



ITR CONCESSION COMPANY LLC
3200 Cassopolis Street
Elkhart, IN 46514

INVITATION FOR BIDS

Date: 10/07/2024
Subject: 2024 Fall Works Program

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Overview

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

ITRCC is a privately owned company that finances, operates, and maintains the Indiana Toll Road. The work for this project includes all steps, items, and materials necessary to complete the Scope of Work in accordance with current INDOT standards and specifications, the Special Provisions, and this invitation to bid (IFB). The contractor shall provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards. ITRCC requests bids from responsible contractors, if applicable, for the work required. ITRCC reserves the right to modify, change, add, or delete any sections of scope during the solicitation period and up to the issuance of a contract. These changes shall be captured through addendums issued to all participating prime contractors.

Any contractor participating in the bid process must be aware of and meet all applicable requirements set forth in the “Indiana Toll Road Concession and Lease Agreement” (CLA). The CLA can be found on the Indiana Finance Authority (IFA) website at <https://secure.in.gov/ifa/2328.htm>. The contractor selected to deliver this Project will have demonstrated an ability to deliver this Project safely, competently, and with a strong focus on the ITRCC’s main drivers for the Project.

Project Overview:

ITRCC desires to hire a responsible contractor to perform PCCP pavement patches, bridge deck patches, approach slab repairs, and approach slab replacement at several locations along Indiana Toll Road, as identified in the *bid tab* attached to this IFB.

Schedule and Contract Completion Date

Bidders are required to provide major milestone dates for the Project, which include but are not limited to (i) Procurement schedule within 15 days of execution of the contract, (ii) 100 percent project completion by November 29, 2024.

- | | |
|--|-----------------------------|
| 1. Earliest Date to Begin Work | <u>10/22/2024</u> |
| 2. Substantial Completion of Project | <u>11/29/2024</u> |
| 3. Schedule Restrictions (No Closures/No Work) | <u>Holiday Restrictions</u> |



INSTRUCTIONS

Submit Bids To

Project Title: **2024 Fall Works Program**

Attn:

ITR Concession Company LLC

Brian Cherry

Civil Infrastructure Manager

Email: bcherry@indianatollroad.org

CC:

ITR Concession Company LLC

Tanya Zent

Procurement Assistant Manager

Email: tzent@indianatollroad.org

Due Date & Time for Submission:

Date: **10/22/2024**

Time: **3.00 PM EST**

Security

Performance and Payment \$ See sample contract.

Vendor Conference/Site Visit

Vendor Conference/Site Visit: **Required**

Mandatory Attendance: **Required**

The contractor is encouraged to visit the project site and thoroughly understand the site conditions prior to placing a bid. Bids must clearly state that the contractor thoroughly understands the site conditions.

Please email: bcherry@indianatollroad.org

CC: tzent@indianatollroad.org

Contractors are encouraged to perform a site visit at each site, where applicable. 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. Work items not specifically included in this IFB but required to complete the IFB required scope of services, shall be considered incidental to this contract and separate payment for these items will not be made.



Project Specific Questions:

If apparent errors, discrepancies, or unclear statements are found in the documents, contact the following representative utilizing the IFB contractor question and answer log found in the appendices.

Questions Attention to:

Attn: Brian Cherry
ITR Concession Company LLC
Brian Cherry
Civil Infrastructure Manager
Email: bcherry@indianatollroad.org

CC: Tanya Zent
ITR Concession Company LLC
Tanya Zent
Procurement Assistant Manager
Email: tzent@indianatollroad.org

All questions will be documented and responded to utilizing the IFB contractor question and answer log and/or through an addendum to the IFB.

Criteria For Evaluation and Award

ITRCC will evaluate how well each bid meets the requirements in terms of “responsiveness” to the IFB specifications. ITRCC also reserves the right to reject any and all bids.

The basis of the award will be the approach to safety, best price (including XBE inclusivity percentage), project delivery schedule, best product, best service, and overall impact on the ITR traveling public.

Method Of Bidding

Reference to “Governing Regulations” in this document henceforth will refer to: All services provided by the contractor, including but not necessarily limited to construction work performed by the contractor and all subcontractors shall be in compliance with all applicable Federal Highway Administration (FHWA), INDOT Manuals and Specifications, INDOT, and ITRCC special and unique provisions, Local Ordinances, and the CLA. In correlation with the governing standards, specific sections of INDOT standards have been called out in this document as a courtesy to efficient bidding and understanding.

