

EXHIBIT 1
ABBREVIATIONS AND DEFINITIONS

[Provided Separately]

EXHIBIT 2

INDOT-PROVIDED APPROVALS

1. Categorical Exclusion, Level 4 (FHWA) – Included in RID as “Categorical Exclusion_0501212 (Final - Signed).pdf” dated XX/XX/201X
2. Section 401 Water Quality Certification (IDEM) – Included in RIDs as “xxxxxxx.pdf” dated x/xx/201x.
3. State Isolated Wetland General Permit (IDEM) – Included in RIDs as “XXXXX.pdf” dated X/XX/201X.
4. Section 404 of the Clean Water Act Permit (USACE) – Signed RGP included in RIDs as “XXXX.pdf” dated X/XX/201X.
5. Construction in a Floodway Permit (IDNR) --- included in RID as “XXX.pdf” dated X/XX/201X

EXHIBIT 3

KEY PERSONNEL

[NAMES OF KEY PERSONNEL TO BE INSERTED PRIOR TO EXECUTION.]

Key Personnel Position:

Individual's Name:

Project Manager

[_____]

Construction Manager

[_____]

Construction Superintendent

[_____]

Lead Engineer

[_____]

Storm Water Quality Manager

[_____]

Design Quality Manager

[_____]

Maintenance of Traffic Manager

[_____]

Certified INDOT Utility Coordinator

[_____]

Environmental Compliance Manager

[_____]

Public Involvement Plan Manager

[_____]

EXHIBIT 4

BONDS

- 4-A FORM OF PERFORMANCE BOND
- 4-B FORM OF PAYMENT (LABOR AND MATERIAL) BOND

EXHIBIT 4-A

FORM OF PERFORMANCE BOND

Bond No. _____

For

I-65 SOUTHEAST INDIANA PROJECT

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Indiana Department of Transportation, an agency of the State of Indiana (“INDOT” or Obligee”) has awarded to **[INSERT DESIGN-BUILDER’S NAME]** (the “Design-Builder” or “Principal”), a Public-Private Agreement, I-65 Southeast Indiana Project (the “Agreement”) to design and build the I-65 Southeast Indiana Project (the “Project”);

AND WHEREAS, it is one of the conditions of the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”) are firmly bound and held unto the Obligee, in the penal sum of _____ Dollars (\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. If the Principal shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Agreement, including any and all amendments, supplements, and alterations made to the Agreement as therein provided, on the Principal’s part to be kept and performed at the time and in the manner therein specified, if the Principal shall indemnify and save harmless the Obligee, its directors, officers and agents, as therein stipulated, and if the Principal shall reimburse upon demand of the Obligee any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

2. The obligations covered by this Bond specifically include liability for liquidated damages and warranties as specified in the Agreement, but not to exceed the bonded sum.

3. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Agreement, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Agreement, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

4. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

5. Whenever the Principal shall be, and is declared by INDOT to be, in default under the Agreement, provided that INDOT is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the work covered by this Bond in accordance with the terms and conditions of the Agreement then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Agreement then in effect, using a contractor or contractors approved by INDOT as required by the Agreement (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without INDOT's express written consent), arrange for a contract meeting the requirements of the Agreement between such contractor or contractors and INDOT, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the bonded sum.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single

new representative, signed by all of the Co-Sureties. The initial representative shall be _____.”

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ on this _____ day of _____, A.D., 20__.

Principal (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT 4-B

FORM OF PAYMENT BOND

Bond No. _____

For

I-65 SOUTHEAST INDIANA PROJECT

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Indiana Department of Transportation, an agency of the State of Indiana (“INDOT” or Obligee”) has awarded to **[INSERT DESIGN-BUILDER’S NAME]** (the “Design-Builder” or “Principal”), a Public-Private Agreement, I-65 Southeast Indiana Project (the “Agreement”) to design and build the I-65 Southeast Indiana Project (the “Project”);

AND WHEREAS, it is one of the conditions of the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”) are firmly bound and held unto the Obligee, in the penal sum of _____ Dollars (\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Agreement, whether said labor be performed and said materials and supplies be furnished under the original Agreement, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

2. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Agreement, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Agreement, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby

waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

3. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.”

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D.,
20__.

