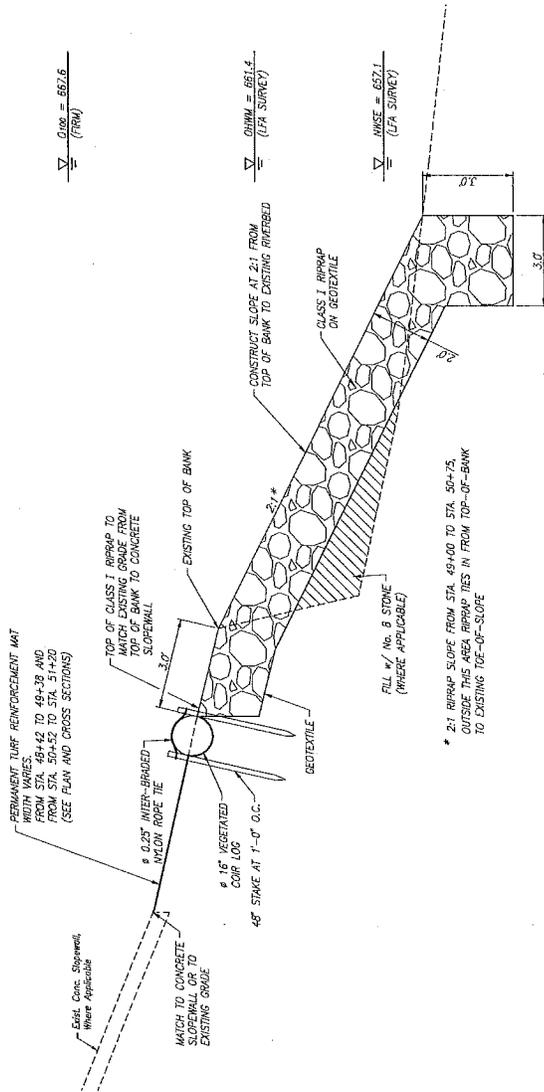
**LF&M**  
LAWSON-FISHER ASSOCIATES P.C.  
525 W. WASHINGTON AVENUE  
SOUTH BEND, INDIANA 46601  
PH. (574) 234-3167



49+00      50+00      51+00

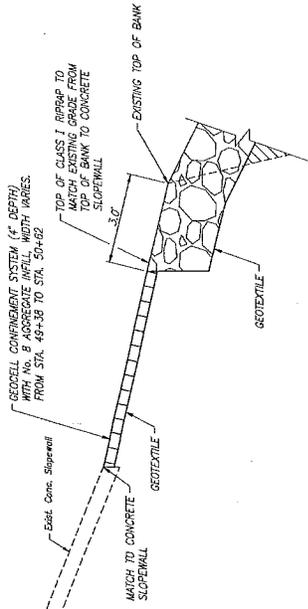


<b>LFAM</b> LAWSON-FISHER ASSOCIATES P.C. 525 W. WASHINGTON AVENUE SOUTH BEND, INDIANA 46601 PH. (574) 284-3167	NOT FOR CONSTRUCTION	REGION: INDIANA DRAWN BY: SKM CHECKED BY: SKM	HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 20' SURVEY BOOK: _____ DATE: JANUARY, 2015	PROJECT NUMBER: 201473.00 SHEETS: 3 OF 9
		INDIANA TOLL ROAD ITR CONCESSION COMPANY LLC PROPOSED SITE PLAN		



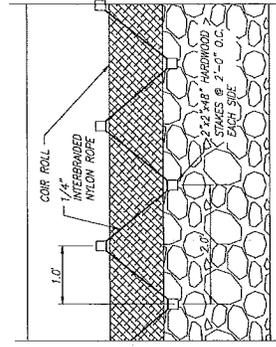
**TYPICAL SECTION**  
SCALE: 1/2"