The contractor shall complete a bid utilizing the provided document attached and/or referenced within this IFB. Bids/Proposals shall be completed recognizing the following governing regulations:

1. IFB Instructions to Bidders and description of pay items listed in the Schedule of Pay Items
2. Question and Answer Log
3. Unique Special Provisions
4. Contract Plans



5. Recurring Special Provisions INDOT
6. ITRCC Standards
 - a. MOT ITRCC standards
7. INDOT Standards and Specifications
8. Maintenance of Traffic
 - a. IMUTCD
 - b. INDOT

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. Unless altered within the "Scope of Work," the Contractor is to complete all the required documents and bid requirements detailed in the following list:

1. Bid documents included in the IFB package.
 - a. Completed ITRCC'S Responsible Contractor Policy
 - i. For bids to be considered "responsive," contractors must declare and certify 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.
 - b. Subcontracting Utilization Plan
 - i. Submission shall identify ALL subcontractors using the attached form "ITR Subcontractor Utilization Plan." This will be used to verify the bidder is able to meet or exceed the XBE requirement of at least 15% of the contract value. XBE bidders must submit this form to confirm the company is self-performing at least 15% of the contract value.

XBE participation is a requirement – not a goal.
 - c. Contractor's Safety Management Plan
 - d. Completed Schedule of Pay Items Form
2. Bid Documents to be provided by the Contractor.
 - a. 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 Indiana Toll Road.
 - i. GENERAL MANAGEMENT & APPROACH
 1. Team Organization
 - a. Key Personnel
 2. Safety Plan
 3. Innovative Approach Strategies



b. CRITICAL PATH METHOD (CPM) PROJECT SCHEDULE CONSTRUCTION

- i. Earliest Date to Begin Work
- ii. Substantial Completion of Project
- iii. Final Acceptance of Project
- iv. The contractor must submit a request – and receive approval - for any and all lane closures and/or restrictions.

3. Submit bids electronically.

SPECIFIC TERMS AND CONDITIONS

INDOT Pre-Qualifications

Under most circumstances, it is required that the contractor be an Indiana Department of Transportation (INDOT) pre-qualified Contractor who has engaged the services of an INDOT pre-qualified Consultant to perform all the required scope of work. If the Contractor, Sub-Contractor(s), Consultant, and/or Sub-Consultant(s) submitted are not pre-qualified, the ITRCC may reject the proposal unless the work being considered does not require pre-qualification.

Pre-qualification required for this Project: **YES**

Reservation

ITRCC reserves the right, at its sole discretion, to reject any and all bid proposals.

ITRCC reserves the right, at its sole discretion, to cancel, withdraw, postpone, modify, revise, or extend a bid proposal in whole or in part at any time prior to the execution by ITRCC of the CONTRACTOR Contract without incurring any obligations or liabilities.

ITRCC reserves the right, at its sole discretion, to ask written questions of the contractor, to seek written clarifications, and to conduct discussions on their proposals. Such requests will be for purposes of clarification only. The contractor agrees to respond to ITRCC's requests with the appropriate personnel to answer questions necessary to provide clarification of any areas where the intent or meaning of the submittal is in doubt.

Safety

The number one focus of this project shall be safety. Project must be 100% safe for all parties involved, including but not limited to:

- Customers
- Contractor's Workers
- ITR Concession Company LLC Staff
- Third Party Vendors
- Inspectors
- ISP and First Responders



- INDOT/State Officials

Indiana Department of Transportation (INDOT) work zone statistics indicate that back-ups are dangerous. Maintenance of Traffic (MOT) will be a top priority for the ITR Concession Company LLC (ITRCC). The goal of all MOT plans must be preventing back-ups while maintaining a safe work zone.

The contractor must develop and submit a Safety Plan that outlines their commitment to safety and demonstrates the measures to be incorporated in all activities to achieve a safe work environment. The contractor must perform both scheduled and spot audits of the Safety Plan. Safety audit findings and corrective actions must be logged and submitted to ITRCC with monthly claims for progress payments. A failure to provide satisfactory evidence of the application of an accepted Safety Plan and the associated audits may delay the processing of payment claims.

