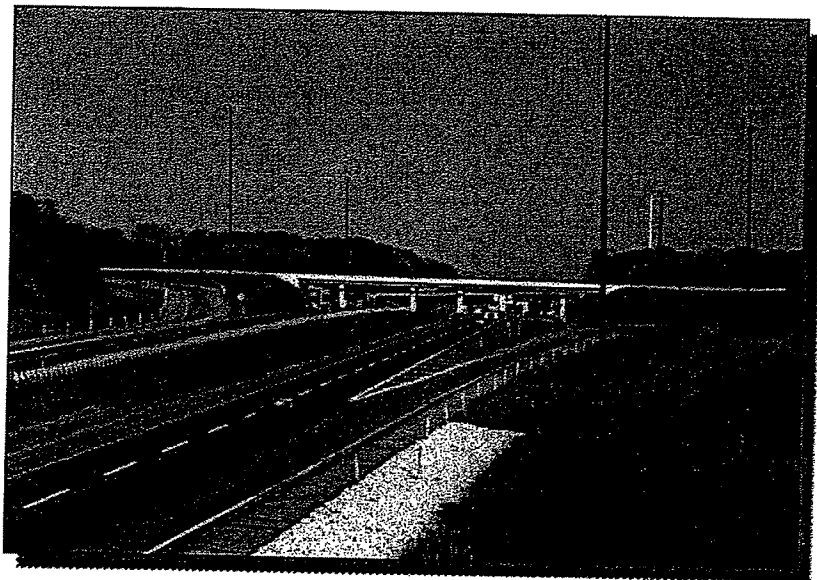


**CONCESSION AND LEASE AGREEMENT
FOR THE
INDIANA TOLL ROAD**

**Volume II of III
OPERATIONS AND PROCEDURES MANUAL**



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Concession and Lease Agreement for the Indiana Toll Road

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Concession and Lease Agreement for the Indiana Toll Road

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CHAPTER A: ORGANIZATION AND GENERAL INFORMATION

A.1. Purpose of Manual

The purpose of this Volume II of the Operating Standards is to provide guidelines and criteria to the Concessionaire on the basic development and submission of the Operational Plans (each a "Plan") discussed in the respective Chapters of this Volume. Each Plan shall be drafted to maintain constant operation of the ITR of the highest quality consistent with best highway management practices and the terms and conditions of the Operating Standards.

A.2. Staffing Identification

The Concessionaire shall be solely responsible for each employee of the Concessionaire and each Vendor, contractor, agent or Affiliate of the Concessionaire and his/her actions while on the ITR or performing his/her duties for the Concessionaire regarding the ITR. The number of employees required shall be determined by the needs of the Concessionaire to fulfill its maintenance, operation and contractual obligations consistent with the terms and conditions of the Operating Standards.

The ITR is a 24 hour-per-day, 365 days-per-year operation. For this reason, the Concessionaire shall recognize the need to have variable work shifts, employees, supervisors and personnel so as to maintain constant operations of the highest quality consistent with best highway management practices and the terms and conditions of the Operating Standards.

A.2.1. Essential Staff

The Concessionaire shall identify which staff is essential to the operation of the ITR. These persons may alternate based upon seasonal variations, operation requirements, weather conditions, etc. The essential staff personnel shall be "response-ready" and immediately contactable by the IFA, if and when an event warrants.

A.2.2. Non-Essential Staff

The Concessionaire shall employ persons who perform job duties as needed, but may not respond to an event or situation.

A.2.3. Shift Organization

The Concessionaire shall create work shifts that preserve the continual operation of the ITR. Staff requirements shall be based upon the actual and anticipated needs of the ITR.

A.2.4. Essential Staff Personnel Matrix

The Concessionaire shall create, maintain, submit to the IFA, and update as appropriate,

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a personnel matrix of the Concessionaire's essential staff which includes, but is not limited to, the following:

- ❖ Employee Name
- ❖ Title
- ❖ Position/Job Classification
- ❖ Basic Job Responsibilities
- ❖ Contact Information
 - ♦ Cell phone, mobile phone and/or pager number
 - ♦ E-mail (if applicable)
 - ♦ Home phone number

A.3. Interagency Coordination

The Concessionaire shall be aware that the operation of the ITR requires coordination with multiple agencies, including but not limited to, systems, departments, municipalities, counties, commissions and organizations (collectively for purposes of this Chapter, "Agencies"). The Concessionaire shall establish, maintain and provide coordination with Agencies that pass under, over, or are adjacent to ITR and Agencies that are impacted by the ITR.