STA. 49+42 TO STA. 51+20



**TYPICAL SECTION**  
**GEOCELL CONFINEMENT SYSTEM**

SCALE: 1/2"  
STA. 49+38 TO STA. 50+62



**COIR LOG STAKING & INTERLACING DETAIL**  
SCALE: NONE

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

NOT FOR CONSTRUCTION

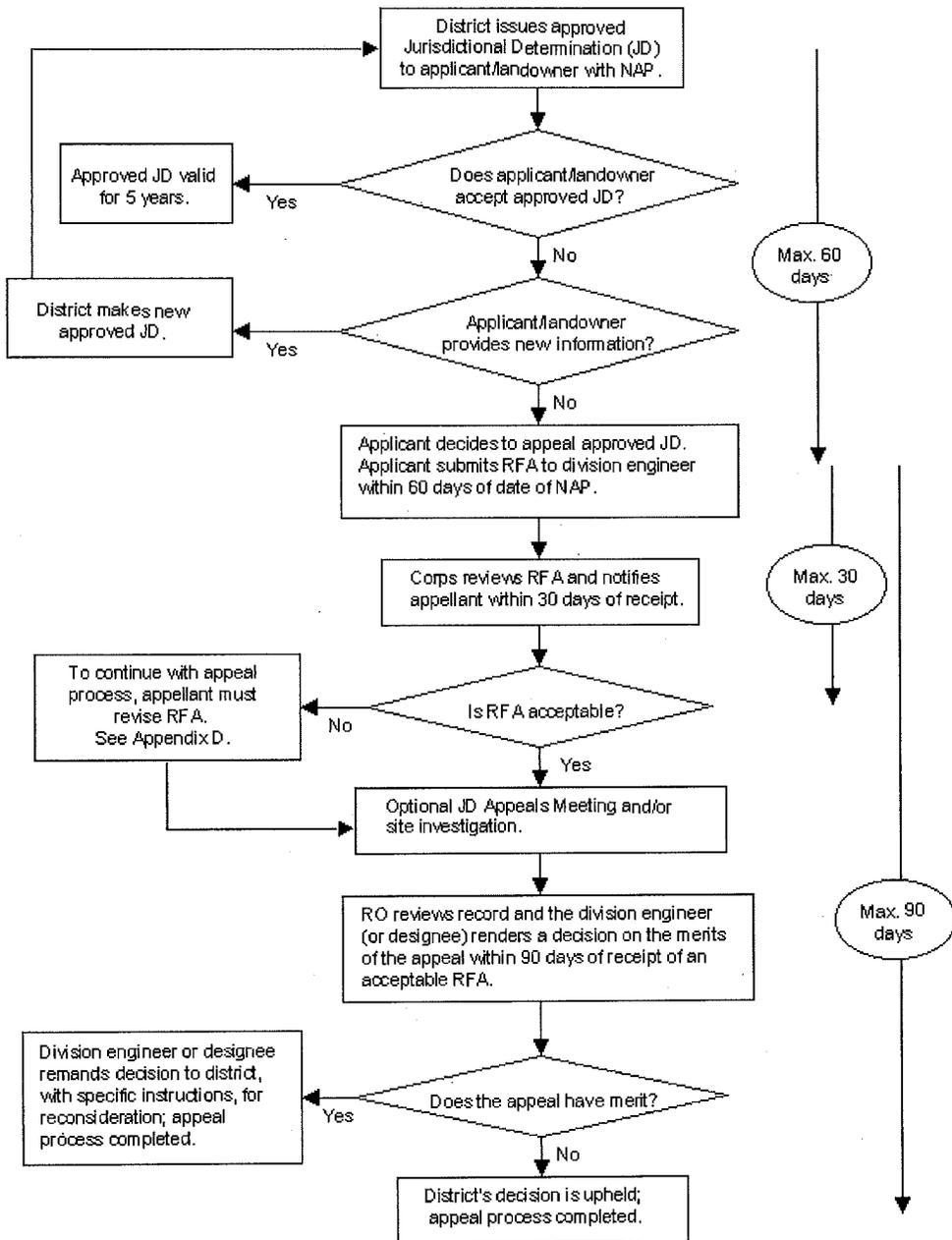
INDIANA TOLL ROAD  
ITR CONCESSION COMPANY LLC  
TYPICAL SECTIONS  
& DETAILS

REVISIONS  
DRAWN: BJK  
CHECKED: SKM

FOREIGN SCALE  
VERTICAL SCALE  
SURVEY BOOK  
DATE  
JANUARY, 2013

PROJECT NUMBER  
201473.00  
SHEETS  
4 OF 9

### Administrative Appeal Process for Approved Jurisdictional Determinations



Appendix C

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: ITR Concession Company, LLC (Robert Ladson)		File Number: LRE-2015-00149-171	Date: June 15, 2015
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
XX	PRELIMINARY JURISDICTIONAL DETERMINATION		E

**SECTION I** - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/cecw/pages/reg\\_materials.aspx](http://www.usace.army.mil/cecw/pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

John Ritchey  
U.S. Army Corps of Engineers  
Regulatory Office  
Michiana Branch  
2422 Viridian Drive, Suite 200  
South Bend, Indiana 46628

574-232-1952 ext. 21962

If you only have questions regarding the appeal process you may also contact:

Jacob Siegrist  
Appeal Review Officer  
Great Lakes and Ohio River Division  
CELRD-PD-REG  
550 Main Street, Room 10524  
Cincinnati, Ohio 45202-3222

Tel. (513) 684-2699 Fax (513) 684-2460

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

REGIONAL PERMIT COMPLETION REPORT

CELRE-RG-M

Chief, Compliance and Enforcement Branch  
Regulatory Office  
U.S. Army Corps of Engineers  
477 Michigan Avenue  
Room 603  
Detroit, MI 48226-2550

Dear Sir:

You are hereby notified that work verified as qualifying for Regional Permit under File No. LRE-2015-00149-171 to discharge fill in the St. Joseph River at the Indiana Toll Road crossing near South Bend Indiana (Section 26, Township 38 North, Range 2 East, St. Joseph County, issued to ITR Concession Company, LLC (Robert Ladson) was completed in accordance with the permit on:

---

(Date work completed)

---

(Permittee's Signature)

---

**IMPORTANT**

1. This COMPLETION REPORT MUST BE MAILED to the above addressee within 10 days after completion of work covered by the REGIONAL PERMIT to insure an accurate Government record of data affecting navigation.
2. Where soundings are completed for projects that include dredging, a copy of the soundings should accompany this report. If the soundings are measured from the water surface and have not been corrected to International Great Lakes Datum 1985, the hour and date the soundings were made should be noted on the soundings report.

**PRELIMINARY JURISDICTIONAL DETERMINATION FORM**

**BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): 15 June 2015**

**B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**

Robert Ladson  
ITR Concession Company, LLC  
52551 Ash Rd  
Granger, Indiana 46530

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER: Detroit District, ITR - St. Joseph River Bank Stabilization Project, LRE-2015-00149-171**

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:  
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)**

State: Indiana County/parish/borough: St. Joseph City: South Bend

Center coordinates of site (lat/long in degree decimal format): Lat. 41.7224639332066° N, Long. 86.268067670772° W.

Universal Transverse Mercator: 16

Name of nearest waterbody: St. Joseph River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: 300 linear feet: width (ft) and/or acres.

Cowardin Class:

Stream Flow:

Wetlands: acres.

Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:

Tidal:

Non-Tidal:

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

Office (Desk) Determination. Date: 15 June 2015

Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

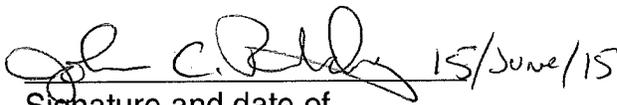
2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply**

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
  - Data sheets prepared/submitted by or on behalf of the applicant/consultant.
    - Office concurs with data sheets/delineation report.
    - Office does not concur with data sheets/delineation report.
  - Data sheets prepared by the Corps:
  - Corps navigable waters' study:
  - U.S. Geological Survey Hydrologic Atlas:
    - USGS NHD data.
    - USGS 8 and 12 digit HUC maps.
  - U.S. Geological Survey map(s). Cite scale & quad name:
  - USDA Natural Resources Conservation Service Soil Survey. Citation: St. Joseph County Soil Survey.
  - National wetlands inventory map(s). Cite name:
  - State/Local wetland inventory map(s):
  - FEMA/FIRM maps:
  - 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
  - Photographs:  Aerial (Name & Date): Provided by agent.  
or  Other (Name & Date):
  - Previous determination(s). File no. and date of response letter:
  - Other information (please specify):

**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

  
Signature and date of  
Regulatory Project Manager  
(REQUIRED)

\_\_\_\_\_  
Signature and date of  
person requesting preliminary JD  
(REQUIRED, unless obtaining  
the signature is impracticable)



STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES



CERTIFICATE OF APPROVAL  
CONSTRUCTION IN A FLOODWAY

APPLICATION # : FW-27899  
STREAM : St. Joseph River  
APPLICANT : ITR Concession Company LLC  
Robert D Ladson, PE  
52551 Ash Road  
Granger, IN 46530-7226

MAILED: May 08, 2015

AGENT : Lawson Fisher Associates PC  
Sky K Medors, PE  
525 West Washington Avenue  
South Bend, IN 46601-1527

AUTHORITY : IC 14-28-1 with 312 IAC 10 and IC 14-29-1 with 312 IAC 6

DESCRIPTION : Approximately 278' of eroded streambank will be stabilized with a variety of methods in order to protect the bank from further erosion. Immediately upstream and downstream of the bridges, the streambank will be stabilized with riprap on geotextile at the toe of the slope. The remaining portion of the streambank will be reconstructed with permanent turf reinforcement mat and 16" diameter vegetated coir logs, which will be installed at the interface between the riprap and permanent turf reinforcement mat. For the streambank beneath the bridges riprap will be placed on geotextile at the toe of the slope and the remaining portion of the streambank will be reconstructed with a geocell confinement system. Details of the project are contained in information and plans received at the Division of Water on March 10, 2015, April 8, 2015, April 20, 2015 and April 30, 2015.