Principal (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT 5

INVOICE AND INVOICE CERTIFICATE

Design-Builder logo, address, phone number, fax number and website here

Owner Name

Date: xx/xx/xxxx

Address

Attention:

Project: Project Name

Agreement Number: Pxxx-xx-xxx

Purchase Order Number: xxxxxx

Invoice Number: xx

For professional, technical, and construction services rendered in connection with Project XXXXXX, Project Agreement No. Pxxx-xx-xxx

Invoice Period Covered is _____, 20XX through _____, 20xx

ORIGINAL CONTRACT:	\$
AUTHORIZED CHANGES:	\$
TOTAL CONTRACT:	\$
TOTAL INVOICE THROUGH LAST PERIOD	\$
CURRENT INVOICE AMOUNT	\$
TOTAL INVOICED TO DATE	\$
PERCENT INVOICED	\$
REMAINING PATCHING ALLOWANCES	\$
TOTAL AMOUNT PAID TO DATE	\$
ADJUSTMENT TO PREVIOUS PERIOD INVOICE:	\$
ADJUSTED TOTAL PREVIOUSLY BILLED:	\$

REMAINING BUDGET:	\$
NET AMOUNT DUE INVOICE #XXX	\$

Submitted by:

Name (Position)

Date

Approved by:

Name (Position)

Date

WORK DESCRIPTION	BUDGET	PREVIOUSLY INVOICED		CURRENT INVOICE		REMAINING BUDGET	
		Percent Complete	Funds	Percent Complete	Funds	Percent	Funds
MOBILIZATION							
Mobilization	\$	%	\$	%	\$	%	\$
PROFESSIONAL SERVICES							
<i>Design Work</i>	\$	%	\$	%	\$	%	\$
<i>Environmental Permitting and Compliance Services</i>	\$	%	\$	%	\$	%	\$
<i>Design Work for Utility Adjustment</i>	\$	%	\$	%	\$	%	\$
BONDS AND INSURANCE							
<i>Payment Bond Premium</i>	\$	%	\$	%	\$	%	\$
<i>Performance Bond Premium</i>	\$	%	\$	%	\$	%	\$
<i>Insurance Premiums</i>	\$	%	\$	%	\$	%	\$
<i>Other</i>	\$	%	\$	%	\$	%	\$
GENERAL							
<i>Vegetation/Rule 5 Work</i>	\$	%	\$	%	\$	%	\$
<i>Erosion and Sediment Control</i>	\$	%	\$	%	\$	%	\$
BRIDGES AND RETAINING WALLS							
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$

WORK DESCRIPTION	BUDGET	PREVIOUSLY INVOICED		CURRENT INVOICE		REMAINING BUDGET	
		Percent Complete	Funds	Percent Complete	Funds	Percent	Funds
SYSTEM IMPROVEMENTS (EXCLUSIVE BRIDGES AND RETAINING WALLS)							
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$

WORK DESCRIPTION	BUDGET	PREVIOUSLY INVOICED		CURRENT INVOICE		REMAINING BUDGET	
		Percent Complete	Funds	Percent Complete	Funds	Percent	Funds
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
OTHER PROJECT INFRASTRUCTURE							
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
<i>WBS Level 4</i>	\$	%	\$	%	\$	%	\$
SUBTOTALS	\$		\$		\$		\$

DEDUCTIONS	PREVIOUSLY DEDUCTED	CURRENT DEDUCTIONS
<i>Prohibited Lane Closures Liquidated Damages</i>		
<i>Faulty Pavement Liquidated Damages</i>		
<i>Etc.</i>		
SUBTOTALS		

TOTAL DUE THIS INVOICE:

\$

Design and Construction Quality Assurance Certificate for Payment and Invoice

In accordance with the PPA Documents, based on on-site observations and the data comprising the above application and invoice, the Design Quality Manager and Construction Manager or Project Manager certifies to INDOT that to the best of the Design-Build Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the PPA Documents, and the Design-Build Contractor is entitled to payment of the invoice.

**Design-Build Contractor Design Quality
Manager**

Date: _____

**Design-Build Contractor Construction
Manager/Project Manager**

Date: _____

The undersigned Design-Build Contractor certifies that to the best of the Design-Build Contractor's knowledge, information, and belief the work covered by this application for payment and invoice has been completed in accordance with the PPA Documents, that all amounts have been paid by the Design-Build Contractor for Work for which previous invoices were issued and payments received from INDOT, and that current payment shown herein is now due. All current subcontractors, suppliers and laborers invoices are included in this payment request and invoice.