It shall be solely the responsibility of the Concessionaire's to coordinate with the Agencies so that the continual operation of the ITR is not disrupted in any manner and that the Concessionaire's operation of the ITR does not unduly impact the Agencies. The Concessionaire shall be aware of, and shall incorporate accordingly into any Plan:

A.3.1. Seven Counties

Concessionaire shall be aware that the ITR is located in the northern part of the State of Indiana, within the limits of the following counties: Lake, Porter, LaPorte, St. Joseph, Elkhart, LaGrange and Steuben. As a result, the ITR passes over, runs adjacent to, collects traffic and distributes traffic to and from the various state routes, interstates and local routes within the seven counties.

A.3.2. Chicago Skyway Toll Bridge System

The Concessionaire shall be aware that the western end of the ITR Toll System starts and terminates, as appropriate, at the official designated state line between the State of Illinois and the State of Indiana where the Skyway Concession Company, LLC leases, operates and maintains the Chicago Skyway Toll Bridge System, which is owned by the City of Chicago.

A.3.3. Ohio Turnpike Commission (OTC)

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The Concessionaire shall be aware that the eastern end of the ITR Toll System starts and terminates, as appropriate, at the official designated state line between the State of Ohio and the State of Indiana where the Ohio Turnpike Commission operates and maintains the property.

A.3.4. Indiana Department of Transportation (INDOT)

The Concessionaire shall be aware that the ITR has many interchanges, overpasses and underpasses with U. S. routes and interstates that are being maintained and operated by LaPorte and Fort Wayne Districts of INDOT.

The Concessionaire shall coordinate its work efforts at those locations per the existing agreements and guidelines stated in the "Policy for Division of Maintenance and Construction Responsibilities at Points of Contact Between ITR and other Department of Transportation Divisions or Local/County Roads".

Any improvements along ITR such as an added travel lane, interchange modification, new interchange, road reconstruction, etc., shall be coordinated with INDOT, as well as included as part of INDOT's State Transportation Improvement Plan (STIP).

A.3.5. Michigan Department of Transportation (MDOT)

The Concessionaire shall be aware that the ITR has many interchanges, overpasses and underpasses with U. S. routes and interstates that are being maintained and operated by MDOT.

The Concessionaire shall coordinate its work efforts at those locations per the existing agreements and guidelines stated in the "Policy for Division of Maintenance and Construction Responsibilities at Points of Contact Between ITR and other Department of Transportation Divisions or Local/County Roads".

A.3.6. City, Town and County Governments

The Concessionaire shall be aware that the ITR has many interchanges, overpasses and underpasses with local routes that are being maintained and operated by appropriate city, town and county governments. The Concessionaire shall coordinate its work efforts at those locations per the existing agreements and guidelines stated in the "Policy for Division of Maintenance and Construction Responsibilities at Points of Contact Between ITR and other Department of Transportation Divisions or Local/County Roads".

Any improvements along ITR such as added travel lane, interchange modification, new interchange road reconstruction, etc., shall be part of Metropolitan Planning Organizations (MPO) and shall meet the Northern Indiana Regional Planning Commission (NIRPC)'s air quality model confirmation requirements.

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A.3.7. Army Corps of Engineers

The Concessionaire shall be aware that the ITR has many bridges that span over and has supports in numerous water bodies, in which the Army Corps of Engineers retains jurisdictional rights, and as such the Concessionaire shall also coordinate its work efforts in those water bodies with the Army Corps of Engineers appropriate office.

A.3.8 Railroads

The Concessionaire shall be aware that the ITR Bridge System spans over right-of-way owned and operated by numerous railroad companies at different locations as outlined in the table below.

The Concessionaire shall also be aware that the Chicago South Shore and South Bend Railroad spans over right-of-way owned and operated by ITR at M.P. 9.51, west of Cline Avenue Interchange with ITR (M.P. 10 Interchange).