LOCATION : Along the left (west) bank at the Interstate 80/90 stream crossing near Roseland, Clay Township, St. Joseph County  
Section 26, T 38N, R 2E, South Bend West Quadrangle  
UTM Coordinates: Downstream 4619190 North, 560886 East

APPROVED BY :   
Jennifer L. Ware, Environmental Manager  
Division of Water

APPROVED ON : May 8, 2015

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

STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

APPLICATION #: FW- 27899

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.

STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS

APPLICATION #: FW- 27899

- ( 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:

<u>Agency</u>	<u>Telephone Number</u>
St. Joseph River Basin Commission	
US Army Corps of Engineers	(574) 252-1952
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- 27899

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 May 08, 2017 the permit will become void. This permit may be renewed one (1) time for a period not to exceed two (2) additional years only if a written request for the two (2) year permit renewal is received by DNR, Division of Water prior to May 08, 2017. 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: March 10, 2015, April 8, 2015, April 20, 2015 and April 30, 2015. Any deviation from the information must receive the prior written approval of the Department.

Number	Special Condition
( 1 )	revegetate all bare and disturbed areas with a mixture of grasses (excluding all varieties of tall fescue), legumes, and native shrub and hardwood tree species 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 March 15 through June 15 and from July 15 through November 30 without the prior written approval of the Division of Fish and Wildlife
( 4 )	do not cut any trees suitable for Indiana bat roosting (greater than 3 inches dbh, living or dead, with loose hanging bark) from April 1 through September 30
( 5 )	do not excavate in the low flow area except for the placement of piers, foundations, and riprap, or removal of the old structure
( 6 )	do not construct any temporary runarounds, causeways, cofferdams, or pump around systems
( 7 )	use minimum average 6 inch graded riprap stone extended below the normal water level to provide habitat for aquatic organisms in the voids
( 8 )	do not use broken concrete as riprap
( 9 )	minimize the movement of resuspended bottom sediment from the immediate project area
( 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

STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 27899

- ( 11) seed and protect all disturbed streambanks and slopes that are 3:1 or steeper with erosion control blankets (follow manufacturer's recommendations for selection and installation); seed and apply mulch on all other disturbed areas
- ( 12) plant five trees, at least 2 inches in diameter-at-breast height, for each tree which is removed that is ten inches or greater in diameter-at-breast height
- ( 13) 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 \*
- ( 14) all work must conform with the existing bank at the upstream and downstream limits of the project site
- ( 15) do not leave felled trees, brush, or other debris in the floodway \*
- ( 16) all riprap placed for bank stabilization must conform to the bank
- ( 17) upon completion of the project, remove all construction debris from the floodway \*
- ( 18) any equipment and/or cables placed on a public waterway must be clearly marked with navigation buoys described in 312 IAC 5-4 in a manner that would be visible to any watercraft operator in the area
- ( 19) 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
- ( 20) any construction equipment left in the river overnight must be illuminated
- ( 21) warning signs shall be placed at locations upstream and downstream of the project site and be visible to any watercraft entering the construction area
- ( 22) ensure that the public access remains open throughout construction and completion of the project
- ( 23) maintain a passageway for kayak and canoe traffic during construction; provide a temporary portage off the main channel if the main channel is blocked at any point during construction; appropriate signs should be installed warning boaters of the bridge closing and direction to the temporary portage.
- ( 24) \* NOTE: for regulatory purposes, the floodway is defined as that shown on ( Panel 182 of the St. Joseph County Flood Insurance Rate Map dated January 6, 2011

STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES

SERVICE LIST

APPLICATION #: FW- 27899

ITR Concession Company LLC  
Robert D Ladson, PE  
52551 Ash Road  
Granger, IN 46530-7226

Lawson Fisher Associates PC  
Sky K Medors, PE  
525 West Washington Avenue  
South Bend, IN 46601-1527

City of South Bend  
227 West Jefferson Boulevard Suite 1300  
South Bend, IN 46601-1830