**Design-Build Contractor Authorized
Representative**

Date: _____

EXHIBIT 6

DESIGNATION OF INITIAL AUTHORIZED REPRESENTATIVES

INDOT Representatives:

- **[INDOT REPRESENTATIVE(S) TO BE INSERTED PRIOR TO EXECUTION]**
- **Additional representatives designated in writing by the INDOT for specific matters**

Design-Build Contractor Representative:

- **[DESIGN-BUILD CONTRACTOR REPRESENTATIVE(S) TO BE ADDED PRIOR TO EXECUTION]**

EXHIBIT 7

**DESIGN-BUILD CONTRACTOR'S
PROPOSAL COMMITMENTS, CLARIFICATIONS AND ATCs**

Attachment 1: Proposal Commitments & Clarifications

Attachment 2: ATCs

ATTACHMENT 1 TO EXHIBIT 7

PROPOSAL COMMITMENTS & CLARIFICATIONS

[Pursuant to Section 5.10.1 of the ITP, negotiations will include the negotiations of this Attachment 1 to Exhibit 7 of the PPA concerning Proposal commitments and clarifications. INDOT will prepare the initial draft of this attachment, which is intended to reflect clarification of ambiguities within Proposer’s Technical Proposal, elements of the Proposal that were relevant, in INDOT’s sole judgment, to INDOT’s evaluation of the Proposal, areas of the Proposal that exceed the requirements of the PPA Documents, including the Technical Provisions, and such other items identified in the Proposal by INDOT, in its sole discretion. This attachment and exhibit shall not include, and the Preferred Proposer shall not be entitled to seek, (i) any clarifications of the PPA Documents through this exhibit; (ii) any approval, consent, waiver or acknowledgment from INDOT concerning aspects of its Proposal, including any means, methods, approaches or techniques proposed; or (iii) the inclusion of any additional element to such attachment and exhibit not agreed to by INDOT, in its sole discretion]

The following pages summarize certain commitments made by Design-Build Contractor in its Proposal submitted for the Project, which Design-Build Contractor agrees either meet or exceed the requirements of the PPA Documents. The commitments set forth herein are included in the scope of the Work. This summary is an overview of certain Design-Build Contractor commitments and is not intended to be an exhaustive list of commitments made in the Proposal that meet or exceed the requirements of the Contract Documents. Nothing contained herein shall limit, modify, discharge, eliminate or reduce the requirements of the PPA Documents listed in Section 1.3 or Design-Build Contractor’s obligations under Section 1.3.2.

Commitment No.	Proposal Location	Proposal Commitment
1.		
2.		
3.		
4.		
5.		
* * *		
N		

ATTACHMENT 2 TO EXHIBIT 7

ATCs

The following table lists Design-Build Contractor's Alternative Technical Concepts (ATCs), which are described in further detail in the ATC submittals, which Design-Build Contractor may incorporate into the Project. The Deviations specifically identified in the ATC submittals, other than design exceptions, are approved by INDOT subject to satisfaction of any conditions set forth in the letters from INDOT to Design-Build Contractor. Such Deviations, subject to satisfaction of any listed "conditions," expressly supersede any conflicting provisions in the Technical Provisions, as provided in Section 1.3.2 of the PPA. The ATCs, to the extent utilized by Design-Build Contractor, shall otherwise meet all requirements of the conditions set forth in INDOT letters, Technical Provisions and other Contract Documents.

ATC	No. []	[NTD – INSERT TITLE OF CORRESPONDING ATC]
ATC	No. []	[NTD – INSERT TITLE OF CORRESPONDING ATC]

[see attached]

[APPROVED ATCS AND INDOT APPROVAL LETTERS TO BE INSERTED AS PART OF THIS ATTACHMENT 2 TO EXHIBIT 7 IN EXECUTION VERSION]

EXHIBIT 8

Not used

EXHIBIT 9

FORM OF DESIGN-BUILD CONTRACTOR'S CHANGE REQUEST

I-65 SOUTHEAST INDIANA PROJECT

CHANGE ORDER REQUEST NO. _____ **CONTRACT NO.** _____

SECTION I

Name: _____ Date: _____

Title: _____

Contract No: _____ Agreement No: _____

Company Name: _____

Description:

Additions/Deletions/Modifications to Contract requirements:

Contract Requirement

Addition/Deletion/Modification

Scope:

Reason for Design-Builder Change Request:

Is this Request for Change Order for a Department-Directed Change?