All contractors, prior to NTP (notice to proceed), must contact EHS to schedule ITRCC's Contractor Safety Training. Onboarding for all contractors is a requirement prior to beginning work on the project.

Compliance With Applicable Law

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

Contractual Requirements

The Contractor will be contractually required to meet all applicable requirements of the CLA, including but not limited to XBE participation of a minimum of 15% and Buy Indiana requirement of 90%. The CONTRACTOR shall endeavor to exceed the minimum requirements during the duration of the project. The CONTRACTOR shall provide ITRCC with a Payment and Performance Bond covering 100% of the contracted amount.

The Project shall be a Union Contract and along with the final proposal, the CONTRACTOR shall provide ITRCC with a Project Specific Agreement (PSA) with a no strike clause for all trades.

Subcontracting/Joint Ventures

☒ Allowed ☐ Not Allowed

ITRCC 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 on assignees and subcontractors will be required prior to the finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

Equal Opportunity and XBE Program

ITRCC is committed to providing fair and representative opportunities for W/M/V/DBEs (XBE) in all contracts related to the Indiana Toll Road. Neither ITRCC 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 Indiana Toll Road. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that XBEs are afforded a fair and representative opportunity to participate in ITRCC's contracts related to the Indiana Toll Road.

The requirement for the dollar value of XBE participation in contracts related to the Indiana Toll Road shall be 15% of the contract value. In order to qualify as an XBE, a vendor or sub must be certified with the Indiana Department of Administration (IDOA) or Indiana Department of Transportation (INDOT).

Equal Opportunity and XBE Program: ITRCC is committed to providing fair and representative opportunities for Women, Minority, Veteran, and Disadvantaged Business Enterprises (collectively, "XBE") in all contracts related to the Indiana Toll Road. Neither ITRCC 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 Indiana Toll Road. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that XBEs are afforded a fair and representative opportunity to participate in ITRCC's contracts related to the Indiana Toll Road.

XBE Participation means the dollar value of XBE spend in contracts related to the Indiana Toll Road. XBE Participation shall be a minimum of **15%** of the contract value, including such amount as may be amended through change orders or otherwise over the term of the contract (inclusive of the supply chain). In order to qualify as an XBE, a vendor or sub must be certified with the Indiana Department of Administration (IDOA) or Indiana Department of Transportation (INDOT).

XBE Participation is a requirement – not a goal.

Failure to Meet XBE Requirements

- a. If ITRCC determines that the XBE Participation requirements have not been met, it may withhold from the final payment the amount of the discrepancy between the amount of the contractual minimum participation amount and the achieved amount.
- b. Prior to withholding the amount of the discrepancy specified by this section, ITRCC shall notify the Contractor of its intent to withhold. The Contractor shall have seven (7) days to provide evidence to ITRCC to controvert the fact or amount of the proposed penalty. If the Contractor is unable to provide evidence to controvert the fact or amount of the proposed withholding, the amount will be deducted from the Contractor's final payment.
- c. ITRCC shall use all funds collected from withholdings under this section, exclusively for supporting and developing supplier diversity in northern Indiana.

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 restrictions 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 the exception of maintenance of traffic control at local roadways, the contractor shall keep vehicles, materials, and staging within the property maintained by ITRCC or else obtain authorization from the property owner.



If the ROW boundary is in question, it is the responsibility of the contractor to research existing ROW information from all available sources, including but not limited to INDOT records, County records, and Local Municipality records, to the extent necessary to provide an accurate basis for the establishment of the existing right-of-way.

Permits and Other Related Documents

Unless stated otherwise in the contract documents, the contractor shall obtain, at no cost to 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 ITRCC within sixty (60) days of receipt. Contractor shall notify ITRCC immediately if permit applications are denied and provide all correspondence with railroads, utilities, local, state, and/or federal agencies. Contractors are responsible for calling in all utility locates in accordance with ITRCC policies, which will be provided in the appendices of the Draft Contract.

Utility Coordination Responsibilities

The contractor shall identify all utilities within the project limits. All utilities within the project limits shall be marked prior to construction. These utilities shall be shown in the plans and contacted during the design process. All correspondence to and from the utilities shall copy the owner representative.

The contractor shall be cognizant of the project's impact on utility facilities. The contractor shall coordinate all existing utilities with construction activities on this project. The contractor shall ensure that potential delays in coordination and relocation of the affected utilities are minimized.

The contractor, at its sole cost and expense, shall obtain, on a timely basis, all of the authorizations, permits, and licenses necessary to perform and complete the Project as required by applicable law and regulations, as well as the CLA. The contractor shall assume all risks, costs, and expenses arising from the performance of the Project, including with respect to affected services and utilities, including public and/or private services and utilities which are affected by the Project and all costs and expenses derived from their identification, diversion, or relocation, the obtaining of authorizations, permits and preparation of reports; provided that to the extent necessary, ITRCC shall provide reasonable assistance in obtaining any necessary permits and/or authorizations that the contractor is unable to obtain.

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.

Insurance

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



Payment

Application for Payment

- a. Contractor shall submit to ITRCC a monthly invoice for the work performed within the pay period. The invoice should be received by ITRCC no later than the 15th 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:
 - a. Project Title
 - b. Contractor name and address
 - c. Invoice number
 - d. Invoice beginning and ending date
 - e. Date of submission
 - f. Safety reporting requirements
- c. Invoice must be itemized as follows:
 - a. Items description
 - b. Quantity
 - c. Unit of Measure
 - d. Unit Cost
 - e. Quantity for current invoice
 - f. 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. ITRCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.
- g. Contractor shall review the "Scope of Work" for payment requirements, methodology, retainage, and final payments specific to this project.

Payment Of Tolls

Unless specified within the project's specific scope of work, the Contractor and all Sub-Contractors will not be reimbursed by ITRCC for any tolls accrued during the project on the Indiana Toll Road.

Work Product

Each contractor agrees that the company (ITRCC) shall own and be entitled to use all ideas and work products in its proposals and all work products that are not required to be returned to the contractor under this IFB (e.g., written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids generated by or on behalf of contractor) received by the company prior to the cancellation of the procurement and/or contained in its proposals.

All plans, drawings, specifications, and other documents prepared by the contractor, its associated professionals, or other consultants constitute documents prepared for hire and shall become the



property of the company upon submittal of the proposal, including the transfer of all rights, title, copyrights, trademarks, licenses, intellectual property rights, and all other tangible and intangible property interests. In the event such documents, or any portion thereof, are not deemed to be made on a “work for hire” basis, the contractor, its associated professionals, and other consultants irrevocably assign all rights, titles, and interests, including copyright and intellectual property rights, in said documents to the company. Contractor agrees to execute such additional documents as may hereafter be reasonably requested by the company to further evidence such ownership by and/or assignment to the company and agrees to include provisions in all contracts with its associated professionals and other consultants that are consistent with and implement the requirements of this paragraph. As a clarification to the ownership and assignment rights set forth above, the company acknowledges that the plans, specifications, and other documents prepared by the contractor for this project may contain innumerable design details and typical specifications (“standard details/specifications”) which, collectively, form part of the design for the project but which, separately, are not project specific, are primarily related to function as compared to design form, are repetitive in nature and were not specifically developed for or identifiable with the project. The company acknowledges and agrees that the standard details/specifications shall remain the property of the contractor or its design professionals (subject to an irrevocable, royalty free, perpetual license for use in favor of the company) and may be used by the contractor or its design professionals on other projects, in other contexts or for other clients, so long as they are not collectively used in a manner which replicates the overall design concepts of the project.

The company will have the right to inform the preferred contractor regarding the contents of the other proposals after notification of the preferred contractor and that the contract may incorporate the above-described work product, ideas, or concepts based thereon.

MS4 Requirement

The contractor shall ensure that all construction activities shall be in accordance with IDEM, INDOT, and ITRCC Municipal Separate Storm Sewer Systems (MS4) requirements for inspections, Best Management Practices (BMP) for construction, and post-construction BMPs. In addition, all refuse materials shall be contained in properly covered receptacles when not in use and during overnight hours. No materials can be left on ITRCC property without written permission from ITRCC's Environmental, Health, and Safety (EHS) Manager or designee, Director of Operations, or Chief Operating Officer (COO).

Sample Contract

A sample contract has been included with the IFB. The provisions of the contract shall become a part of these special provisions and shall govern the work performed in accordance with this invitation for bids.



Scope of Services:

Project Overview:

This project includes PCCP pavement patches, bridge deck patches, approach slab repairs and approach slab replacement at several locations along the Indiana Toll Road.

1. The contractor shall perform the following in connection with this contract:
 - a. All work shall be completed in accordance with INDOT specifications and Indiana Toll Road Standards.
 - b. Work at the Toll Plazas that require lane or ramp closures shall be done at night.
 - c. Partial depth patches shall use Kwikbond PPC.
 - d. Full depth patches shall use a Cementous INDOT approved High-Early mix.
 - e. The contractor shall take all necessary precautions to ensure that no damage is caused to any existing ITRCC-maintained property by their operations.
 - f. If 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.
 - g. 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.
 - h. Work includes all steps, items, equipment, and materials necessary to complete the work.
 - i. All work shall be completed in accordance with applicable industry codes and standards.
 - j. Once on-site work begins, the contractor shall submit a proposed detailed schedule of work within the major milestones outlined below and agree to monthly status meetings in person, by phone, or in other virtual meeting environments set by ITRCC.
2. Payment and Performance Bonds costs are to be included in the bid as per the Sample Contract.
3. Major Milestones
 - a. The contractor is required to email confirmation that all items have been ordered or procured within 15 days of the contract's execution. At the time of confirmation, include lead times for material procurement and potential delays.
 - b. Contractor to reach 100% completion of scope no later than November 29, 2024

The contractor is responsible for calling all utility locates and any necessary permit fees. (Including both 811 and ITRCC service.)



Schedule of Values: (please use attached Excel sheet with your bid)

Location	Item	Qty	Unit	Unit Price	Total Price
South Bend West (EXIT 72)	Mob/Demob	1	LSM		
Night Work	MOT	1	LSM		
Detour on US 31/20	Deck Patch (SBW)	36	SFT		
Detour on Toll Road	Deck Patch (6792)	31	SFT		
5 PCMS Boards (14 day notice)	Deck Patch (6792-B)	75	SFT		
	PCCP Patch, Partial	180	SFT		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
Elkhart (EXIT 92)	Mob/Demob	1	LSM		
Night Work	MOT	1	LSM		
2 PCMS Board (14 day notice)	PCCP Patch, Partial	144	SFT		
	Curb Patch w/Dowel	15	SFT		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
Elkhart East (Exit 96)	Mob/Demob	1	LSM		
Night Work	MOT	1	LSM		
	PCCP Patch, Partial	96	SFT		
	Curb Patch w/Dowel	15	SFT		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
Bridge Approach					
MM 32.5 (16-8) EB DL Exit	Mob/Demob	1	LSM		
	MOT	1	LSM		
	PCCP Patch, Full	6	SYS		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
MM 47.5 (20-1) WB PL Exit	Mob/Demob	1	LSM		
	MOT	1	LSM		
	PCCP Patch, Full	11	SYS		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
MM 76 (28-1) EB/WB DL/PL	Mob/Demob	1	LSM		
	MOT	1	LSM		
	Deck Patch (WBPL)	16	SFT		



	Deck Patch (WBDL)	10	SFT		
	Deck Patch (EBPL)	24	SFT		
	Deck Patch (EBDL)	24	SFT		
				Total	
Location	Item	Qty	Unit	Unit Price	Total Price
MM 42.9 (19-1) EBDL & WBDL/PL	Mob/Demob	1	EA		
	Pavement Removal	395	SYS		
	Retrofitted Tie Bars	1	LSM		
	12" Concrete Pavement	393	SYS		
	MOT	1	LSM		
	Temp Barrier Wall	1	LSM		
	CZ Crash Attenuator	1	LSM		
	4" White, Solid, Pavement Marking	295	LFT		
	4" Yellow, Solid, Pavement Marking	165	LFT		
	5" White, Skip, Pavement Marking	148	LFT		
	HMA, 12.5mm, Type D, (2")	800	SYS		
				Total	

APPENDIX A – SAMPLE CONTRACT
ATTACHED