Indiana Department of Natural Resources  
Division of Law Enforcement  
District 1 Headquarters  
9822 North Turkey Creek Road  
Syracuse, IN 46567

Indiana Finance Authority  
Jim McGoff  
One North Capital Suite 900  
Indianapolis, IN 46204-2043

Izaak Walton League of America  
P O Box 3559  
South Bend, IN 46619

Sisters of the Holy Cross Inc  
Saint Marys College  
Bertrand Hall  
Notre Dame, IN 46556

St Joseph County/South Bend Building  
Department  
Chuck Bulot  
125 South Lafayette Boulevard, Suite 100  
South Bend, IN 46601

St. Joseph County Park and Recreation  
City County Building  
227 West Jefferson Boulevard  
South Bend, IN 46601-1830

St. Joseph County SWCD  
Andrew Fox  
2903 Gary Drive, Suite 1  
Plymouth, IN 46563

St. Joseph River Basin Commission  
Jeremy Reiman  
227 West Jefferson Boulevard, #1120  
South Bend, IN 46601-1830

US Army Corps of Engineers  
Detroit District, Michiana Branch  
2422 Viridian Drive, Suite 200  
South Bend, IN 46628

Staff Assignment:

Administrative  
Technical  
Environmental  
Fish and Wildlife  
Law Enforcement  
Historic Preservation & Archaeology

: Jennifer L. Ware  
: Jennifer L. Ware  
: J. Matthew Buffington  
: Lori White  
: Lt. John Karris  
: Cathy Draeger-Williams



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

Thomas W. Easterly  
Commissioner

May 26, 2015

VIA CERTIFIED MAIL 91 7190 0005 2710 0040 8150

Mr. Robert D. Ladson  
ITR Concession Company, LLC  
52551 Ash Road  
Granger, Indiana 46530

RECEIVED

MAY 29 2015

LAWSON - FISHER ASSOCIATES, P.C.

Dear Mr. Ladson:

Re: Section 401 Water Quality Certification  
Project: St. Joseph River Erosion Repair  
IDEM No.: 2015-117-71-MBS-A  
County: Saint Joseph

The Office of Water Quality has reviewed your application for Section 401 Water Quality Certification dated February 25, 2015, and received March 9, 2015. According to the application, you propose to stabilize 258 linear feet of the Saint Joseph River's west bank in the areas below the Indiana Toll Road eastbound and westbound lane bridges. Proposed impacts below the OHWM consist of bank re-shaping to achieve a 2:1 slope followed by the placement of 258 cubic yards of rip-rap and 19.5 cubic yards of No. 8 stone situated over geotextiles. The project is located at the intersection of the Indiana Toll Road and the Saint Joseph River (Section 26, Township 38 North, Range 2 East), in South Bend, Saint Joseph 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 March 9, 2015. 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:



A State that Works

- 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

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 Mr. Matthew Smedley Project Manager, of my staff by phone at 317-234-5647, or by e-mail at [msmedley@idem.in.gov](mailto:msmedley@idem.in.gov) or you may contact the Office of Water Quality through the IDEM Environmental Helpline (1-800-451-6027).

Sincerely,



Martha Clark Mettler  
Deputy Assistant Commissioner  
Office of Water Quality

cc: John Ritchey, USACE-Detroit District-Michiana Field Office  
Liz McCloskey, USFWS  
Lori White, IDNR  
Sky Medors, Lawson-Fisher Associates, P.C.

**Appendix G**

**ITRCC Lane Closure Policy**

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### I. PURPOSE

The purpose of this procedure is to ensure lane closures on the Indiana Toll Road mainline or interchange ramps are properly authorized and documented in a Lane Closure Report. The Lane Closure Report is prepared to convey lane closure information to ITRCC patrons, staff, and INDOT officials.

### II. SCOPE

This policy shall be managed by the ITRCC Infrastructure Department and applies to all maintenance, planning, designing, construction contracts and/or the performance of work on the Indiana Toll Road, including, but not limited to:

- a. Consultants
- b. Utilities
- c. Contractors
- d. Third Parties
- e. ITRCC Departments

The Lane Closure Policy does not apply to the following:

- a. Operations designated as an "Emergency". The CEO and/or Infrastructure Manager may declare work on an Emergency basis.
- b. A Lane Closure Waiver that is authorized by the Infrastructure Manager and/or CEO.
- c. Operations at speeds of 45 mph or higher such as snow plowing.
- d. Accident scenes (ISP or ITRCC)

### III. REFERENCES

Department Lane Closure and CARS Program Reporting IM-117I

### IV. RESPONSIBILITIES

Individuals proposing lane closures on the Indiana Toll Road will be responsible for determining if the proposed closure falls within the permissible closure guidelines.