Yes No

Please Explain:

Design-Builder Project Manager
Date:

SECTION II: Cost Estimate

The total cost estimate of this Change Order is \$ _____. Documentation supporting this Request for Change Order is attached as Exhibits _____ through _____.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____

This Request for Change Order is for (check the applicable categories below):

_____ A lump sum, negotiated price Change Order (provide information in Section IIA below)

_____ A unit price/quantities Change Order (provide information in Section IIB below)

_____ A Time and Materials Change Order (provide information in Section IIC below)

Section II-A

Lump sum price is \$ _____

Section II-B

UNIT PRICE ITEM	UNIT PRICE ¹	QUANTITY	PRICE (Unit Price x Quantity)

¹ For patching unit prices, refer to PPA Section 12.1.3.

Total of all items in above Table: \$ _____

Section II-C (Reference _____)

Summary of Request for Change Order by Categories: [Additives/(Credits)]

A.	Design-Builder Labor (construction)	
1.	Wages	\$ _____
2.	Labor benefits	\$ _____
3.	Subsistence and travel for craft labor	\$ _____
4.	Employer payment to supervisors	\$ _____
B.	Design-Builder and Subcontractor Labor (professional services)	
1.	Wages (Raw)	\$ _____
2.	Labor benefits	\$ _____
3.	Off-duty peace officers and patrol cruisers	\$ _____
C.	Materials (with taxes, freight and discounts)	\$ _____
D.	Equipment ¹	\$ _____
E.	Subcontracts (Time and Materials cost)	\$ _____
F.	Utility Direct Costs	\$ _____
G.	Overhead and Profit	
1.	Labor (20% of A)	\$ _____
2.	Materials (12% of C)	\$ _____
3.	Equipment (12% of D)	
4.	Subcontracts (7% of E)	\$ _____
5.	Utility Direct Costs (7% of F)	\$ _____
H.	Grand Total	\$ _____

¹ Equipment Costs (estimated or actual) based on Blue Book Equipment Rental Rates calculated in accordance with Section 109.05(b)4 of the INDOT Standard Specifications

Subcontractor quotes are attached as Exhibits _____ through _____ in accordance with Section 13.4.2.2 of the Contract. ***[To be provided to the extent work is to be performed by Subcontractors.]***

SECTION III: Delay Analysis

The status of Substantial Completion is as follows:

- Unaffected by this Request for Change Order
 - Affected by (increasing) (decreasing) the date of Substantial Completion by _____ calendar days.

- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Partial Acceptance is as follows:

- Unaffected by this Change Order Proposal
 - Affected by (increasing) (decreasing) the date of Partial Acceptance by _____ calendar days.
 - Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Final Acceptance is as follows:

- Unaffected by this Request for Change Order
 - Affected by (increasing) (decreasing) the date of Final Acceptance by _____ calendar days.
 - Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

Accordingly, the summary of the dates of Substantial Completion, Partial Acceptance, Final Acceptance, and Float are as follows:

1. Substantial Completion: _____
2. Partial Acceptance: _____
3. Final Acceptance: _____
4. Number of days of Project Float _____

A Delay Analysis Report is attached as Exhibit _____ in accordance with Section 13.4.2.3 of the PPA. ***[To be provided to the extent that Design-Builder is claiming an event, situation or change affects a Critical Path.]***

SECTION IV: Justification

Justification for this Request for Change Order with reference to the PPA:

SECTION V: Certification

Each Request for Change Order shall contain the following certification:

I, _____, the Authorized Representative of Design-Builder, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Request for Change Order, and that (a) the amount of time and/or compensation requested is justified as to entitlement and amount, (b) the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been or may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Request for Change Order is complete, accurate and current.

If the foregoing Request for Change Order includes claims of Subcontractors or Suppliers, the undersigned certifies that I have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount, and that any Subcontractor pricing data required to be provided has been provided in accordance with Section 21.2 of the Contract.

