

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

**REQUEST FOR BID**

FROM: Robert D. Ladson, PE  
Infrastructure Manager

DATE: September 15, 2014

SUBJECT: **2014 Bridge Deck Surface Profiling**

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

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**Overview:**

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

**The ITR Concession Company, the privately owned company that operates the Indiana Toll Road, desires to perform surface profiling by diamond grinding the pavement at various bridge decks along the Indiana Toll Road.**

**The work includes all steps, items and materials necessary for to complete the Scope of Work in accordance with current INDOT standards and specifications, the Special Provisions, and the RFP.**

**Contractor must also provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards. The ITRCC requests bids from responsible contractors.**

**Location:**

The project is spread out through miscellaneous locations on the Indiana Toll Road from Milepost 5 to Milepost 143, and consists of diamond grinding both lanes of the bridge deck at various locations and restoring the pavement markings.

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

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**1.0 INSTRUCTIONS:**

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<b>1.1 <u>SUBMIT BIDS TO:</u></b>	<b>LABEL BID/BID CONTAINER:</b>
ITR Concession Company LLC Attn: Nathan Edwards, EI Email: nedwards@indianatollroad.org	Project Title: 2014 Bridge Deck Surface Profiling

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**1.2 DUE DATE & TIME FOR SUBMISSION:**

**Date:** September 30, 2014  
**Time:** 12:00 P.M. (EST)

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

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

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

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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.

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1.7 **PROJECT CONTACT:**

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

<b>Attn:</b>	ITR Concession Company LLC
<b>Title:</b>	Nathan Edwards, EI
<b>Email:</b>	Infrastructure Engineer
<b>Phone:</b>	nedwards@indianatollroad.org
	(574) 651-2464

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

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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.

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1.9 **METHOD OF BIDDING**

The Contractor shall bid on all areas.

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1.10 **CONTRACT MAKE UP AND AWARD**

Basis of award will be based 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 any and all bids.

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**2.0 SPECIFIC TERMS AND CONDITIONS**

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**2.1 INDOT Pre-Qualifications**

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

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**2.2 RESERVATION**

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

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**2.3 PAYMENT OF TOLLS**

The Contractor and all Sub-Contractors will be reimbursed by the ITRCC for any tolls accrued during the project on the Indiana Toll Road. In order to receive reimbursement, all of the Contractor’s vehicles must be equipped with an I-Zoom, which must all be linked to the same I-Zoom account. Reimbursement may be invoiced at the completion of the project.

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**2.4 COMPLIANCE WITH APPLICABLE LAW**

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

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**2.5 WAGE RATES            N/A**

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**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.

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

ITR Concession Company is committed to providing fair and representative opportunities for MBE / WBEs 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 / WBEs 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 / WBE 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.**

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2.8 **WORK LIMITS**

Contractor shall perform work within the Indiana Toll Road right-of-way limits. In cases of working near the intersection of State or local roads, work may require restriction or closures on local or state roadways. 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.

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2.9 **APPLICATION FOR PAYMENT**

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

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2.10 **PERMITS AND OTHER RELATED DOCUMENTS**

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

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2.11 **SALES TAX**

**The ITRCC is subject to Indiana sales tax.** The contractor shall be responsible for paying all sales tax on all goods and services liable for sales tax. The contractor shall include the sales tax in the unit prices of the various pay items. No separate pay item will be provided.

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2.12 **SCHEDULE AND CONTRACT COMPLETION DATE**

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

The schedule shall outline surface profiling work for every segment by day for the duration of the project. This schedule shall depict the lane closure (work) by lane, direction, between which mile posts, the day and time of the closure, and the type of work being performed. The schedule is to be presented to the Project Manager at the Pre-Construction Conference for discussion and approval. Preferably, the schedule should be done in MS Projects.