When a lane closure is authorized, the Infrastructure Management Department is responsible for creating, updating, and distributing the Lane Closure Report.

Waivers to any requirement in the Lane Closure Policy shall be approved by the Infrastructure Manager and/or CEO.

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### V. PROCEDURE

Prior to placement of a lane closure on the Indiana Toll Road, responsible parties must ensure a closure has been approved in accordance with the following Lane Closure Policy Procedure:

1. Appendix A lists pre-approved lane closure schedules that define allowable times lane(s) may be closed on the Indiana Toll Road. The pre-approved lane closure schedules are or may be further restricted by Holiday Restrictions, Notre Dame Home Football Game Restrictions, or by specific restrictions listed in a contract document.
2. Should a proposed closure exceed the number of lanes permitted or the time falls outside of the allowable times, a Request for Lane Closure Waiver must be submitted. (See Appendix B.) However, Rolling Closures do not require a waiver but still need to be reported and scheduled.
3. No lane closure – including tapers – may exceed a length of 5 miles in a single direction. A minimum of 5 miles of unrestricted space must be maintained between lane closures. The Infrastructure Management department has discretion to extend the length of a closure or the unrestricted space between closures for reasonable cause without a waiver.
4. Holiday Restrictions – With the exception of an emergency or waiver, no lane closures will be allowed during the following holiday restrictions:
  - a. Memorial Day- beginning at 5:00 a.m. on the Thursday before Memorial Day and ending at 8:00 p.m. on the Tuesday after Memorial Day.
  - b. Independence Day- beginning at 5:00 a.m. two days before Independence Day and ending at 8:00 p.m. two days after Independence Day.
  - c. Labor Day- beginning at 5:00 a.m. on the Thursday before Labor Day and ending at 8:00 p.m. the Tuesday after Labor Day.
  - d. Thanksgiving Day- beginning at 5:00 a.m. on the Monday before Thanksgiving Day and ending at 8:00 p.m. on the Tuesday after Thanksgiving Day.
  - e. Christmas / New Year's Day- beginning at 5:00 am two days before Christmas Day and ending at 8:00 p.m. two days after New Year's Day.
5. Notre Dame Home Football Game Restrictions - With the exception of an emergency or waiver, no lane closures will be allowed during Notre Dame Home Football Game Restrictions. Restrictions begin at 6:00 pm the Friday before a game and end at 6:00 am the Monday following a game.
6. Non-Compliant Work – When an operation cannot be completed within the pre-approved lane closure times, the operation is classified as “Non-Compliant” and will require a Lane Closure Waiver. Generally, Non-Compliant Work refers to projects with continuous lane closures over multiple days. (i.e. bridge projects)

Non-Compliant work will require a Traffic Management Plan (TMP). The TMP shall be submitted along with a Request for Lane Closure Waiver. The TMP and Request for Lane Closure Waiver should be submitted to the Infrastructure Manager for review and approval.

The TMP shall outline all strategies taken to minimize traffic queues as well as proposed options for temporary traffic control.

## Lane Closure Policy

Procedure ID: IM-1161

Revision: 3  
Effective: 03/22/13

An authorized waiver shall be received prior to the placement of a lane closure.

7. A Lane Closure Report is to be created and/or updated for all approved closures. The Lane Closure Report will be distributed as follows:
  - a. A representative of the Infrastructure Department will coordinate with contractors from all projects as needed to gather lane closure information.
  - b. Lane closure information will be submitted to the Infrastructure Administrative Assistant and compiled into a master report for distribution. Report will be sent to all Senior Managers, Maintenance Areas, Plaza Supervisors, Control, Infrastructure, Indiana State Police, and anyone else deemed necessary. It is also to be posted on the company website.

### VI. RECORDS AND FILES

The Infrastructure Administrative Assistant shall maintain either a hard copy or an electronic copy of past Lane Closure Reports on the server for at least thirty days.

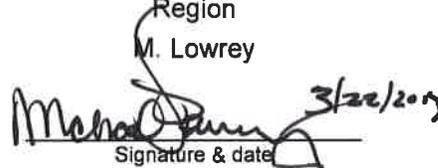
### VII. APPROVALS

CEO  
F. Redondo  
  
Signature & date 6/11/2013

Quality Coordinator  
L. Ortega 03/22/13  
  
Signature & date

COO  
L. Berriochoa 3/22/13.  
  
Signature & date

Infrastructure Program Director  
R. Olsen, PE  
  
Signature & date 3/22/13

Manager of Maintenance-West  
Region  
M. Lowrey  
  
Signature & date 3/22/2013

Manager of Maintenance-East  
Region  
P. Condon  
  
Signature & date 3-22-13

Process Owner  
R. Ladson, PE  
  
Signature & date 3-21-13

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### VIII. REVISION HISTORY

Revision	Effective Date	Page	Description of Change
0	03/01/12	1 - 9	Initial Issue
1	10/05/12	1 - 9	Procedure Step 2 & 3 added language; Appendix A added language at the bottom of the charts; Added CEO approval to Appendix B
2	03/01/13	1,5	Added times on Appendix A first chart; language change under Responsibilities
3	03/22/13	1,3	Added Reference, deleted old website information under Procedure section, updated Records section



## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### Appendix A Pre-Approved Lane Closures

**Pre-Approved Lane Closures may be further restricted by Holiday Restrictions, Notre Dame Home Football Game Restrictions, and / or specific restrictions listed a particular contract document.**

West Bound							
MM 0 to MM 31							
January 1 to December 31							
Begin Hour	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun
1:00 am	xxx	xxx	xxx	xxx	xxx		
2:00 am	xxx	xxx	xxx	xxx	xxx		
3:00 am	xxx	xxx	xxx	xxx	xxx		
4:00 am	xxx	xxx	xxx	xxx	xxx		
5:00 am	xxx	xxx	xxx	xxx	xxx		
6:00 am							
7:00 am							
8:00 am							
9:00 am	xxx	xxx	xxx	xxx			
10:00 am	xxx	xxx	xxx	xxx			
11:00 am	xxx	xxx	xxx	xxx			
12:00 pm	xxx	xxx	xxx	xxx			
1:00 pm	xxx	xxx	xxx	xxx			
2:00 pm	xxx	xxx	xxx	xxx			
3:00 pm	xxx	xxx	xxx	xxx			
4:00 pm	xxx	xxx	xxx	xxx			
5:00 pm	xxx	xxx	xxx	xxx			
6:00 pm	xxx	xxx	xxx	xxx			
7:00 pm	xxx	xxx	xxx	xxx			
8:00 pm	xxx	xxx	xxx	xxx			
9:00 pm	xxx	xxx	xxx	xxx			
10:00 pm	xxx	xxx	xxx	xxx			
11:00 pm	xxx	xxx	xxx	xxx			
12:00 am	xxx	xxx	xxx	xxx			

**“xxx”= For Areas with two lanes, “xxx” represents hours when one lane may be restricted. For areas with three lanes, “xxx” represents when either one or two side by side lanes may be restricted. All times are local to the work area.**

## Lane Closure Policy

Revision: 3  
Effective: 03/22/13

Procedure ID: IM-116I

East Bound								
MM 0 to MM 31								
January 1 to December 31								
Begin Hour		Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun
1:00	am	xxx	xxx	xxx	xxx	xxx		
2:00	am	xxx	xxx	xxx	xxx	xxx		
3:00	am	xxx	xxx	xxx	xxx	xxx		
4:00	am	xxx	xxx	xxx	xxx	xxx		
5:00	am	xxx	xxx	xxx	xxx	xxx		
6:00	am	xxx	xxx	xxx	xxx	xxx		
7:00	am	xxx	xxx	xxx	xxx	xxx		
8:00	am	xxx	xxx	xxx	xxx	xxx		
9:00	am	xxx	xxx	xxx	xxx	xxx		
10:00	am	xxx	xxx	xxx	xxx	xxx		
11:00	am	xxx	xxx	xxx	xxx	xxx		
12:00	pm	xxx	xxx	xxx	xxx	xxx		
1:00	pm	xxx	xxx	xxx	xxx	xxx		
2:00	pm							
3:00	pm							
4:00	pm							
5:00	pm							
6:00	pm							
7:00	pm							
8:00	pm	xxx	xxx	xxx	xxx			
9:00	pm	xxx	xxx	xxx	xxx			
10:00	pm	xxx	xxx	xxx	xxx			
11:00	pm	xxx	xxx	xxx	xxx			
12:00	am	xxx	xxx	xxx	xxx			

**“xxx”= For Areas with two lanes, “xxx” represents hours when one lane may be restricted. For areas with three lanes, “xxx” represents when either one or two side by side lanes may be restricted. All times are local to the work area.**

## Lane Closure Policy

Procedure ID: IM-116I

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<b>East Bound and West Bound</b>								
<b>MM 31 to MM 157</b>								
<b>January 1 to Before Memorial Day Weekend Restriction</b>								
<b>After Labor Day Weekend Restriction to December 31.</b>								
<b>Begin Hour</b>		<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun</b>
1:00	am	xxx	xxx	xxx	xxx	xxx		
2:00	am	xxx	xxx	xxx	xxx	xxx		
3:00	am	xxx	xxx	xxx	xxx	xxx		
4:00	am	xxx	xxx	xxx	xxx	xxx		
5:00	am	xxx	xxx	xxx	xxx	xxx		
6:00	am	xxx	xxx	xxx	xxx	xxx		
7:00	am	xxx	xxx	xxx	xxx	xxx		
8:00	am	xxx	xxx	xxx	xxx	xxx		
9:00	am	xxx	xxx	xxx	xxx	xxx		
10:00	am	xxx	xxx	xxx	xxx	xxx		
11:00	am	xxx	xxx	xxx	xxx	xxx		
12:00	pm	xxx	xxx	xxx	xxx	xxx		
1:00	pm	xxx	xxx	xxx	xxx	xxx		
2:00	pm	xxx	xxx	xxx	xxx			
3:00	pm	xxx	xxx	xxx	xxx			
4:00	pm	xxx	xxx	xxx	xxx			
5:00	pm	xxx	xxx	xxx	xxx			
6:00	pm	xxx	xxx	xxx	xxx			
7:00	pm	xxx	xxx	xxx	xxx			
8:00	pm	xxx	xxx	xxx	xxx			
9:00	pm	xxx	xxx	xxx	xxx			
10:00	pm	xxx	xxx	xxx	xxx			
11:00	pm	xxx	xxx	xxx	xxx			
12:00	am	xxx	xxx	xxx	xxx			

Note: Pre-Approved Lane Closures are not allowed during Holiday and Notre Dame Home Football Games

**“xxx”= For Areas with two lanes, “xxx” represents hours when one lane may be restricted. For areas with three lanes, “xxx” represents when either one or two side by side lanes may be restricted. All times are local to the work area.**

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

<b>East Bound and West Bound</b>							
<b>MM 31 to MM 157</b>							
<b>After Memorial Day Weekend Restriction to Before Labor Day Weekend Restriction</b>							
<b>Begin Hour</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun</b>
1:00 am	xxx	xxx	xxx	xxx	xxx		
2:00 am	xxx	xxx	xxx	xxx	xxx		
3:00 am	xxx	xxx	xxx	xxx	xxx		
4:00 am	xxx	xxx	xxx	xxx	xxx		
5:00 am	xxx	xxx	xxx	xxx	xxx		
6:00 am							
7:00 am							
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10:00 am							
11:00 am							
12:00 pm							
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2:00 pm							
3:00 pm							
4:00 pm							
5:00 pm							
6:00 pm	xxx	xxx	xxx	xxx			
7:00 pm	xxx	xxx	xxx	xxx			
8:00 pm	xxx	xxx	xxx	xxx			
9:00 pm	xxx	xxx	xxx	xxx			
10:00 pm	xxx	xxx	xxx	xxx			
11:00 pm	xxx	xxx	xxx	xxx			
12:00 am	xxx	xxx	xxx	xxx			

**“xxx”= For Areas with two lanes, “xxx” represents hours when one lane may be restricted. For areas with three lanes, “xxx” represents when either one or two side by side lanes may be restricted. All times are local to the work area.**

## Lane Closure Policy

Procedure ID: IM-116I

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Effective: 03/22/13

Appendix B Request for Lane Closure Waiver					
<b>Project:</b>					
<b>Location:</b>					
	<b>Start MM:</b>		<b>End MM:</b>		<b>Date:</b>
<b>Direction and Lane:</b>			<b>Start Time:</b>		<b>End Time:</b>
<b>Reason for Closure:</b>					
<b>Date:</b>		<b>Project Manager:</b>			
<b>email:</b>		<b>Company:</b>			
<b>phone:</b>		<b>Address:</b>			
		<b>City, State, Zip:</b>			
<b>Attached is the Traffic Management Plan and other supporting documents.</b>					
<b>Approvals</b> (To be completed by the ITRCC)					
<b>Approved as Requested</b>			<b>Request Denied</b>		
<b>Approved as Modified Below</b>					
<b>Direction and Lane:</b>			<b>Start Time:</b>		<b>End Time:</b>
	<b>Start MM:</b>		<b>End MM:</b>		<b>Date:</b>
<b>Date:</b>		<b>CEO:</b>			
<b>Date:</b>		<b>ITRCC Manager:</b>			