

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

REQUEST FOR BID

FROM: Rob Ladson, PE
DATE: August 16, 2013
SUBJECT: **2013 Bridge Painting**

Invitation for Bids (IFB)
 Request for Bids (RFP)

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 clean and paint various structures along the Indiana Toll Road.

The work includes all steps, items and materials necessary for the complete removal and proper disposal of the existing paint to the bare metal and application of a 3 coat painting system consisting of a primer, intermediate and final coat. All work must comply with SSPC standard and current INDOT standards and specifications.

Existing paint may contain lead or other hazardous material. Contractor will need to conduct proper testing of the existing paint prior to the start of any work. In the event that hazardous material is discovered, contractor shall properly contain, remove and dispose of the waste material in accordance with Federal, State and local laws and with INDOT and SSPC standards. Contractor is responsible to obtain and submit all documentation required by Federal, State, and local agencies.

Contractor must also provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards.

The ITRCC requests bids from responsible contractors.

Location:

1. MM – 4.2 - Structure 2-4, US 41 (Calumet Ave.) - EB and WB
2. MM – 5.0 – Structure 4-1, Huehn St – EB and WB
3. MM – 28 - Structure 15-4, Babcock Road –EB and WB

The ITRCC reserves the right to modify, change, add or delete any bridge for painting at any location during the solicitation period and up to the issuance of a contract.

The project must be completed by December 1, 2013.

1.0 INSTRUCTIONS:

1.1 SUBMIT BIDS TO:

ITR Concession Company LLC
Attn: Rob Ladson, PE
Email: rladson@indianatollroad.org

LABEL BID/BID CONTAINER:

Project Title: 2013 Bridge Painting-Phase 2

1.2 DUE DATE & TIME FOR SUBMISSION:

Date: September 4, 2013
Time: Noon (EDT)

1.3 SUBMITTALS: Bids may be submitted electronically.

1.4 BID FIRM TIME: 90 Days from Receipt of Bid

1.5 SECURITY: Offer \$ N/A Performance and Payment \$ See sample contract

1.6 VENDOR CONFERENCE/SITE VISIT: Yes X No
Mandatory Attendance: X Yes No

While no “group” site visit is planned, the contractor must visit the site and thoroughly understand the site conditions prior to placing a bid. Bids must clearly state that the contractor has visited each site and thoroughly understand the site conditions.

Contractors are required perform a site visit at each site. Anything found after the bid, which could have been anticipated by a site visit, will not be allowed to be an additional charge. It is the contractor’s responsibility to verify all field conditions prior to bidding.

1.7 PROJECT CONTACT:

If apparent errors, discrepancies, or unclear statements are found in the documents, contact the following representative in writing:

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

All questions will be documented and responded to in writing to all document holders.

1.8 CRITERIA FOR EVALUATION AND AWARD

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.

1.9 SSPC REQUIREMENTS

The ITRCC requires that all painting work be in accordance with SSPC and INDOT standard specifications. Additionally, the contractor must be SSPC-QP1 and QP2 certified. Evidence of certification must be provided along with the contractor’s bid.

1.10 METHOD OF BIDDING

The Contractor can bid on one structure, a combination of structures, or all the structures listed in the RFP.

1.11 CONTRACT MAKE UP AND AWARD

The contract make up can be either a contract for a single bridge or a combination of bridges. The award of the work and the contract make-up is at the sole discretion of the ITRCC.

Basis of award for any and all bridges will be on the unit prices submitted, the contractor’s ability to complete the project, and the past performance of the Contractor(s).

The ITRCC also reserves the right to reject all bids.

1.12 SSPC REQUIREMENTS

The ITRCC requires that all painting work be in accordance with SSPC and INDOT standard specifications. Additionally, the contractor must be SSPC-QP1 and QP2 certified. Evidence of certification must be provided along with the contractor’s bid.

2.0 SPECIFIC TERMS AND CONDITIONS

2.1 INDOT Pre-Qualifications

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

2.2 RESERVATION

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

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.

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.

2.5 WAGE RATES N/A

2.6 SUBCONTRACTING/JOINT VENTURES X 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 is a requirement – not a goal.

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. 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 to within property maintained by the ITR Concession Company LLC (ITRCC) or else obtain authorization from the property owner.

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 25th 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.

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 various pay items.

2.12 **SCHEDULE AND CONTRACT COMPLETION DATE**

The project must be completed by December 1, 2013.

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.

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.

2.15 **INSURANCE**

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

2.16 **SAMPLE CONTRACT**

A sample contract has been included with the RFP. The provisions of the contract shall become a part of these special provisions.

3.0 **SCOPE OF SERVICES**

Item Descriptions-Minimum Work Tasks

1. Work includes all steps, items and materials necessary for the complete removal and proper disposal of the existing paint to the bare metal and application of a 3 coat painting system consisting of a primer, intermediate and final coat.
2. All work shall be completed in accordance with INDOT and SSPC standards and specifications and in accordance with the Request for Proposal documents and Special Provisions.
3. Existing paint may contain lead or other hazardous material. Contractor will need to conduct proper testing of the existing paint prior to the start of any work. In the event that hazardous material is discovered, contractor shall properly contain, remove and dispose of the waste material in accordance with Federal, State and local laws and with INDOT and SSPC standards. Contractor is responsible to obtain and submit all documentation required by Federal, State, and local agencies
4. All work must be performed from the underside of each structure. Contractor must coordinate will any and all local agencies on any lane closures. All lane closures must be approved by the local agencies and follow all maintenance of traffic required by the local agencies. As a minimum, all lane closures must follow all IMUTCD requirements.
5. Contractor is responsible to call for all utility locates. (Including both 811 and the ITRCC service.)
6. All work must be completed by December 1, 2013.

4.0 **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 documents are included in the RFP. Contractor is to complete the documents and submit to the ITRCC.
- ◆ Preferably, submit bids electronically.
- ◆ 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

Special Provisions

1.0 GENERAL:

1.1 Sales Tax:

The ITRCC is subject to Indiana state sales tax. The Contractor shall be responsible for paying this sales tax on all goods and services liable for sales tax and the tax shall be included in the various items of work.

1.2 Permits and Other Related Documents:

The Contractor is to obtain, at no cost to the ITRCC, all permits, local, state and/or federal. Copies of all of these documents shall be delivered to the ITRCC within sixty (60) days of receipt. Contractor shall notify ITRCC immediately if permit applications are denied and provide all correspondence with local, state and/or federal agencies.

1.3 Bids:

Bid prices need to reflect *all* requirements in the RFP including but not limited to, Mobilization, Demobilization, Construction Engineering, Maintenance of Traffic, Paint Removal (both hazardous and nonhazardous) , Testing, Waste Disposal, and all Coats of Paint.

1.4 Utility Locates:

Contractor is responsible to call for all utility locates. (Including both 811 and the ITRCC service.)

1.5 Emergency Phone Numbers:

A list of telephone numbers shall be provided to the ITRCC Project Manager for use in case of emergencies. This list shall include key persons to supervise and operate equipment as needed and during non-work hours. The list shall include at least one person who is an authorized contractor representative.

1.6 Claims:

No claim from the Contractor shall be made for damage, including but not limited to, damage for delay, increased expense, maintenance, start up costs, additional costs due to passage of time arising out of a dispute, work stoppage relating to whether a surface was adequately cleaned or painted, modifications to maintenance of traffic or change in schedule due to planned or unplanned event.

No claim shall be made due to a greater amount of paint used in excess of the minimum required by the contract(s) or for the stoppage of work.

1.7 Environmental Requirements:

The Contractor is to follow and adhere to all of the Environmental requirements of the Concession Lease Agreement (CLA) between the ITRCC and the State of Indiana (Web-link for the CLA: <http://www.in.gov/ifa/2328.htm>). This includes the submittal of reports, waste profiles and manifests (with weights), receipts for the payment of fees, copies of all related items.

2.0 MOBILIZATION AND DEMOBILIZATION:

2.1 Mobilization and Demobilization:

Mobilization and Demobilization shall be as specified in the current INDOT Specification and as modified in the RFP. Typically these items of work cover the cost to the contractor of moving on (Mobilization) and off (Demobilization) the job site. It is also to include any “up front” costs (Mobilization) associated with the project such as bonds, insurance and permits.

For this project, Mobilization and Demobilization will be a single pay item for each bridge location. Upon mobilizing to a particular bridge location, the contractor may submit 50% of the Mobilization and Demobilization pay item. The balance can be applied for upon demobilizing from that particular bridge location.

Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization and Demobilization	Lump Sum

3.0 MAINTENANCE OF TRAFFIC:

3.1 Description:

This work shall consist of maintaining traffic on the Indiana East-West Toll Road, at all entry and exit ramps and local roads/streets within the limits of the Contract.

3.2 Maintenance of Traffic Plan:

Contractor must provide a Maintenance of Traffic plan that is stamped by a Professional Engineer registered in the State of Indiana. All MOT plans and signs must be installed in accordance with the current edition of the Indiana MUTCD, INDOT Design Standards, the ITRCC’s standards, and any local agency’s requirements.

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 shall be included in the MOT plan and be in accordance with the current IMUTCD, INDOT, and ITRCC Standards and as directed by the ITRCC Project Manager or the ITRCC Representative.

3.3 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.

3.4 Local Road Restrictions and Times:

If restricting a road other than the ITR, it is the Contractor’s responsibility to coordinate with all the necessary Local Authorities for approval prior to construction. The ITRCC is not responsible for coordinating these closures. Contractor shall notify ITRCC immediately if such closures are denied and provide all correspondence with local, state and/or federal agencies.

The local authorities will determine the allowed closure times. (The ITRCC Lane Closure Policy does not apply in this circumstance.) The contractor is to submit all documentation to the ITRCC for approval prior to commencing work.

3.5 Schedule:

The contractor shall develop and follow a schedule specifically designed for this contract(s) for the ITRCC’s review and acceptance. It shall list proposed scheduled lane restrictions. Requested lane closures must be submitted prior to any lane closures and traffic restrictions. During the contract(s), the Contractor will give a minimum seven (7) days’ notice of all closures so that the ITRCC Project Manager can coordinate the notification to the media and others of the impending lane closures.

3.6 Fiber Optic Cable:

The fiber optic cable is generally located adjacent to the westbound inside shoulder between Mile Post 24 and Mile Post 157 and adjacent to the eastbound inside shoulder between Mile Post 87 and Mile Post 96 and shall be located prior to beginning any sign installation in the median area.

No anchors that protrude into the ground will be allowed except where the anchors can be installed fifteen (15) feet outside the limits of the fiber optic cable.

Signs to be installed near the inside (median) shoulder in areas of fiber optic cable shall be on metal or wooden frames. The signs shall be mounted securely on the wood or metal frame. The frame used shall be weighted by use of sandbags to prevent movement by wind forces. Sign mounting frames shall meet the approval of the ITRCC Project Manager.

3.7 **Measurement and Method of Payment:**

All items, including labor, equipment, and time to setup and take down the closure, shall be included in Maintenance of Traffic. Payment shall be made as follows:

Pay Item

Maintenance of Traffic

Pay Unit

Lump Sum

4.0 CONSTRUCTION ENGINEERING

4.1 General:

The contractor will be responsible for any and all applicable responsibility listed in the current INDOT Standard Specification section 105.08 (b) for Construction Engineering and as modified in the RFP. In addition the following will be the contractor’s responsibility and included in the cost of Construction Engineering:

1. Keep daily records of work performed by the Contractor and all of the Subcontractors and are to include:

- a. Weather (sunny, cloudy, rain, etc.)
- b. Daily temps (high & low)
- c. Lane closures
 - i. Documentation throughout the day that the MOT is in place and is properly visible to traffic.
 - ii. Direction Eastbound (EB) or Westbound (WB)
 - iii. Right lane or left lane
 - iv. Starting Mile Post (MP)
 - v. Stopping Mile Post (MP)
 - vi. Example: EB right lane from MP 76.5 to MP 77.0
- d. Number of workers
- e. Description of Work Completed
- f. Number of Hours worked
- g. Signature of person who prepared document
- h. Description of the Work performed
- i. Copies of all delivery tickets (where applicable)
- j. Copies of any Test Reports
- k. Copies of all Materials Used
- l. Certification of all Materials Used

2. All of the above information will be turned into the ITRCC Representative daily and in an organized, categorized and totaled format per pay item or as often as directed by the ITRCC Representative.

4.2 Method of Payment:

Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Engineering	Lump Sum

5.0 CLEANING AND PAINTING BRIDGE STEEL – Including Collection, Temporary Storage, Transportation and Disposal of Waste

5.1 General

The Contractor and the ITRCC are considered to be co-generators of the waste.

The Contractor shall follow the specifications provided in Section 619 of the current INDOT Standard Specifications, ITM 803, and as modified in the Special Provisions.

If there are conflicts between the Special Provisions and the INDOT Specifications, the Special Provision shall govern.

Unless otherwise noted, any reference to INDOT or the Department in Section 619 or in ITM 803 shall mean the ITRCC. Any reference to the Engineer shall mean the ITRCC Infrastructure Manager or his representative.

The Contractor is responsible for all aspects of waste collection, testing and identification, handling, storage, transportation, and disposal according to these specifications and all applicable Federal, State, and Local regulations.

The ITRCC will not perform any functions relating to any aspect of the waste during the project other than to provide EPA (RCRA) identification numbers, provide the Contractor with the ITRCC emergency information and to sign the waste profile.

The ITRCC will obtain the identification numbers from the state environmental protection agency for the bridge(s) to be painted and furnish those to the Contractor.

5.2 Quality Control and Quality Assurance:

As stated in Section 619, the QCP shall be prepared and submitted by the Contractor in accordance with ITM 803. The QCP shall contain information specific to each bridge in the contract and shall be well organized in content. However, the Contractor's QCP shall be submitted to the ITRCC **prior to the execution of the contract.**

The Contractor shall provide a Quality Control Plan (QCP) for ITRCC's review and acceptance. The QCP shall address all aspects of waste handling, storage, and testing, and provides the names, addresses, and a contact person for the Contractor and proposed licensed waste haulers and disposal facilities.

Evidence of the Contractor's certifications shall be provided in the QCP. A QC Manager and QC Technicians shall also be identified in the QCP.

5.3 SSPC Structural Steel Painting Manual, Volumes 1 and 2

The Contractor's QC Manager shall furnish the current SSPC Structural Steel Painting Manual, Volumes 1 and 2, at the pre-construction meeting and it will become the property of ITRCC.

ITRCC will accept work performed on the project through quality assurance inspections and acceptance testing. Acceptance testing will be performed and will be the basis for which acceptance will be made.

There may be 3rd party inspections randomly throughout the project.

5.4 **Acceptance Testing Procedure:**

The contractor shall follow INDOT 619 and ITM 803 for the Acceptance of Testing Procedure.

Additionally, a data chart report of the testing shall be maintained for delivery to the ITRCC. Description of measurement locations for the report should be relatively standard for each bridge.

5.5 **Pollution Control:**

The contractor shall follow INDOT 619 and ITM 803 for Pollution Control. However, the contractor shall maintain custody of each waste residue sample until it is shipped. A duplicate of each waste residue will be retained by the contractor and made available to the ITRCC if requested. The contractor is responsible for proper disposal of any and all waste residue samples.

The containment procedure plan shall be provided in the QCP. The telephone numbers for the IDEM Emergency Response Branch, local health department, and all water intake users, groundwater and surface waters, within 500 ft (150 m) shall be provided in the QCP.

In addition to the contacts listed in Section 619, the contractor shall also immediately contact and advised the ITRCC of any spills.

On bridges with hazard-based coatings, either steel grit blasting abrasives in accordance with SSPC AB 1 shall be used and recycled or mineral/slag blasting abrasives in accordance with SSPC AB 3 shall be used and the waste residue generated shall be treated at a proper facility rendering it to a non-hazardous state and disposed of in accordance with all applicable Federal, State, and local regulations. If steel grit blasting abrasives are used, the recycling equipment shall be capable of separating the blasting abrasive from the paint debris.

5.6 **Instruction for Disposal of Paint Waste Residue:**

The contractor shall follow INDOT 619, ITM 803, SSPC-Guide 7 for disposal of Paint Waste Residue.

Additionally, until determined otherwise, all paint waste residue is to be treated as if it is contaminated with hazardous material.

If the waste residue is found to be hazardous, the Contractor will notify the ITRCC.

In addition to the responsibilities listed in Section 619, the Contractor shall have the following additional responsibilities:

1. Reporting to the ITRCC with the Hazardous Waste by weight
2. Identifying the non-hazardous waste residue disposal site and hazardous waste residue treatment and disposal facility(s) in the QCP.

5.7 **Responsibility for Damage:**

In addition to the items listed in Section 619.15, the Contractor or subcontractor shall also provide full containment for the primer coat.

5.8 **Lead Paint on Existing Bridges – Steel:**

If lead based paint is encountered on any of the bridges to be painted the following conditions shall also govern.

A laboratory test of the post-cleaning waste abrasive materials will be required for each bridge encountered. If the laboratory test of the material exceeds 5 ppm of lead, the material is considered hazardous and must be removed and disposed under Indiana Department of Environmental Management (IDEM) waste requirements as well as all

Local and Federal. IDEM has issued EPA RCRA ID number for the bridges to be painted. The EPA RCRA ID number shall appear on all documents for the bridge the corresponding number has been assigned. If the cleaning material mixture is over 5 ppm lead, the Contractor must pay the permit, containers, manifesting, hauling, disposal and all other applicable fees for all bridge cleaning debris which is over the 5 ppm threshold. The only fees the ITRCC will pay are the annual generator fees.

If the cleaning waste abrasive has a lead content but is less than 5 ppm then the cleaning waste material is disposed as special waste and does not require the IDEM hazardous waste permit fee. The Contractor must pay all disposal fees including those associated with the material and imposed by the disposal site operator.

5.9 **Items of Work and Method of Measurement:**

INDOT – Section 619.17 shall not apply. The Method of Measurement shall be as follows:

The work described in this project will not be measured. Each bridge will be separate and each component of the work will be paid at the contract lump sum price for that component of the work. Each component of the work shall include all items necessary to complete the work including – but not limited to - equipment, labor, material, fees, etc. and protection to execute that component of the work.

If plans are provided, the estimated weight (mass), length, number of spans, surface area of steel, and type of primer shown on the plans or in the RFP is incidental information. Such information is approximate only. The ITRCC will not guarantee its accuracy. The contractor is to visit each bridge site prior to submitting a bid and confirming all information.

In the event a roadway drain casting needs an extension, the extension pipe will be measured in accordance with INDOT 715.13. However, the contractor is not to proceed with adding an extension unless authorized in writing by the ITRCC.

5.10 **Basis of Payment:**

INDOT – Section 619.18 shall not apply. The Basis of Payment shall be as follows:

Clean Steel Bridge or Clean Steel Bridge, Partial

Existing steel bridges to be cleaned, or partially cleaned, whichever is specified, will be paid for at the contract lump sum price for Clean Steel Bridge or Clean Steel Bridge, partial, at the bridge number specified.

The cost of furnishing all materials, equipment, and labor required for washing, solvent cleaning, scraping, steel brushing, or other acceptable methods for removing paint in the locations directed shall be included in the cost of Clean Steel Bridge or Clean Steel Bridge, Partial.

The cost of furnishing all materials, equipment, and labor required to perform the quality control tasks outlined in INDOT – Section 619 and as modified in the RFP and contract documents shall be included in the cost of Clean Steel Bridge, or Clean Steel Bridge, Partial.

The cost of furnishing all grinding shall be included in the cost of Clean Steel Bridge, or Clean Steel Bridge, Partial.

The cost of furnishing all materials, equipment, labor, use of special cleaning methods, shipping of non-hazardous waste samples, handling and disposal of spent materials, non-hazardous waste and waste residues, non-hazardous waste containers, and all other debris associated environmental control and cleaning shall be included in the cost of Clean Steel Bridge or Clean Steel Bridge, Partial

Mill Scale

All mill scale shall be removed in accordance with SSPC blasting method specified for the project. The cost for this item shall be included in the cost for Clean Steel Bridge or Clean Steel Bridge, partial, at the bridge number specified. No additional amount or line item will be provided.

Paint Steel Bridge or Paint Steel Bridge, Partial

Existing steel bridges to be painted, or partially painted, whichever is specified, will be paid for at the contract lump sum price for paint steel bridge or paint steel bridge, partial, at the bridge number specified.

The cost of furnishing all materials, including calk, equipment, labor to perform caulking and painting, including the stripe coats, with the structural steel paint system or the partial paint system shall be included in the cost of Paint Steel Bridge or Paint Steel Bridge, Partial

The cost of switching stripe coat application methods, shall be included in the cost of Paint Steel Bridge or Paint Steel Bridge, Partial

The cost of furnishing all materials, equipment, labor to perform painting of the roadway drain castings shall be included in the cost of Paint Steel Bridge or Paint Steel Bridge, Partial

Hazardous Materials Remediation

Hazardous Materials Remediation shall include any and all work needed to properly contain, remove, handle, store, transport, and dispose any hazardous materials (such as lead based paint), hazardous cleaning materials or hazardous waste residues. It shall include any cost to furnish labor, materials, equipment needed to properly contained, test, remove, handle, store, transport and dispose in accordance with all federal, state, and local laws in addition to all requirements by SSPC, INDOT, and ITRCC. The cost shall also include any permit fees, containers, additional cost to provide manifest, and documentation required by federal, state, and local laws.

The cost of furnishing all materials, equipment, labor, testing, use of special cleaning methods, shipping of hazardous waste samples, handling and disposal of spent materials, hazardous waste and waste residues, hazardous waste containers, and all other debris associated hazardous environmental control and cleaning shall be included in the cost of Hazardous Materials Remediation.

Hazardous Materials Remediation will not be measured, but will be paid for at the contract lump sum price for Hazardous Materials Remediation at the bridge number specified.

For payment of the Hazardous Materials Remediation line item, contractor shall conduct tests in accordance with the RFP to confirm the presence of hazardous materials.

Pay Item

Pay Unit

Clean Steel Bridge, QP- _____	Lump Sum
Clean Steel Bridge, Partial, QP- _____	Lump Sum
Paint Steel Bridge	Lump Sum
Paint Steel Bridge, Partial	Lump Sum
Hazardous Materials Remediation	Lump Sum

The cost to prepare a QCP shall be included in the cost of the pay items of this section.

The cost of providing the ITRCC and its representatives with access to the bridge site and seasonal or weather limitations shall be included in the cost of the pay items of this section.

The cost of providing containment in accordance with INDOT – Section 619 and as modified in the RFP and contract documents along with personal protective equipment shall be included in the cost of the pay items of this section.

6.0 STRUCTURE 4820-A, Toll Road Ramp Over I-69, MM 143.7 EB &WB

6.1 General

In 2013 INDOT has a pavement overlay program scheduled on I-69 from US 20 to the state line. The project is letting in February 2013 and will likely take most of the 2013 construction season to complete. The INDOT contract number is R-33565, Des. Numbers are 0901489 and 0901490. Painting of Structure 4820-A, all associated scheduling and maintenance of traffic must be approved by the INDOT Fort Wayne District and coordinated with their contractor(s). In the event(s) of conflicting schedules the INDOT project takes precedence over the painting.

6.2 Maintenance of Traffic Plan:

For I-69:

Contractor must provide a Maintenance of Traffic plan that is stamped by a Professional Engineer registered in the State of Indiana. All MOT plans and signs must be installed in accordance with the current edition of the Indiana MUTCD and INDOT Design Standards.

Exact placement of traffic control devices used for execution of contract work along I-69 shall be included in the MOT plan and be in accordance with the current IMUTCD and INDOT and as directed by INDOT, the ITRCC Project Manager or the ITRCC Representative.

For Toll Road Ramp:

See Section 3 of the Special Provisions

6.3. Lane Closure Policy:

For I-69:

Any and all restrictions limiting traffic on I-69 shall conform to the INDOT 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 INDOT, INDOT’s paving contractor(s), the ITRCC Project Manager and/or ITRCC Representative.

For Toll Road Ramp:

See Section 3 of the Special Provisions

6.4. Measurement and Method of Payment:

All items, including delays, labor, equipment, and time to setup and take down the closure, shall be included in Maintenance of Traffic. Payment shall be made as follows:

Pay Item

Maintenance of Traffic I-69

Pay Unit

Lump Sum

Appendix B

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, the Royal Bank of Scotland, 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 subsubcontractor 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:

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

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
TOTAL LABOR AND MATERIAL TO COMPLETE					

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 C

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					ITRCC USE ONLY			
<input type="checkbox"/> <input type="checkbox"/> The subcontractor is INDOT prequalified. (Confirmation Only)					ORIGINAL CONTRACT		\$	
<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 D

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 E

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: _____

Subcontractors

Subcontractor Name

WBE
Percent

MBE
Percent

2013 Bridge Painting

Bid Sheet

	Bridge:	Str. #2-4, US 41 (Calumet Ave.) (MM 4.2) EB & WB
--	----------------	--

Item No.	Item Description	Unit	Price
1	Mobilization and Demobilization	LSUM	
2	Maintenance of Traffic	LSUM	
3	Construction Engineering	LSUM	
4	Clean Steel Bridge, QP-2	LSUM	
5	Paint Steel Bridge	LSUM	
6	Hazardous Materials Remediation	LSUM	
		Sum	

	Contractor	
	By:	
	Title:	
	Date:	

NOTE:

The above list represents the Pay Items. Any cost for any other item needed to complete the work, but not specifically listed in the Pay Items, shall be included in the cost of the above listed pay items. No additional, separate Pay Items will be given for payment.

2013 Bridge Painting - Phase 2

Bid Sheet

Bridge: Str. 4-1 over Huehn Street - (MM 5) EB &WB

Item No.	Item Description	Unit	Price
1	Mobilization and Demobilization	LSUM	
2	Maintenance of Traffic	LSUM	
3	Construction Engineering	LSUM	
4	Clean Steel Bridge, QP-2	LSUM	
5	Paint Steel Bridge	LSUM	
6	Hazardous Materials Remediation	LSUM	
		Sum	

Contractor _____

By: _____

Title: _____

Date: _____

NOTE:

The above list represents the Pay Items. Any cost for any other item needed to complete the work, but not specifically listed in the Pay Items, shall be included in the cost of the above listed pay items. No additional, separate Pay Items will be given for payment.

2013 Bridge Painting - Phase 2

Bid Sheet

Bridge: Str. #15-4, Babcock Rd. (MM 28) EB &WB

Item No.	Item Description	Unit	Price
1	Mobilization and Demobilization	LSUM	
2	Maintenance of Traffic	LSUM	
3	Construction Engineering	LSUM	
4	Clean Steel Bridge, QP-2	LSUM	
5	Paint Steel Bridge	LSUM	
6	Hazardous Materials Remediation	LSUM	
		Sum	

Contractor _____

By: _____

Title: _____

Date: _____

NOTES:

The above list represents the Pay Items. Any cost for any other item needed to complete the work, but not specifically listed in the Pay Items, shall be included in the cost of the above listed pay items. No additional, separate Pay Items will be given for payment.

Appendix F

ITRCC Mainline MOT

Not Applicable for this project

Appendix G

ITRCC Lane Closure Policy

Not Applicable for this Project

Appendix H

LOCATION MAPS





Google earth

feet
meters





Str 15-4 - Babcock - MM 28

Timberland Dr

Nautica Dr

W 1000 N

N 200 W

Indiana Toll Rd (Toll road)



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Google earth

Google earth