Design-Build Contractor Authorized Representative

Date: _____

Any pricing data provided by a Subcontractor in connection with a Request for Change Order shall include the certification required to be provided by Subcontractor under Section 21.2 of the Contract.

SECTION VI (Reviewed by INDOT)

INDOT Project Manager

Date _____

INDOT Area Engineer

Date _____

Comments:

FORM OF CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT NO. _____

SECTION I

Originator: _____ Date: _____

• Title: _____

Contract No: _____

• Company Name: _____

DESCRIPTION:

SCOPE:

REASON FOR DESIGN-BUILDER CHANGE REQUEST:

Design-Build Contractor Project Manager

Date

SECTION II

The total amount of this Change Order is \$ _____. Documentation supporting the Change Order is attached as Exhibits _____ through _____.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____

This Change Order Request is for (check the applicable categories below):

- _____ A lump sum, negotiated price Change Order (provide information in Section IIA below)
- _____ A unit price/quantities Change Order (provide information in Section IIB below)
- _____ A Time and Materials Change Order (provide information in Section IIC below)

Section II-A

Lump sum price is \$ _____

Section II-B

UNIT PRICE ITEM	UNIT PRICE ¹	QUANTITY	PRICE (Unit Price x Quantity)

¹For patching unit prices, refer to PPA Section 12.1.3.

Total of all items in above Table: \$ _____

Section II-C

Summary of Change Order Request by Categories: [Additives/(Credits)]

- A. Design-Build Contractor Labor (construction)
- 1. Wages¹ \$ _____
 - 2. Labor benefits²) \$ _____
- B. Design-Build Contractor and Subcontractor Labor (professional services)
- 1. Wages (Raw) \$ _____

2. Labor benefits	\$ _____
3. Off-duty peace officers and patrol cruisers	\$ _____
C. Materials (with taxes, freight and discounts)	\$ _____
D. Equipment ¹	\$ _____
E. Subcontracts (Time and Materials cost)	\$ _____
F. Utility Direct Costs	\$ _____
G. Overhead and Profit	
1. Labor (20% of A.1)	\$ _____
2. Materials (12% of C)	\$ _____
3. Equipment (12% of D)	\$ _____
4. Subcontracts (7% of E)	\$ _____
5. Utility Direct Costs (7% of F)	\$ _____
H. Grand Total	\$ _____

¹ Equipment Costs (estimated or actual) based on Blue Book Equipment Rental Rates calculated in accordance with Section 109.05(b)4 of the INDOT Standard Specifications.

Subcontractor quotes are attached as Exhibits _____ through _____ in accordance with Section 13.4.2.2 of the Contract. ***[To be provided to the extent work is to be performed by Subcontractors.]***

SECTION III

The status of Substantial Completion is as follows:

- Unaffected by this Change Order Proposal
 - Affected by (increasing) (decreasing) the date of Substantial Completion by _____ calendar days.
 - Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Partial Acceptance is as follows:

- Unaffected by this Change Order Proposal
 - Affected by (increasing) (decreasing) the date of Partial Acceptance by _____ calendar days.
 - Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Final Acceptance is as follows:

- Unaffected by this Change Order Proposal
 - Affected by (increasing) (decreasing) the date of Final Acceptance by _____ calendar days.
 - Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

Accordingly, the summary of the dates of Substantial Completion, Partial Acceptance, Final Acceptance and Float are as follows:

1. Substantial Completion: _____
2. Partial Acceptance: _____
3. Final Acceptance: _____
4. Number of days of Project Float _____

A Delay Analysis Report is attached as Exhibit _____ in accordance with Section 13.4.2.3 of the PPA. ***[To be provided to the extent that Design-Builder is claiming an event, situation or change affects a Critical Path.]***

SECTION IV

Justification for Change Order with reference to the PPA:

SECTION V: Certification

I, _____, the Authorized Representative of Design-Builder, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Change Order, and that (a) the amount of time and/or compensation requested is justified as to entitlement and amount, (b) the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been or may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Change Order is complete, accurate and current.

If the foregoing Change Order includes claims of Subcontractors or Suppliers, the undersigned certifies that I have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount, and that any Subcontractor pricing data required to be provided has been provided in accordance with Section 21.2 of the Contract.