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2.13 **RESPONSIBLE CONTRACTOR**

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

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

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2.14 **SUBCONTRACTOR FORM AND USE**

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

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2.15 **INSURANCE**

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

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2.16 **SAMPLE CONTRACT**

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

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3.0 **SCOPE OF SERVICES**

Item Descriptions-Minimum Work Tasks

1. The contractor is to diamond grind all areas listed in Appendix F and depicted in Appendix G of 2014 Bridge Deck Surface Profiling bid package.
2. The Contractor is to replace all pavement markings that are damaged or removed during grinding and grooving operations.
3. Bridge decks identified in the bid package shall be diamond ground to restore a desirable pavement friction.
4. Diamond grinding and equipment is to meet the current INDOT Standard Specifications - Section 500, INDOT Special Provisions, federal and state standard provisions and standard drawings.
5. The contractor shall take all necessary precautions to see that no damage is done to any existing ITRCC maintained property due to their operations.
6. In event that any ITRCC maintained property is damaged due to the Contractor's activities, such damage shall be repaired immediately at the Contractor's expense and to the satisfaction of the ITRCC Representative.
7. The ITRCC reserves the right to modify, change, add or delete any areas during the solicitation period and up to the issuance of a contract.
8. Work includes all steps, items, equipment and materials necessary for to complete the work.
9. All work shall be completed in accordance with INDOT standards and specifications, the Special Provisions, the RFP, and the contract documents.
10. 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 in accordance with the current edition of the Indiana MUTCD, INDOT Design Standards and the ITRCC's standards.
11. All Lane Closures must be in accordance with the ITRCC's Lane Closure Policy.
12. Contractor is responsible to call for all utility locates. (Including both 811 and the ITRCC service.)

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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**

**Sample Contract**

**SAMPLE 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
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>					

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

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

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

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

**FINAL WAIVER OF LIEN**

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

TO WHOM IT MAY CONCERN:

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

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

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

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

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

## CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA )  
 COUNTY OF )

TO WHOM IT MAY CONCERN:

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

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

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

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

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

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

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

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

**Appendix B**

**Subcontractor Form**



# SUBCONTRACTOR FORM

ITRCC Updated 7/22/09

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

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

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

## **Appendix C**

# **Responsible Contractor Form and Policy**

## **RESPONSIBLE CONTRACTOR POLICY**

### **I. PURPOSE**

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

### **II. INTRODUCTION**

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

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

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

The Policy provides that the following requirements shall be met:

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

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

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

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

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

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

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

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

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

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

Responsible Contractor compliance will be part of the contract renewal consideration.

D. Responsibilities: The responsibilities of Company Staff and contractors are defined as follows:

1. Company Staff: Company Staff shall have the following responsibilities:

- a. communicate the Policy to all bidding contractors;
- b. secure agreement to comply with the Policy from contractors; and
- c. review the relevant contractor's compliance documentation and make recommendations as needed for action to correct any pattern of non-compliance.

2. Contractors: Contractors will have responsibility for the following:

- a. submit to the Company a Responsible Contractor self-certification on a form approved by the Company;
- b. provide any information requested by the Company in connection with this Policy;
- c. communicate the Policy to subcontractors;
- d. attend pre-construction meetings as directed by the Company; and
- e. hold pre-job conferences with contractors and appropriate union representatives if a contractor is utilizing union contractor (s).

E. Fair Wages: The Policy avoids a narrow definition of "fair wage" that might not be practical in all areas of contracting. The Policy looks to local practices concerning type of trade and type of project.

In determining "fair wages" concerning a specific contract in a specific market, primary consideration will be given to the Indiana Common Construction Wage Act. Additional items that may be considered include local wage practices, prevailing wages, labor market conditions and other items.

F. Selection Process: Given the time and expense required to solicit and evaluate potential contractors, it is not required that the Company solicit all potential contractors.

The Company will ensure, to the extent commercially reasonable, that there is a selection process that is inclusive of potentially eligible Responsible Contractors. Competitive bidding does not necessarily assure inclusion of Responsible

Contractors. However, for the avoidance of any doubt, the Company will retain full commercial discretion to conduct the bidding process in a manner that is consistent with its overriding responsibilities and to seek to minimize or control costs while ensuring the provision of the quality operation of the Toll Road.

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

[PLACE ON COMPANY LETTERHEAD]  
[FORM]

**RESPONSIBLE CONTRACTOR**

**CERTIFICATION**

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

Contractor \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Appendix D**

**Bid Documents**

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

**Proposal Sheet**

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

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

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

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

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

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

**Bid Contact Person**

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

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

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

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

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

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



**Subcontractors**

Subcontractor Name

WBE  
Percent

MBE  
Percent

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**Bid Tab**

Item #	Description	Unit	Quantity	Unit Price	Total
1	Mob. / Demob.	LS	1		
2	Construction Engineering	LS	1		
3	Diamond Grinding	SYS	11,929		
4	Snowplowable Raised Pavement Marker, Remove	EA	44		
5	Snowplowable Raised Pavement Marker	EA	44		
6	Paint Mob. / Demob.	LS	1		
7	4" White	LFT	4,180		
8	5" Skip	LFT	2,200		
9	4" Yellow	LFT	4,180		
10	MOT	LS	1		
11	Temporary Pavement Markings Removable, 4 Inch	LFT	2,200		

Grand Total:

**Appendix E**

**Special Provisions**

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**1.0 GENERAL:**

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**1.1 Contract Completion Date:**

The contract must be completed by May 17, 2013.

**1.2 Sales Tax:**

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

**1.3 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.

**1.4 Bids:**

Bid prices need to reflect *all* requirements in the RFP including but not limited to, Mobilization, Demobilization, Construction Engineering, Maintenance of Traffic, etc.

**1.5 Utility Locates:**

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

**1.6 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.

**1.7 Claims:**

No claim from the Contractor shall be made for damage, including but not limited to, damage for delay, increased expense, maintenance, startup 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.

**1.8 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>).

**1.9 Daily Reports:**

Contractor shall submit Daily Report electronically to the ITRCC within 2 days.

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**2.0     MOBILIZATION AND DEMOBILIZATION:**

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**2.1     **Mobilization and Demobilization:****

Mobilization and Demobilization shall be as specified in the current INDOT Specification Book. 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 Section. Upon mobilizing to a particular section, the contractor may submit 50% of the Mobilization and Demobilization pay item. The balance can be applied for upon demobilizing and acceptance of the work. Payment shall be made as follows:

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

**3.0 MAINTENANCE OF TRAFFIC:**

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**3.1 Description:**

This work shall consist of maintaining traffic at all locations described in the project. Including, but not limited to, the Indiana East-West Toll Road mainline, shoulder, at all entry and exit ramps and local roads/streets, parking lots within the limits of the Contract.

**3.2 Maintenance of Traffic Plan:**

The Contractor shall develop and follow a Maintenance of Traffic plan specifically designed for this project. The plan must be 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 and the ITRCC's standards.

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

3.6 **Lane Occupancy Penalty (Lane Rental Charge):**

If a contractor continues to work beyond the allowable hours depicted in Lane Closure Policy without a valid waiver, the contractor will be charged, as a penalty, a “lane rental charge.” The rate for the first two hours will be at \$500.00 per hour or fraction thereof. The rate, if the lane occupancy occurs for the third and successive hours, will be at \$1,000.00 per each hour or fraction thereof for each hour that the lane is continued to be occupied.

3.7 **U-Turn Policy:**

With the exception of the following, construction vehicles are prohibited from performing U-Turns within limits of lane restrictions. U-Turns will be allowed within restriction limits providing the passing lane from which the turn initiates is restricted, however, in this instance the driving lane in the opposite direction must not be restricted. U-Turns will be permitted beyond the limits of restrictions.

This policy will apply to all construction vehicles, semi-trucks and/or construction equipment. It shall be contractor’s responsibility to conform to this policy.

In the event U-Turns create major problems, the ITRCC reserves the right to limit U-Turns in specific circumstances.

When using median cross-overs, the contractor shall remove the delineators and replace them when finished with the cross-over. Under no circumstance shall the contractor drive over the delineators. Any delineator damaged by the contractor shall be replaced at the contractor’s expense.

3.8 **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:

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance of Traffic	Lump Sum

**4.0 CONSTRUCTION ENGINEERING**

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**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. 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.
3. All mix designs need to be sent to, reviewed, approved and stamped “Released for Construction” by an independent engineering firm. Then the mix designs are to be sent to the ITRCC Project Manager for review and approval, and stamped “Approved – ITRCC Date: xx-xx-xx.” Mix designs shall satisfy all INDOT Standard Specifications, Sections 401, 402 and 410. Cost for the design approval is to be included in the cost of Construction Engineering.

**4.2 Method of Payment:**

Payment shall be made as follows:

**Pay Item**

Construction Engineering

**Pay Unit**

Lump Sum

## 5.0 PAVEMENT SENSORS

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### 5.1 **General**

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

### 5.2 **Location of Pavement Sensors:**

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

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

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

### 5.3 **Pavement Sensor Base Specifications:**

The pavement sensor base is a Quixote Nu-Metrics® Groundhog G-8 canister with the following:

- Dimensions – 6 In. (diameter) x 3.25 In. (height)
- Weight – 1 pound
- Wall Thickness – 0.6 In.
- Core Drill Size: 6.5 In.
- Material: Molybdenum Disulfide filled nylon thermoplastic
- Density: 0.0743 lb./in<sup>3</sup>
- Lid/Housing: 10 tpi - 3¼ in. bolt circle, ¼ in. dia. pins, Double-grooved, silicon o-ring construction
- Operating Temperature: -40°F to +185°F
- Humidity: 0 to 100%
- Chemical Exposure: Sodium chloride, calcium chloride, calcium magnesium acetate, magnesium chloride, potassium acetate, etc.

### 5.4 **Weigh-in-Motion Sensors:**

The ITRCC has a set of Weigh-in-Motion pavement sensors embedded in the pavement in all four lanes near Mile Post 71.6, just west of the Olive Road Bridge.

If an operation destroys one of these sensors – it will have to be replaced at the expense of the Contractor. Care should be taken not to destroy any of these sensors. The sensors will be located in the field by the Contractor.

**6.0 DIAMOND GRINDING & GROOVING**

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**6.1 Diamond Grinding & Grooving Requirements:**

The grinding shall be completed by mechanical grinding equipment in accordance with INDOT Standard Specifications Section 500, more particularly Section 507 and all applicable referenced sections. Grinding shall be completed in a longitudinal direction and shall begin and end at lines normal to the pavement centerline in any ground section. The surface area of pavement designated shall be planed in a manner that results in uniform texture. The width of kerf shall be adjusted to maximize skid resistance.

Residue and excess water resulting from this operation shall be removed from the roadway by vacuuming. Residue and water shall not be permitted to either flow across lanes occupied by traffic or to flow into gutters or other drainage facilities.

**Equipment:**

The equipment shall be power-driven, self-propelled machines equipped with diamond blades specifically designed to grind, groove, and texture PCCP. The grinder shall have a depth control device that will detect variations in the concrete surface and adjust the cutting head height to maintain the depth of groove specified. The grinding machine shall be equipped with devices to control alignment. The equipment must be able to grind and groove the surface of the pavement to the smoothness tolerances and textures specified in INDOT Standard Specifications, section 500, without causing excessive raveling and tearing the surface, and without cracking or fracturing the aggregates.

**Grinding and Grooving Operations:**

Grinding shall be performed in a longitudinal direction. Grooving shall be performed in a transverse direction. The grinding and grooving operation shall proceed in a manner that produces a uniform finished surface and improved pavement friction while providing positive lateral surface drainage by maintaining a constant cross-slope between grinding and grooving extremities in each lane.

**6.2 Measurement & Method of Payment:**

Areas shall be visually inspected to ensure that adjacent surfaces are in the same plane. Areas found to be insufficiently ground or out of tolerance shall be reground at the Contractor's expense.

Diamond grinding and grooving, regardless of depth, will be measured by the square yard.

Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Diamond Grinding	SYDS

The cost of all grinding, grooving, diamond cutting heads, tining teeth, cleaning of the pavement, and all incidentals shall be included in the cost of the pay item for diamond grinding.

## 7.0 PAVEMENT MARKINGS

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### 7.1 Application Time & Line Specifications:

Upon completion of the grinding and/or grooving sub contractor will be required to apply the paint marking as spelled out in Sections 801 and 808 of the INDOT Standard Specifications. The pavement markings shall be as follows:

1. Permanent markings along the shoulders edge will be 4" in width.
2. The skip line shall be 5" in width and 25' in length and 25' apart.
3. The edge line marking shall be 11' 6" edge to edge in the Driving Lane and from 11' 0" edge to edge in the Passing Lane from the center joint.
4. Gore area pavement markings shall be 12" (300 mm) or 24" (600 mm). Gore hatch markings shall be the "chevron" style shown in the IMUTCD.

### 7.2 Application Rates:

The contractor shall be required to apply two coats of the marking paint. Final pavement striping shall begin no later than 2 weeks following the completion of the grinding/grooving operation (weather permitting). Following the 2nd application, if after a period of 4 weeks the new roadway markings have faded, the contractor will be required to come out and apply a third coat of paint, on the mainline only.

Failing to meet the deadline to install the new markings will incur a \$2000.00 per day penalty.

### 7.3 Pavement Markings Material:

This work and material shall be in accordance with current INDOT Standard Specifications Sections 808 and 921. If thermoplastic markings are used the material shall be Thermo-Quick 701 or approved equal. Thermoplastic markings shall be applied at the rate of 48 gallons per mile (112.9 L/km) of broken line. The minimum set line (no beads) thickness shall be 30 mils (760 um). Immediately following the application of the thermoplastic markings, reflectorization shall be provided in accordance with current INDOT Standard Specification Section 808.07 (b) 1 and Section 921.

### 7.4 Lane Closure Restrictions:

Installation of the pavement markings must adhere to the Lane Closure Policy.

### 7.5 Mobilization & Demobilization for Paint Striping:

The item "Mobilization & Demobilization for Paint Striping" is for the mobilization and demobilization of the pavement marking contractor during the initial application(s) of the paint.

7.6 **Temporary Pavement Markings:**

Temporary pavement markings shall be removed upon installation of the permanent pavement markings.

7.7 **Basis of Payment:**

The application of the two coats will be paid for as one unit price. The cost of the mobilization & demobilization will be for the double coat of paint marking.

7.8 **Method of Payment – Payment shall be made as follows:**

**Pay Item**

**Pay Unit**

Mobilization & Demobilization for Paint Striping  
Pavement Marking, Paint, Solid, Yellow, 4” (Double Coat)  
Pavement Marking, Paint, Solid, White, 4” (Double Coat)  
Pavement Marking, Paint, Broken, White, 5” (Double Coat)

LSUM  
LFT  
LFT  
LFT

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**8.0 DIAMOND GRINDING NEAR A RAMP AND TRAFFIC CONTROL**

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**8.1 Description:**

Several of the project locations are near Exit/Entry Ramps.

**8.2 Restrictions and Closures:**

The ramps must remain open to traffic at all times.

**8.3 Traffic Control:**

The Contractor will provide a MOT plan, stamped by a Profession Engineer registered in the State of Indiana, and signs that are installed in accordance with the current edition of the Indiana MUTCD, INDOT Design Standards and the ITRCC's standards.

**8.4 Method of Payment:**

The method of payment will be as follows:

1. The diamond grinding will be paid for at the contract unit price for the respective item.
2. All ramp traffic control will be included in the Maintaining Traffic pay item.

# **Appendix F**

## **Estimate Quantities**

**Diamond Grinding - Bridge Areas**

MP	County	Direction	FNS@40	Str. No.	Str. Name	Length (Ft)	Width (Ft.)	# of Lanes	Area (Sq Yd)
5.16	Lake	EB	22.6	3/4-2	Gostlin St	250	25	2	694.4
10.02	Lake	EB	21.7	7-5	Elgin, Joliet & Eastern RR	620	25	2	1,722.2
20.09	Lake	WB	21.7	11-4	Hobart Rd	220	38	3	928.9
27.04	Porter	WB	22.2	15-3	CSX	230	25	2	638.9
32.41	Porter	EB	24.6	16-8	CR 250E (Sattley Rd)	320	25	2	888.9
33.41	Porter	EB	24.4	17-1	CR 350E (Jackson Center)	300	25	2	833.3
47.65	LaPorte	WB	19.3	20-1	SR 29 / US 35	380	25	2	1,055.6
76.73	St. Joseph	WB	18.3	29-2	McCombs St / Abandoned RR	400	25	2	1,111.1
95.66	Elkhart	WB	24.5	35-1	CR 15	400	25	2	1,111.1
104.85	Elkhart	WB	23.9	37-6	CR 35	310	25	2	861.1
131.37	Lagrange	WB	25.0	47-1	Fawn River - East Crossing	380	25	2	1,055.6
142.41	Steuben	WB	24.0	50-8	CR 700N	370	25	2	1,027.8
Total:						4180	313		11,929

# **Appendix G**

## **ITRCC Lane Closure Policy**

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### I. PURPOSE

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

### II. SCOPE

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

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

The Lane Closure Policy does not apply to the following:

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

### III. REFERENCES

Department Lane Closure and CARS Program Reporting IM-117I

### IV. RESPONSIBILITIES

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

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

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

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### V. PROCEDURE

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

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

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

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

## Lane Closure Policy

Procedure ID: IM-1161

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

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

### VI. RECORDS AND FILES

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

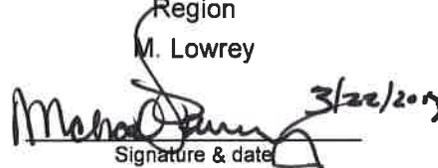
### VII. APPROVALS

CEO  
F. Redondo  
  
Signature & date 4/11/2013

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

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

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

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

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

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

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

### VIII. REVISION HISTORY

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



## Lane Closure Policy

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Effective: 03/22/13

### Appendix A Pre-Approved Lane Closures

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

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

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

## Lane Closure Policy

Revision: 3  
Effective: 03/22/13

Procedure ID: IM-116I

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

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

## Lane Closure Policy

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

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

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

## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

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

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

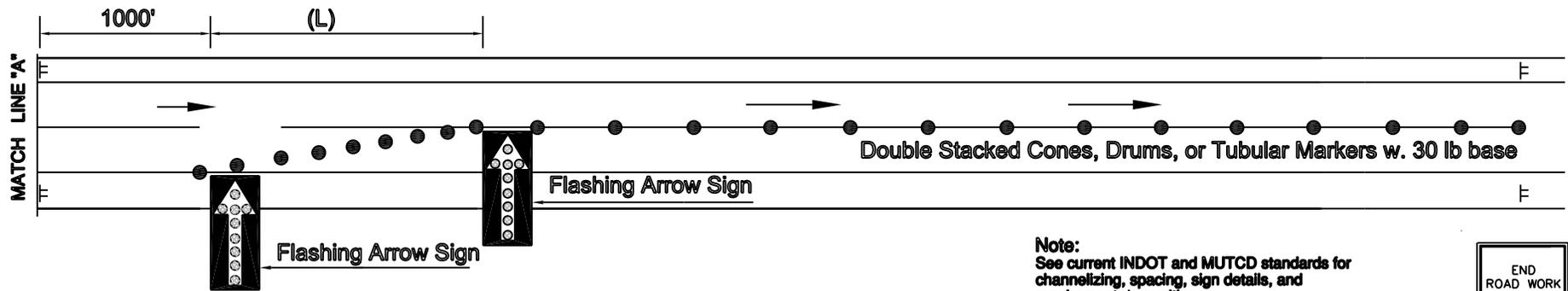
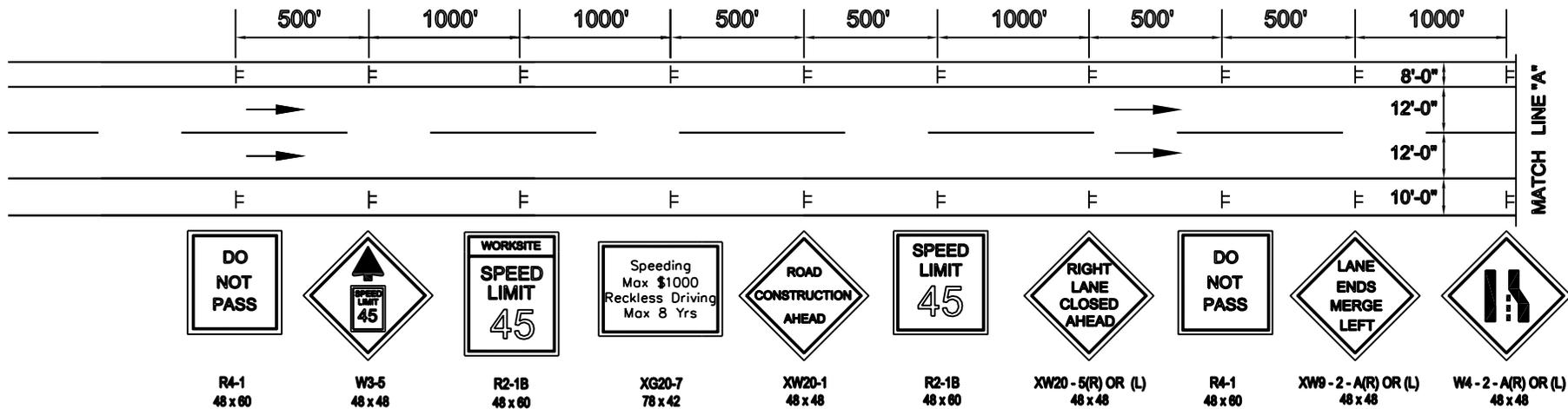


## Lane Closure Policy

Procedure ID: IM-116I

Revision: 3  
Effective: 03/22/13

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



**Note:**  
 The taper length (L) shall be 840' from the first flashing arrow to the skip line.  
 All cones in the taper shall be double stacked cones, laid out 25' apart (min. of 34 cones).

**STANDARD  
 SET UP 'B'**

**Note:**  
 See current INDOT and MUTCD standards for channelizing, spacing, sign details, and requirements/regulations



**G20-2  
 48 x 24**

REVISIONS	
DATE	SHEET NO.
Jan 2008	Added Worksite Partially Signs jtk/w
Feb 2009	Changed wording in Notes jtk/w
July 2011	Updated Signs jk
July 2012	Updated Signs BDC
March 2013	Updated Signs BDC



**ITR Concession Company LLC  
 Infrastructure Department**

DESIGNED: J. Leskowitz	DRAWN: J. Leskowitz
DATE: May 2006	DATE: May 2006
CHECKED: S. Wolfe	CHECKED: M. Hoesack
DATE: May 2006	DATE: May 2006

**ITR CONCESSION COMPANY LLC**

**TRAFFIC MAINTENANCE DETAIL**

HORIZONTAL SCALE	None	BRIDGE FILE NO.	N/A
VERTICAL SCALE	None	DESIGNATION NO.	N/A
SURVEY BOOK NO.	N/A	PROJECT NO.	N/A
CONTRACT NO.		SHEET	1 of 1