Design-Build Contractor Authorized Representative

Date: _____

SECTION VI (Reviewed by INDOT)

INDOT Project Manager

Date _____

INDOT Area Engineer

Date _____

Comments:

EXHIBIT 10

LIQUIDATED DAMAGES AND LANE CHARGES

Table 10-1 Prohibited Construction Closures Liquidated Damages		
I-65 Mainline		
Category	Unit	Amount
Single Lane Prohibited Closures :		
Peak Hours – Weekdays 6 AM to 9 PM Weekends 2 PM to 8 PM Holidays 5 AM to 10 PM	15 minute	\$5,000 per lane mile per 15 minutes
Off Peak Hours – Weekdays 6 AM to 2 PM & 8 PM to 9 PM	Hour	\$10,000 per lane mile per hour
Night-time – (Failure to Notify INDOT) Weekdays 9 PM to 6 AM Weekends 9 PM to 6 AM Holidays 10 PM to 5 AM	Occurrence	\$2,500 per occurrence
I-65 Mainline		
Category	Unit	Amount
Full Roadway Prohibited Closures :		
Peak Hours – Weekdays 6 AM to 9 PM Weekends 2 PM to 8 PM Holidays 5 AM to 10 PM	15 minute	\$20,000 per mile per 15 minutes

Table 10-1 Prohibited Construction Closures Liquidated Damages		
Off Peak Hours – Weekends 6 AM to 2 PM & 8 PM to 9 PM	15 minute	\$10,000 per mile per 15 minutes
Night-time – (Failure to notify INDOT) Weekdays 9 PM to 6 AM Weekends 9 PM to 6 AM Holidays 10 PM to 5 AM	Occurrence	\$2,500 per occurrence
Other Ramps and Roadways		
Category	Unit	Amount
Ramp Prohibited Closures :		
Peak Hours – Weekdays 6 AM to 9 PM Weekends 2 PM to 8 PM Holidays 5 AM to 10 PM	15 minutes	\$2,500 per mile per 15 minutes
Off Peak Hours – Weekdays 6 AM to 2 PM & 8 PM to 9 PM	Hour	\$5,000 per mile per hour
Night-time – (Failure to notify INDOT) Weekdays 9 PM to 6 AM Weekends 9 PM to 6 PM Holidays 10 PM to 5 AM	Hour	\$1,000 per mile per hour
County Roads over I-65 Prohibited Closures		
Over 75 Days:	Day	\$1,500 per day

Notes to Tables:

1. Each measure of length shall be rounded up to the next mile. For instance, a closure of 100 feet shall be considered one mile. A closure of 1 mile and 100 feet shall be considered two miles.

2. Each measure of time shall be rounded up to the next unit (15 minutes, hour or Day, as applicable). For instance, if a lane closure occurs for 16 minutes and the unit increment is 15 minutes, it shall be counted as a 30 minute closure and twice the amount shall be payable.

3. An “occurrence” means a Construction Closure that started and continued past a listed start time, or started during a listed time period and the Design-Build Contractor did not comply with the notice, planning and, as applicable, pre-approval requirements relating Permitted Construction Closures. An occurrence happens once during any listed time period. For instance, if a Construction Closure was not planned in advance and the Design-Build Contractor closes a lane during a listed period, that is one “occurrence” and no other charges apply during that time period. “Occurrence” only applies to nighttime single lane Construction Closures on I-65 Mainline NB or SB.

Table 10-2		
Lane Charges for Lane Charge Construction Closures		
Category	Unit	Amount
I-65 Mainline Single Lane or Full Roadway Closures :		
Peak Hours – Weekdays 6 AM to 9 PM Weekends 6 AM to 2 PM & 8 PM to 9 PM Holidays 5 AM to 10 PM	Hour	\$10,000 per lane mile per hour
Off Peak Hours – Weekends 2 PM to 8 PM	Hour	\$5,000 per lane mile per hour
Night-time – 9 PM to 6 AM	Hour	No Lane Charge for Single Lane Closures
Night-time – 9 PM to 6 AM	Hour	\$5,000 per lane mile per hour for Full Roadway Closures

Notes to Tables:

1. Each measure of length shall be rounded up to the next mile. For instance, a closure of 100 feet shall be considered one mile. A closure of 1 mile and 100 feet shall be considered two miles.
2. Each measure of time shall be rounded up to the next unit (15 minutes, hour or Day, as applicable). For instance, if a lane closure occurs for 16 minutes and the unit increment is 15 minutes, it shall be counted as a 30 minute closure and twice the amount shall be payable.

Table 10-3
Liquidated Damages for Critical Work Activities

Category	Unit	Amount
Faulty Temporary Pavement	For each period of non-conformance with the Technical Provisions <u>Attachment 11-1</u> lasting more than 12 hours after notification and up to 18 hours without full cure	\$5,000 per any instance or instances that occur(s) in any one mile segment measured from the beginning of the work zone
	For each period of non-conformance lasting more than 18 hours after notification and up to 24 hours without full cure	\$10,000 per each instance or instances that occur(s) in any one mile length measured from the beginning of the work zone
	For each period of non-conformance lasting 24 hours after notification and each additional 24 hour period thereafter without full cure	\$15,000 per each instance or instances that occur(s) in any one mile length measured from the beginning of the work zone
Maintaining Lights, Electrical and Related Items Other Than Traffic Signals	For each period of non-conformance with Technical Provisions <u>Section 4.1</u> lasting 72 hours after notification and each additional 24 hour period thereafter without full cure	\$1,000 per each instance or instances that occur(s) within a one-tenth (0.1) mile length measured from the beginning of the work zone

Maintaining Traffic Signals	For failure to cure 4 hours after notification	\$500 per signal
	Each one hour period thereafter without full cure	\$500 per signal
Proceeding with Construction Before Hold Point is Approved	For each 24 hours of construction without a Hold Point approval and each additional 24 hour period thereafter	\$1,000 per incident
Work Area Access	For failure to cure 4 hrs after notification	\$1,000 per incident
Winter Shutdown	For each incident without prior written approval	\$1,000 per incident

Note to Table:

1. Each measure of time shall be rounded up to the next unit (hour or 24 hours, as applicable). For instance, if (i) a noncompliance of maintaining lights occurs and lasts for 25 hours after the expiration of the initial 72 hour notification period, it shall be considered to be 48 hours and twice the amount shall be payable; and (ii) construction associated with a Hold Point commences without a Hold Point approval and lasts for five (5) minutes, it shall be considered once such incident.

2. For example, with Faulty Temporary Pavement, for a single instance, the first assessment will occur one second after the expiration of the 12 hour cure period without full cure; the second assessment will occur one second after the expiration of 18 hours without full cure; the third assessment will occur one second after the expiration of 24 hours without full cure; subsequent assessments will occur for each 24 hour period, or any increment thereof, after the expiration of the first 24 hours without full cure.

3. With respect to Maintaining Traffic Signals, liquidated damages will be assessed for the initial failure to cure within four (4) hours and for each one (1) hour period thereafter (e.g., the first assessment will occur one second after the expiration of the four (4) hour cure period without full cure; the second assessment will occur one second after the expiration of the five (5) hour period without full cure; subsequent assessments will occur for each one (1) hour period, or any increment thereof, after the expiration of the sixth hour without full cure) until the repairs are made.

EXHIBIT 11
FEDERAL REQUIREMENTS
[Provided Separately]

EXHIBIT 12

DESIGN-BUILD CONTRACTOR'S DBE CERTIFICATION

[UNDER DEVELOPMENT]

EXHIBIT 13

FORM OF DRUG-FREE WORKPLACE CERTIFICATION

Design-Build Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Design-Build Contractor will give written notice to INDOT within ten (10) days after receiving actual notice that Design-Build Contractor or an employee of Design-Build Contractor has been convicted of a criminal drug violation occurring in Design-Build Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of agreed upon payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreed upon amount set forth in the Agreement is in excess of \$25,000.00, Design-Build Contractor hereby further agrees that the Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Design-Build Contractor and made a part of the contract or agreement as part of the contract documents.

Design-Build 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 Design-Build Contractor'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) Design-Build 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 Design-Build Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying INDOT and the Indiana Department of Administration in writing within ten (10) days after receiving notice from an employee under subparagraph (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

The undersigned affirms, under penalty of perjury that he or she is authorized to execute this certification on behalf of Design-Build Contractor.

Dated _____

Design-Build Contractor

By: _____

Name:

Title: