





ITR CONCESSION COMPANY LLC
3200 Cassopolis Street
Elkhart, IN 46514

INVITATION FOR BIDS

Date: August 8, 2025
Subject: Truck Parking 6 N&S Pavement
Rehabilitation Construction



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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 MUTCD, INDOT, and ITRCC standards. ITRCC requests bids from responsible contractors, if applicable to 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 complete pavement rehabilitation for the truck parking lots at 6 N&S at mile marker 108 on the Indiana Toll Road. The construction of truck parking lots will be phased to still utilize truck parking and will not be closed entirely. This project also includes the disposal of street sweepings from several locations.

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 contract, (ii) 50 percent project completion October 15, 2025, (iii) 100 percent project completion by November 21, 2025.

- | | |
|--|-----------------------------|
| 1. Earliest Date to Begin Work | <u>09/08/2025</u> |
| 2. Substantial Completion of Project | <u>11/21/2025</u> |
| 3. Schedule Restrictions (No Closures/No Work) | <u>Holiday Restrictions</u> |



INSTRUCTIONS

Submit Bids To

Project Title: Truck Parking 6 N&S Pavement Rehabilitation Construction

Attn:

ITR Concession Company LLC

Brian Cherry

Civil Infrastructure Manager

Email: bcherry@indianatollroad.org

CC:

ITR Concession Company LLC

Ashley Traxler

East Infrastructure Area Engineer

Email: atraxler@indianatollroad.org

CC:

ITR Concession Company LLC

Tanya Zent

Procurement Assistant Manager

Email: tzent@indianatollroad.org

Due Date & Time for Submission:

Date: 8/29/2025

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 the appendices.

Questions Attention to:

Attn:

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

CC:

ITR Concession Company LLC
Ashley Traxler
East Infrastructure Area Engineer
Email: atraxler@indianatollroad.org

CC:

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.

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

Method Of Bidding

Reference to "Governing Regulations" in this document hence forth 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" Contractor is to complete the 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.

Prequalification requirements can be found at the following link: [INDOT-PQ-Rules-and-Statutes-Version-Feb-2021.pdf](#)

Pre-qualification required for this Project: ☒ Yes ☐ No

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 to 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 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 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.

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 dollar value of XBE participation in contracts related to the Indiana Toll Road shall be 15% of contract value. In order to qualify as an XBE, 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 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 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 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, 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 railroad, 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, and 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.

A list of all permits already acquired by the ITRCC will be provided to the contractor throughout the preconstruction services phase.

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 projects 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 product in its proposals and all work product that is 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, contractor, its associated professionals, and other consultants, irrevocably assign all right, title and interest, 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 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 BMP's. In addition, all refuse materials shall be contained in proper covered receptacles when not in use and in the 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:

The 6N&S parking lots are currently experiencing significant pavement failures within the designated parking spaces, particularly aligned with the tire paths of idling truck trailers. These failures manifest as cracks, depressions, and surface deterioration, which pose risks to both vehicle stability and safety. Notably, no pavement failures have been observed within the taxiway paths of the parking lot, suggesting that the structural integrity in those areas remains intact.

To address the identified issues, a comprehensive rehabilitation of the pavement is imperative. This process aims to repair the existing damage and reinforce the pavement's capacity to support heavy vehicles, ensuring a robust strength and stability for a minimum projected service life of 10 years.

The scope of this project includes conducting an initial site assessment, having an understanding of the plans, and performing the pavement rehabilitation for the truck parking lots at 6 N&S at mile marker 108 on the Indiana Toll Road. The ultimate goal is to restore the parking lots to a safe and functional state, accommodating the heavy demands placed upon them by frequent truck traffic. This project also includes the disposal of street sweepings from several locations. The contractor shall provide their proposal with a detailed lump sum bid.

SCOPE OF SERVICES

1. Contractor to perform a site assessment.
2. The contractor shall furnish all labor, materials, tools, and equipment necessary to perform the pavement rehabilitation at the truck parking lots. Please see bid documents attached for the plans and general information.
3. 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. The contractor shall supply and follow a Maintenance of Traffic Plan (MOT) for the ITR mainline and shoulder and/or supply an MOT for areas and situations for which an MOT has not been provided. Any MOT provided by the contractor must be signed and sealed by a Professional Engineer registered in the State of Indiana. All MOT must be in accordance with the current edition of the Indiana MUTCD, INDOT Standards, and the ITRCC Sample MOT plan. The cost to



- provide the MOT and the cost to comply with the Lane Closure Policy shall be included in the price.
- c. Any lane closure must be requested in writing and will only be allowed in accordance with the ITRCC's Lane Closure Policy.
 - d. The truck parking lots must be completed in phases to where half of the parking lot can be utilized during construction. See plans for proposed phasing limits.
 - e. Site Restoration - restore all disturbed ground which includes reseeded.
 - f. Contractor shall provide an estimated lead time to execute each milestone within the bid package.
 - g. Milestones:
 - a. Phase I by 15 days from Notice to Proceed.
 - b. Phase III by 45 days from Notice to Proceed.
 - c. Phases II and IV by 60 days from Notice to Proceed.
 - h. Each phase includes patching, milling, and resurfacing. Striping shall be included in phases II and IV.
4. The contractor shall dispose of street sweepings at multiple locations.
- a. The ITRCC will provide an operator and a loader at each location.
 - b. The road sweepings must be tested in accordance with landfill requirements prior to disposal. A waste profile for the landfill used shall be completed, and documentation must be submitted to ITRCC.
 - c. All manifested disposals shall be kept by tonnage disposed.
 - a. Bidders shall visit each site to confirm accuracy of tonnage as quantities may change. The locations and approximate tonnage are follows:
 - (1) MM136: 20 TONS
 - (2) MM87: 31 TONS
 - (3) MM72 Salt Barn Location: 4 TONS
 - (4) MM114: 20 TONS
 - d. Although it is extremely unlikely, if hazardous waste is discovered under the testing of the waste profile, ITRCC shall be contacted immediately.
 - e. All waste disposal records (certificate of disposal) shall be sent to EHS@indianatollroad.org for record keeping.
5. The contractor shall take all necessary precautions to ensure that no damage is caused to any existing ITRCC-maintained property during their operations.
6. In the 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 to complete the work.



9. All work shall be completed in accordance with applicable industry codes and standards.
10. 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.
 - a. All detailed site plans completed no later than 14 days from the fully executed contract
 - b. All materials ordered no later than 15 days from the fully executed contract
 - c. Contractor to reach Substantial Completion of scope no later than November 21, 2025
11. The contractor shall provide a nighttime adder in the form of a lump sum adder.
 - a. Nighttime work refers to all operations being performed between 7:00 pm and 7:00 am local time. Any traffic control devices must be removed prior to 7:00 am unless ITRCC approves written exceptions
 - b. Nighttime work should include all MOT and labor needed to complete the sign replacement at each respective location.
 - c. ITRCC reserves the right to award the contract with the nighttime adder after reviewing the impact of the proposed schedule

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

SCHEDULE OF VALUES

	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1.	Construction Engineering	1	LS		
2.	Mobilization and Demobilization	1	LS		
3.	Maintenance of Traffic	1	LS		
4.	Subgrade Treatment, Type II	11,840	SYD		
5.	HMA Patching, Full Depth, Type D	10,535	TON		
6.	HMA Patching, Partial Depth, Type D	1,015	TON		
7.	Milling, Asphalt, 2 in.	84,345	SYD		
8.	HMA Surface, 9.5 mm, Type D	9,740	TON		
9.	Line, Paint, Solid, White, 4"	30,500	LFT		
Base Bid Total					

Add Alternate A

	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
A1.	Nighttime Adder	1	LS		
Add Alternate A Total					

Total:

Base Bid:	
Base Bid + Add Alternate A:	

APPENDICES

Appendix A: Sample Contract

Appendix B: Subcontractor Utilization Plan

Appendix C: Responsible Contractor Form and Policy

Appendix D: Bid Documents

Appendix E: Special Provisions

Appendix F: Lane Closure Policy (External)

Appendix G: ITR Concession Company Operation Facilities Procedure

Appendix H: Geotechnical and Pavement Engineering Report



Appendix A

Sample Contract Attached

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
ITR CONCESSION COMPANY, LLC
AND**

This Construction Services Agreement (this “**Agreement**”) is entered into this day of **August**, by and between ITR Concession Company LLC (“**ITRCC**”) and () (the “**Contractor**”) (collectively, the “**Parties**”).

WITNESSETH

WHEREAS, ITRCC desires to engage Contractor to perform () along 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 such wiring construction and reconstruction services.

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 Agreement

The Contractor shall perform in good faith all activities necessary to accomplish the obligations set forth within Attachment A - Scope of Work and other requirements and obligations set forth in this Agreement (the “**Work**”).

Article 2 – Term of Agreement

2.1 The Work shall commence as of 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 ITRCC. The Contractor shall complete all Work required by this Agreement by or before ().

2.2 Time limits stated in the Contract Documents (the “**Contract Schedule**”) are of the essence of this Agreement. By executing this Agreement the Contractor Agrees that the Contract Schedule is reasonable, and agrees that it will perform all Work in accordance with such Contract Schedule.

Article 3 – Contract Sum

The lump sum price for the Contract is \$ (the “**Contract Sum**”). The Contract Sum shall not be subject to change or escalation, except as expressly provided for in this Agreement. The Contractor shall be solely responsible for any applicable sales and/or use taxes for equipment or property utilized in the execution of this Agreement.

Article 4 – Payments

4.1 Payments made by ITRCC 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 so long as such Work is satisfactory to ITRCC.

4.2 Payments will be made within forty-five (45) days of ITRCC's receipt of a valid invoice and Subcontractor Payment Certification as provided in Appendix D. In the event there are any disputes regarding invoice amounts, only the undisputed amount will be paid by ITRCC to the Contractor.

4.3 **Retention** – Five percent (5%) of the total amount of each invoice will be retained by ITRCC from each invoice submitted pursuant to this Article 4. The 5% retainage will be remitted to the Contractor upon issuing of a Warranty/Maintenance Bond for 50% of the contract amount for a period of two (2) years from the date the Contractor completes all Work pursuant to this Agreement in a manner satisfactory to ITRCC.

4.4 **Title and Liens** – The Contractor warrants that title to all Work described within any invoice will pass to ITRCC no later than the time of payment. The Contractor further warrants that upon submittal of an invoice, all Work for which invoices have been previously issued and payments received from ITRCC 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 ITRCC's interests.

4.5 **Payments to the Contractor** – The Contractor shall promptly pay each subcontractor, upon receipt of payment from ITRCC, 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 ITRCC shall not have an obligation to pay or see to the payment of money to any of Contractor's subcontractors except as may otherwise be required by law.

4.7 When ITRCC determines that the Work is substantially complete, ITRCC will issue a certificate of substantial completion which shall establish the date of ("**Substantial Completion**"), establishing the responsibilities of ITRCC 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 such Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

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 invoice from the Contractor, ITRCC will promptly make such inspection, and when ITRCC finds the Work acceptable and fully performed in accordance with the Agreement and the Contract Documents, ITRCC will promptly issue a final certificate for payment stating that to the best of ITRCC'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. ITRCC'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 Agreement, the Invitation for Bids that this Agreement was awarded pursuant to, 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 Attachment A Scope of Work, and all other appendices or attachments hereto, and Modifications issued after execution of this Agreement. A Modification is either (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 This Agreement, including all Contract Documents, represents the entire, integrated agreement between ITRCC and contractor and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement 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 ITRCC and a Subcontractor or sub-subcontractor, or (2) between any persons or entities other than ITRCC 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 – ITRCC

6.1 Services required of ITRCC – The Contractor shall be entitled to rely on the accuracy of information furnished by ITRCC 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, ITRCC 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, ITRCC 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 ITRCC to stop the work shall not give rise to a duty on the part of ITRCC to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 ITRCC’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, ITRCC, after 10 days’ written notice to the Contractor may make good such deficiencies and may deduct the reasonable cost thereof, including ITRCC’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 – 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 ITRCC, 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 ITRCC as a request for information in such form as ITRCC 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, restated 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 ITRCC that such means, methods, techniques, sequences or procedures may not be safe. The Contractor shall be responsible to ITRCC 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 Agreement. 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 ITRCC, in accordance with a Change Order.

7.5 **Warranty** – The Warranty Period shall be for two (2) years following the issuance by ITRCC of a Certification of Substantial Completion. The Contractor warrants to ITRCC 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 all applicable 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 all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify ITRCC 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 ITRCC, 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 ITRCC, 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 ITRCC access to the Work in preparation and progress wherever located.

Article 8 – ITRCC's Administration of the Contract

8.1 ITRCC will visit the site to monitor the Contractor's work activities. However, ITRCC will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ITRCC 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 ITRCC will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ITRCC 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 ITRCC's evaluations of the Work and of the Contractor's Applications for Payment, ITRCC will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

8.4 ITRCC will have authority to reject Work that does not conform to the Contract Documents.

8.5 ITRCC 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 ITRCC will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor. ITRCC will make initial decisions on all claims, disputes and other matters in question between ITRCC and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

8.7 ITRCC'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 ITRCC, 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 sixty (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 ITRCC waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes (a) damages incurred by ITRCC 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 ITRCC the names of all subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any subcontractor to whom ITRCC 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 ITRCC, and (b) allow the subcontractor the benefit of all rights, remedies and redress against the Contractor, as afforded to the Contractor to ITRCC 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 Agreement.

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 Agreement, 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 – ITRCC's Right to Perform Construction and to Award Separate Contracts

11.1 ITRCC reserves the right to perform construction or operations related to the project with ITRCC'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 ITRCC 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 ITRCC shall be reimbursed by the Contractor for costs incurred by ITRCC 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 submitted on forms subject to ITRCC's reasonable approval. 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 Agreement 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

13.1 The Work under this Agreement shall be performed pursuant to the schedule set forth in Attachment B. Time is of the essence under this Agreement. ITRCC shall have the right to apply liquidated damages of \$1,000.00 per day for each day from and after the relevant required date of Substantial Completion until the actual completion in accordance with the terms hereof. Payments by the Contractor under this Article 13.1 shall be limited to a maximum amount equal to 25% of the Contract Price.

13.2 Contractor must adhere to Appendix G and will be liable for any amounts due under this Appendix.

Article 14 – Changes in the Work

14.1 ITRCC, without invalidating the Contract, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Schedule being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by ITRCC and Contractor (a “**Change Order**”).

14.2 The cost or credit to ITRCC from a change in the Work shall be determined by mutual agreement of the Parties.

14.3 ITRCC will have authority to order minor changes in the work not involving adjustment in the Contract Sum or extension of the Contract Schedule and not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on ITRCC 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 Schedule 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 signed by ITRCC.

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 Change Order must be received by ITRCC so that ITRCC has sufficient time to review and act on the Request.

The Contractor shall not be compensated any work performed without an Approved Change Order from ITRCC.

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 ITRCC 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 ITRCC in writing. When the material or substance has been rendered

harmless, Work in the affected area shall resume upon written agreement of ITRCC and the Contractor. The Contract Schedule 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, ITRCC 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, ITRCC 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, employees, 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-contract (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:	Bodily Injury and Property
Comprehensive Form	Damage Combined:
Premises - Operations	\$1,000,000 each occurrence
Products/Completed Operations	
Hazard	
Contractual Insurance	Personal Injury:
	\$2,000,000 aggregate
Broad Form Property Damage	
Independent Contractors	
Personal Injury	Bodily Injury and Property
Explosion and Collapse Hazard	Damage Combined
Employer's Liability and	\$1,000,000 each occurrence
Worker's Compensation	Statutory Minimum Amount

17.1.1. The insurance required above shall be endorsed to name as ADDITIONAL INSURED ITR Concession Company LLC, the Indiana Finance Authority, the State of Indiana, 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 ITRCC.

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 ITRCC 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 ITRCC. 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.

17.1.12. ITRCC Third-Party Insurance Claim – In the event the Work is damaged and subject to a Third Party claim, ITRCC requests the Contractor shall provide pricing in relation to the Work in the form provided in Attachment E.

Article 18 – Correction of Work

18.1 The Contractor shall promptly correct Work rejected by ITRCC 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 Agreement, 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 ITRCC to do so unless ITRCC has previously given the Contractor a written acceptance of such a condition. ITRCC shall give such notice promptly after discovery of the condition. During the two-year period for correction of the Work, if ITRCC fails to notify the Contractor and give the Contractor an opportunity to make the correction, ITRCC 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, ITRCC 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 ITRCC. In the event that ITRCC approves of an assignment, Contractor agrees to bind its successors, executors, administrators and assigns to all covenants of this Agreement.

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 Agreement in the event of a material breach of this Agreement by the other party (including, without limitation, nonpayment of fees, failure to timely fulfill any responsibilities set forth in the Attachment A Scope 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, ITRCC may, at its sole option, immediately terminate this Agreement 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 Agreement, all of the rights and obligations of ITRCC 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) ITRCC 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, ITRCC 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 Agreement, 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 Agreement other than that which is expressly set forth in this Agreement.

21.5 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 dollar value of XBE participation in contracts related to the Indiana Toll Road shall be **15%** of contract value. In order to qualify as an XBE, 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.

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 (the “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 ITRCC 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 ITRCC hereunder. The forms of sworn statement and partial and final lien waivers are attached hereto as Attachment D.

Article 24- Negation of Employment, Partnership and Agency

This Agreement 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 Agreement, will be legally binding upon the Contractor or ITRCC unless in writing and signed by the Contractor and ITRCC.

25.2 No provision of this Agreement 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 ITRCC 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 Agreement 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 Agreement shall be sent by certified or registered U.S. Mail. The Contractor shall be responsible for keeping ITRCC currently advised as to the status of any claims made for damages

against the Contractor in any way related to this Agreement. The Contractor shall send notice of claims related to Work under this Agreement to:

Brian Cherry
ITR Concession Company LLC
3200 Cassopolis Street
Elkhart, Indiana 46514

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. Attachment E contains the Contractor's Pricing Form.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement as of the date set forth above.

For: ITR Concession Company LLC:

_____ **Name**

_____ **Title**

_____ **Date**

For:

_____ **Name**

_____ **Title**

_____ **Date**

Attachment A

Scope of Work

The Contractor shall mill 2" of asphalt pavement and resurface both the Indiana Toll Road truck parking lot 6 north and south. The Contractor shall perform full depth and partial depth patching, subgrade treatment is required with full depth patching. The Contractor shall install pavement markings as called out in the plans.

Attachment B

Schedule of Work

The Contractor shall complete all Work required by this Agreement by or before November 21, 2025.

Attachment C - Payment Schedule

	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1.	Construction Engineering	1	LS		
2.	Mobilization and Demobilization	1	LS		
3.	Maintenance of Traffic	1	LS		
4.	Subgrade Treatment, Type II	11,840	SYD		
5.	HMA Patching, Full Depth, Type D	10,535	TON		
6.	HMA Patching, Partial Depth, Type D	1,015	TON		
7.	Milling, Asphalt, 2 in.	84,345	SYD		
8.	HMA Surface, 9.5 mm, Type D	9,740	TON		
9.	Line, Paint, Solid, White, 4"	30,500	LFT		
Base Bid Total					

Add Alternate

	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
A1.	Nighttime Adder	1	LS		
Add Alternate A Total					

Total:

Base Bid:	
Base Bid + Add Alternate A:	

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO ITRCC

State of _____)SS.
County of _____)

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

[illegible]

1	2	3	4	5	6	7
Name and Address	Kind of Work	Amount of Contract	Retention (Inst. Current)	Net of Previous Payments	Net Amount This Payment	Balance to Become Due (Incl. Ret.)
TOTAL						

AMOUNT OF ORIGINAL
CONTRACT \$ _____
EXTRAS TO CONTRACT
\$ _____
TOTAL CONTRACT AND

WORK COMPLETED TO DATE \$ _____
LESS %RETAINED \$ _____
NET AMOUNT EARNED \$ _____
NET PREVIOUSLY PAID \$ _____
NET AMOUNT OF THIS PAYMENT \$ _____

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____ % of cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

(position)

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

The above sworn statement should be obtained by ITRCC before each and every payment

STATE OF INDIANA) Gty#_____
COUNTY OF) Loan#____

WHEREAS the undersigned has been employed by _____ to furnish labor and materials for the premises known as _____ in _____, Indiana, of which _____ is ITRCC.

Given under _____ hand _____ and seal
_____ this _____ day of _____,
200__.

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.

STATE OF INDIANA)
COUNTY OF)

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

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

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

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

Signed this _____ day of _____, 200__

Signature: _____
_____, Notary Public

Subscribed and sworn to before me this _____ day of _____ 200__

FINAL WAIVER OF LIEN

STATE OF INDIANA) Gty# _____
COUNTY OF) Loan# _____

TO WHOM IT MAY CONCERN:

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

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 ITRCC, on account of labor, services, material, fixtures,
apparatus or machinery heretofore furnished, or which may be furnished at any time thereafter, by the
undersigned for the above-described premises.

Given under _____ hand _____ and seal
_____ this _____ day of _____,
200__.

Signature and Seal: _____

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

CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA)
COUNTY OF)

TO WHOM IT MAY CONCERN:

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

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

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

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

Signed this _____ day of _____, 200__.

Signature: _____

Subscribed and sworn to before me this _____ day of _____ 200__.

_____, Notary Public

2022 Contractor Safety Rules

Safety:

The safety of ITRCC employees, contractors, customers and first responders exceeds any other priority on the Indiana Toll Road (the "ITR"). Work must be performed in such a manner that recognizes safety and the hazards posed while working on an interstate with each job performed resulting in zero injuries. To this end, ITRCC requires all contractors to follow the below safety rules as a means of preventing workplace injuries.

All contractor employees assigned to work on the ITR must go through an ITRCC Safety Orientation and have as ITRCC Safety Orientation decal on their hard hat prior to entering the work zone. Contractors must report to the ITRCC Safety Department any injury and supervisor investigation report of an injury within 24 hours. Any injury that required hospitalization, amputation, or removal of an eye must be reported within 8 hours.

Job hazards are an everyday occurrence on worksites. All tasks and related work zone activities are required to be accompanied by Job Hazard Analysis (JHA). JHA's should be kept at each jobsite location and discussed prior to commencing daily or a new work activity.

Near Miss Incidents are a reliable leading indicator to safety performance. A Near Miss Incident is an unplanned event that did not result in a recordable injury, property damage, or a fatality. Fortunately, a break in a chain of events prevented the injury, property damage, or fatality from occurring and should be reported. Near Miss Incidents should be reported on a monthly basis attached with current month billing and hours worked.

Contracted employees found to be in violation of the below safety rules or performing other unsafe acts are subject to immediate dismissal from the job site for the remainder of the project and any subsequent project on the Indiana Toll Road.

Projects which expose workers to traffic hazards, and or involve use of heavy equipment are required to follow ITRCC jobsite rules. These rules are to be followed on short or long duration projects.

To report any injury or incident on the ITR please contact our Traffic Management Center (TMC) at:

574-651-2480

Contractors must call TMC 30 minutes prior to lane closure set-up.

Contractors must call TMC when the last cone is removed during removal.

1. Walking across active lanes of traffic without proper traffic control is prohibited. Any employee found to be walking across a live lane of traffic will be immediately dismissed from the project.
 - a. The only exception is when ordered to cross a live lane to retrieve a road hazard by the Indiana State Police with appropriate traffic control measures in place.
2. A Class III Safety Vest is required when working on the ITR, unless the wearing of the required clothing is restricted by IOSHA or General Safety Practices.
3. A Hard Hat is required **at all times**.
4. Steel or Hard Toe boots are required while working on the ITR.
5. Hearing protection shall be used when sound levels are above IOSHA permissible levels. (85 dBA or more)
6. Safety Glasses are required when performing work in which debris may enter the eye.
7. Contractors are required to wear the appropriate hand protection when their hands are exposed to hazards.
8. Contractors shall wear and practice Fall Protection in accordance with the IOSHA Fall Protection Plan.
9. Respiratory protection shall be worn, when a contractor is exposed to airborne contaminants.
10. Backup alarms are required when the view to the rear is obstructed.
11. Only properly trained personnel shall operate equipment and vehicles.
12. All vehicles shall have emergency lighting visible from 360 degrees.
13. Any item placed on or near ITRCC mainline shall be marked with flashing lights to indicate its position
14. As a general principle the strong preference is for all movements on to and off of the ITR to be at toll plaza ramps or where acceleration / deceleration tapers are provided. Should the use of a crossover be authorized, vehicles must have 360° lighting activated.

- a. For the PUSH 2.0 Project the only authorized U-Turn/ Crossover location is at mile post 3.8. Any other location is not authorized and the employee will be subject to immediate dismissal from the project.
15. Emergency lights shall be activated before moving to the shoulder and should not be turned off until the vehicle has completed its action (entered a lot or reached normal highway speeds).
 - a) When traveling East or West for safety reasons you should enter a location in the following manner, right turn in, right turn out:
 - 1) As your vehicle approaches the location, operator will turn on appropriate directional signal and emergency lights; drive onto the outside shoulder well before driveway. Never slow down on pavement until the entire vehicle is on the shoulder
 - 2) When approaching the driveway on the outside shoulder, operator will make his/her right turn into the driveway.
 - b) Right-hand turns when leaving a building
 - 1) When leaving any building you will come to a complete stop at the start of the shoulder, activate emergency lights.
 - 2) When turning right, you will wait until traffic conditions are safe, turn right onto the shoulder and accelerate to a speed of at least **45 MPH** before pulling out onto the highway doing so in a way as to not disrupt traffic. Use appropriate directional signal.

Inspections:

Jobsite inspections are required activities at ITRCC. While jobsites should be inspected daily for hazards and environmental concerns, a weekly record shall be maintained to accurately report findings. Weekly (or after a rainfall of 0.5" or more in 24 hours) jobsite environmental inspections are a requirement of all ITRCC projects regardless of size. These inspections should indicate best management practice (BMP) storm water guidelines outlined by INDOT and shall indicate deficiencies found and corrections made. Reporting of all inspections, regardless, of type, should be sent to ITRCC monthly during the billing cycle.

Reporting:

To truly determine safety outcomes, and contractor and sub-contractor safety performance the number of hours worked on a job site shall be accurately reported. All contractors and sub-contractors are required to report total hours worked on the job during the billing cycle to receive payment. During the billing cycle all requests for payment shall contain accurate number of hours worked, the number of safety inspections performed, and the number of near miss incidents reported.

Tier II – Long duration projects which will not expose workers to traffic hazards

1. A Class III Safety Vest is required when working on the ITR, unless the wearing of the required clothing is restricted by IOSHA or General Safety Practices.
2. A Hard Hat is required **at all times**.
3. Steel or Hard Toe boots are required while working on the ITR.
4. Hearing protection shall be used when sound levels are above IOSHA permissible levels. (85 dBa or more)
5. Safety Glasses are required when performing work in which debris may enter the eye.
6. Contractors are required to wear the appropriate hand protection when their hands are exposed to hazards.
7. Contractors shall wear and practice Fall Protection in accordance with the IOSHA Fall Protection Plan.
8. Respiratory protection shall be worn, when a contractor is exposed to airborne contaminants.
9. Backup alarms are required when the view to the rear is obstructed.
10. Only properly trained personnel shall operate equipment and vehicles.
11. All vehicles shall have emergency lighting visible from 360 degrees.

Tier III - Short duration projects which will not expose workers to traffic hazards, or involve the operation of heavy equipment or vehicles

1. A Class III Safety Vest is required when working on the ITR, unless the wearing of the required clothing is restricted by IOSHA or General Safety Practices.
2. A Hard Hat is required **at all times**.
3. Steel or Hard Toe boots are required while working on the ITR.

4. Hearing protection shall be used when sound levels are above IOSHA permissible levels. (85 dBa or more)
5. Safety Glasses are required when performing work in which debris may enter the eye.
6. Contractors are required to wear the appropriate hand protection when their hands are exposed to hazards.
7. Contractors shall wear and practice Fall Protection in accordance with the IOSHA Fall Protection Plan.
8. Respiratory protection shall be worn, when a contractor is exposed to airborne contaminants.
9. Backup alarms are required when the view to the rear is obstructed.
10. Only properly trained personnel shall operate equipment and vehicles.
11. All vehicles shall have emergency lighting visible from 360 degrees.

Contractor Safety Certification

Contractor:

Project:

Invoice Period:

For the invoice period listed above, [Contractor Name] certifies the following safety items:

Work Related Injuries	
Lost Time/ Days Away	
Near Miss Incidents	
Safety inspections	
Number of safety violations	
Total hours worked in the invoice period	

Appendix A should be used to report injury, near-miss and safety violations.

Printed Name:

Title:

Signature:

Date:

Appendix A:

(Do not delete past reported issues)

[illegible]

ATTACHMENT E CONTRACTOR PRICING FORM

Should a third-party claim occur, ITRCC requires the following information to be able to file a claim with an insurance carrier. All pricing must be broken out and detailed.

Labor

Labor Charges	
Laborer Title	
Standard Hourly Rate	\$
Overtime Hourly Rate	\$

*These rates can include the cost of insurance, benefits, overhead and profit.

Number of Hours Worked	
Standard	
Overtime	

Equipment

Equipment Charges	
Type of Equipment	
Standard Hourly Rate	\$
Overtime Hourly Rate	\$

Number of Hours Used	
Standard	
Overtime	

*These rates can include all cost for fuel, oil, insurance, overhead and profit.

Rental Equipment

Rental Equipment Charges	
Type of Equipment	
Daily Cost	\$
Cost of Fuel and Materials for Use of Equipment	\$
Duration of Equipment Use	

Materials

Depending on the material used, we need it broken down into length, cubic yards, linear yards, square feet, size, gage, etc. The Indiana Department of Transportation has set up guidelines for Standard Specifications. All measurements should be made using the English System of measurement.

<https://www.in.gov/dot/div/contracts/standards/book/sep19/sep.htm>

Materials	
Material Type	
Cost of Material	\$
Number of Items/Loads Used to Complete the Job	

In addition, please include any changes to the original bid separately and include the cost of labor, equipment and materials as previously stated.

Appendix B

Subcontractor Utilization Plan Attached

ITR SUBCONTRACTOR UTILIZATION PLAN

Email: procurement@indianatollroad.org with any questions

Truck Parking Lots 6N & S Rehabilitation

Contractor:

Bid Total:

XBE Total:

--	--

VENDOR KEY:

S = SUBCONTRACTOR

M = MATERIAL SUPPLIER

E = EQUIPMENT SUPPLIER

SELECTION KEY:

L = LOW BIDDER

NB = NOT BIDDING

NL = NOT LOW BIDDER

O = OTHER (EXPLAIN IN REMARKS)

[illegible]

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

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

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

[PLACE ON COMPANY LETTERHEAD]
[FORM]

**RESPONSIBLE CONTRACTOR
CERTIFICATION**

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

Contractor _____

Signed _____

Title _____

Date _____

Appendix 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: _____

Schedule

Construction:

Subcontractor Payment Certification

1. Submission of this Certification Form is required with each invoice. No Payments will be made until this has been received.
2. Prime, Subcontractors and Material Suppliers must be certified as DBE, MBE or WBE by the State of Indiana to receive compliance credits as such below.
3. Submit invoice accompanied by this form to ITRCC for invoice processing for you contract.

Project Name: _____

Invoice # _____ Amount due This Invoice: _____

Prime Contractor Name: _____

Please circle the applicable identifier below:

DBE MBE WBE Union Indiana IVOSB Not Applicable

Amounts to be paid by the Prime to all Subcontractors/Suppliers from this invoice payment:

Authorized Subcontractor/Supplier	Non D/WMBE	DBE	MBE	WBE	Union	Indiana	IVOSB

Certification of Contractor/Vendor/Supplier or Authorized Representative

Under penalty of perjury, I certify that:

1. I am authorized to execute this Subcontractor Payment Certification (herein after "Certification Form");
2. I have conducted reasonable due diligence in collecting the information to be submitted with the Certification Form;
3. Based on my knowledge, neither the Certification Form nor any documents submitted with it contain any untrue information nor do any of the foregoing omit any material fact necessary to make the information provided true and complete;
4. I understand that my company is obligated to pay any and all subcontractors above within 14 days of the receipt of payment from the ITRCC;
5. I further understand that ITRCC may contact any subcontractors identified above to ensure their receipt of payments due from my company;
6. I understand that if ITRCC determines any information provided in the Certification Form is intentionally false or misleading, I may be in violation of The State of Indiana ordinance, which may subject me to a range of civil and criminal penalties, such as a fine of up to \$1,000.00 and an award to The ITRCC of up to three times any damages incurred. In addition, the ITRCC may pursue remedies at law or in equity, including termination of any and all contracts with my company, debarment of my company from doing business with the ITRCC, and referring the matter to the appropriate law enforcement agencies.

Name: _____

Signature: _____

Title: _____

Date: _____

SUBCONTRACTORS

Non

Subcontractor Name

D/WMBE

DBE %

MBE %

WBE %

Union I

Indiana

[illegible]

Appendix E

Special Provisions

1.0 **GENERAL:**

1.1 **Contract Completion Date:**

The Work performed pursuant to the Agreement must be completed by November 3, 2025

1.2 **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 ITRCC, all permits, local, state and/or federal. Copies of all of these documents shall be delivered to ITRCC within sixty (60) days of receipt. The 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 IFB including but not limited to, Mobilization, Demobilization, Construction Engineering, Maintenance of Traffic, etc.

1.5.1 **Utility Locates:**

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

1.5.2 **Emergency Phone Numbers:**

A list of telephone numbers shall be provided to 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.

1.5.3 **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 ITRCC and the State of Indiana (Web-link for the CLA: <http://www.in.gov/ifa/2328.htm>).

1.9 **Daily Reports:**

The Contractor shall submit Daily Reports electronically to ITRCC within 2 days.

2.0 CONSTRUCTION ENGINEERING

2.1 General:

The Contractor will be responsible for all applicable responsibility listed in the 2024 INDOT Standard Specifications 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 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.

2.2 Method of Payment:

Payment shall be made as follows:

Pay Item

Construction Engineering

Pay Unit

Lump Sum

3.0 MOBILIZATION AND DEMOBILIZATION:

3.1 Mobilization and Demobilization:

Mobilization and Demobilization shall be as specified in the 2024 INDOT Specifications. 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.

The payment of mobilization and demobilization will be limited to 5% of the total contract cost. The payment for mobilization will be 50% of the lump sum cost of the contract items for mobilization and demobilization. The remainder of the payment for the item will be considered for demobilization and paid at the completion of the project. Payment shall be made as follows:

Pay Item

Pay Unit

4.0 MAINTAINANCE OF TRAFFIC:**4.1 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.

4.2 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, 2024 INDOT Design Standard Drawings and Specifications, and 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, 2024 INDOT Standard Drawings and Specifications, and ITRCC Standards and as directed by the ITRCC Project Manager or the ITRCC Representative.

4.3 Lane Closure Policy:

Traffic restrictions on the Indiana Toll Road mainline prior to Memorial Day Weekend (May 27) and following Labor Day Weekend (September 5) shall conform to the ITRCC Lane Closure Policy.

Traffic restrictions after May 30 and prior to September 2 must be performed during nighttime hours (6:00 PM to 6:00 PM local time). Daytime closures will be granted on a case-by-case basis at the sole discretion of the ITRCC but will not be preferred and approval should not be expected.

The Contractor must submit a request – and receive approval - for any and all lane closures and/or restrictions.

4.4 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. The 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.

4.5 Lane Occupancy Penalty (Lane Rental Charge):

If the 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 \$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.

4.6 On Site Concrete Barrier Wall:

This work shall include all necessary equipment, labor, and materials required for relocation of the

Concrete Barrier Wall as shown on the plans and shall be included in the cost of Maintenance of Traffic.

4.7 Measurement and Method of Payment:

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

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

5.0 SUBGRADE TREATMENT, TYPE II:

5.1 Description:

This work shall include all necessary equipment, labor, and materials required for installation and necessary compaction of Subgrade Treatment, Type II as shown on the plans.

5.2 Specification:

Subgrade Treatment, Type II shall be in accordance with the 2024 INDOT Standard Specifications Section 207.

5.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials shall be included in Subgrade Treatment, Type II. Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Treatment, Type II	SYD

6.0 HMA PATCHING, TYPE D:

6.1 Description:

This work shall include all necessary equipment, labor, and materials for all HMA patching required for the project.

6.2 Specification:

HMA Patching shall be in accordance with the 2024 INDOT Standard Specifications Section 304. The Contractor shall mark pavement areas and allow an Indiana Toll Road representative to confirm areas prior to patching. All partial depth patches shall be milled 6.5". All 6.5" of milling for partial depth shall be paid for under HMA Patching, Partial Depth. Both full and partial depth patching shall be brought up to match existing grade. All patching shall be performed prior to 2" asphalt milling which is paid for under Milling, Asphalt, 2in.

6.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials shall be included in HMA Patching. Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Patching, Full Depth	TON
HMA Patching, Partial Depth	TON

7.0 MILLING, ASPHALT, 2 IN.:

7.1 Description:

This work shall include all necessary equipment, labor, and materials required for removing the surface layer of the existing pavement.

7.2 Specification:

Milling, Asphalt, 2 in. shall be in accordance with the 2024 INDOT Standard Specifications Section 306.

7.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials shall be included in Milling, Asphalt, 2 in. Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Milling, Asphalt, 2 in.	SYD

8.0 HMA SURFACE, 9.5 MM, TYPE D:

8.1 Description:

This work shall include all necessary equipment, labor, and materials required for the installation of HMA Pavement as shown on the plans.

8.2 Specification:

HMA Pavement shall be in accordance with the 2024 INDOT Standard Specifications Section 402. The cost of the tack coat will not be paid for separately and shall be included in HMA Surface, 9.5 mm, Type D. The Contractor shall match the proposed finished grade to existing conditions within approximately +/- 0.5" tolerance with such limits vertical adjustment allowed to correct localized ponding issues, as needed.

8.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials shall be included in HMA Pavement. Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Surface, 9.5 mm, Type D	TON

9.0 LINE, PAINT, SOLID, WHITE, 4":

9.1 Description:

This work shall include all necessary equipment, labor, and materials required for installation of Line, Paint, Solid, White, 4" as shown on the plans.

9.2 Specification:

Line, Paint, Solid, White, 4" shall be in accordance with the 2024 INDOT Standard Specifications Section 808. The Contractor shall lay out pavement marking locations and allow an Indiana Toll Road

representative to confirm locations prior to striping.

9.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials shall be included in Line, Paint, Solid, White, 4". Payment shall be made as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Line, Paint, Solid, White, 4"	LFT

10.0 Nighttime Adder

10.1 Description:

Nighttime Adder shall include all necessary equipment, labor, and materials required to perform the work between the hours of 7:00 pm and 7:00 am and maintaining unrestricted travel between the hours of 7:00 am and 7:00 pm. This work is an alternate to the base and the lump sum total is the amount in addition to the base bid.

10.2 Specification:

The Contractor shall pull all traffic control devices off of the travelled roadway during the daytime hours listed above. Traffic control devices shall be placed at the edge of the shoulder. All lane closure signs shall be covered when not applicable. Road Construction Ahead signs and End Construction Signs shall remain erect and visible. Traffic control devices shall be moved to the proper location per MUTCD standards during nighttime lane closures. Message boards shall have automatic dimming capability for nighttime operation. Equipment and materials left onsite during the daytime hours shall be placed behind the previously installed guardrail.

10.3 Measurement and Method of Payment:

All items, including labor, equipment, and materials necessary to perform the contract work during nighttime hours listed above. This work is an alternate to the base and the lump sum total is the amount in addition to the base bid.

<u>Pay Item</u>	<u>Pay Unit</u>
Nighttime Adder	LS

Appendix F



Lane Closure Policy (External)

Revision: 5
Effective: 06/23/2020

Procedure ID: IM-002

I. PURPOSE

The purpose of this procedure is to ensure lane closures on the Indiana Toll Road (ITR) mainline or interchange ramps are properly authorized and documented in accordance with ITR Concession Company LLC's (ITRCC) lane closure policy. Lane closure procedures are in place to ensure:

1. Adherence to approved closure dates/times and location;
2. Minimize the restricted travel to ITRCC customers;
3. Safety to ITRCC employees and stakeholders; and
4. Provide a clear path of communication for emergencies or lane closure issues.

II. SCOPE

Lane closure procedures shall be managed by the ITRCC Infrastructure Management Department ("Infrastructure Department") and apply to all works within the ITR right-of-way.

Under periods of emergency situations, and when authorized by certain members of the ITRCC management staff, lane closure requirements may be temporarily suspended for the safety of all stakeholders. For avoidance of doubt, the lane closure procedure shall be considered in force for all projects unless specifically deemed otherwise.

III. RESPONSIBILITIES

Individuals proposing lane closures on the ITR will be responsible for determining if the proposed closure falls within the permissible closure guidelines and for submitting a request within the specified time limits described in the policy.

The Infrastructure Department will be responsible for reviewing and approving the request as well as creating, updating, and distributing a weekly Lane Closure Report.

Waivers to any requirement in the Lane Closure Policy shall be approved by the Infrastructure Department or designee(s).

IV. PROCEDURE

The goal of the Lane Closure Policy is to limit lane closures to specific sections of the ITR, based on peak travel times and the need to provide a free-flow of travel for customer service and safety purposes.

1. With the exception of emergencies, the requesting party shall plan and coordinate the lane closure in advance to ensure approval and communication plans are approved and in place.
2. The requesting party is responsible to provide portable changeable message signs (PCMS) to advise ITR customers at least two (2) weeks in advance of any long-term planned lane closure. All messaging configurations and text must be approved in advance by ITRCC's communications team prior to deployment.
3. All lane closure requests must be accompanied by a Traffic Control Plan (TCP) that follows the latest ITRCC standard Maintenance of Traffic plan (MOT), INDOT design standard and the IMUTCD. If the proposed TCP is not covered in a Standard Index, a separate plan including applicable calculations, signed and sealed by a professional engineer registered in the State of Indiana, shall be provided for the anticipated work activity.

4. For any project with traffic disruptions a lane closure request shall be submitted to the Infrastructure Department a minimum of one (1) week in advance of the proposed closure and prior to the start of the project. The lane closure request shall be submitted in accordance with ITRCC procedures which will be provided in advance.
5. For daily, short-term, activities (including shoulder work and moving operations), the lane closure request shall be submitted to the Infrastructure Department prior to 12:00pm EST on the Wednesday prior to the following week in which work is anticipated.

If requests are not submitted as prescribed above, they will not be approved and published on the lane closure report.

6. Personnel involved in the approval process will attempt to accommodate priority or emergency requests on a case-by-case basis; however, these may not allow adequate notice to ITR customers, resulting in disapproval. All lane closure approvals shall be restricted to the specified hours based on a review of the current and projected traffic volumes.
7. Appendix A lists pre-approved lane closure schedules that define allowable times lane(s) may be closed on the ITR. 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.
8. Should a proposed closure fall outside of the allowable times, a Request for Lane Closure Waiver must be submitted (See Appendix C). Rolling closures do not require a waiver but still need to be reported and scheduled.
9. No lane closure – including tapers – may exceed a length of five (5) miles in a single direction. A minimum of five (5) miles of unrestricted space must be maintained between lane closures. The Infrastructure Department has discretion to extend the length of a closure or the unrestricted space between closures for reasonable cause without a waiver.
10. 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.
11. 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 12:00 pm the Friday before a game and end at 6:00 am the Monday following a game.
12. 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)
13. 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.
14. The TMP shall outline all strategies taken to minimize traffic queues as well as proposed options for temporary traffic control. An authorized waiver shall be received prior to the placement of a lane closure.

15. Notification of Approval – A representative of the Infrastructure Department, or designee(s), will coordinate with requestors as needed to gather additional closure information. An email will be sent to the requestor notifying them of the status of their request. Upon approval, the lane closure information shall be compiled into a master report for distribution.

Cancellation of a Request – When a pre-approved closure needs to be canceled for any reason, it is the requestor's responsibility to promptly notify the TMC of the change by phone at 574-651-2480 and the Infrastructure Department by email.

V. TRAFFIC MANAGEMENT CENTER (TMC) NOTIFICATION

Prior to placement of a lane closure on the ITR, responsible parties must ensure a closure has been approved ITRCC. Lane closure reports are circulated in advance to stakeholders to ensure transparency of approval dates and times. The TMC's role is critical to ensuring the timeliness and validity of a lane closure, as well as utilizing dynamic message signs and roadside cameras to provide advanced messaging and traffic/project monitoring.

1. For all lane closures on the ITR, notification via telephone shall be provided to TMC at the beginning (approximately 15-30 minutes before implementation of each lane closure) and end (once the lane is put back into service) of each lane closure activity. The TMC phone number is 574-651-2480.
2. Should a lane closure NOT be approved, the TMC will notify the point of contact for the project and require the closure be removed immediately.
3. Should a road incident occur in the vicinity of a lane closure, the TMC, at its sole discretion, may require the contractor to remove the lane restriction to accommodate an emergency situation, provided it can be done without creating a safety hazard, e.g. closure due to bridge repair which would require the closure to remain.

VI. DAYTIME LANE CLOSURES

The highest restriction for lane closures shall occur on the ITR during daytime hours. Daytime lane closures may be allowed only after all other possible alternatives have been explored and found to be impractical or unsafe, and with documentation that the lane closure is warranted.

Daytime lane closures and extended work zones shall not be allowed merely for the convenience of the contractor, permit applicant, or other requesting party. Daytime Lane closures, if granted, will be approved for specified hours. The ITRCC shall impose upon the contractor a Lane Rental Fee (deducted from retainage and/or final payment) of One Thousand US Dollars (\$1,000.00) for each hour or portion of an hour not in compliance with the approved and specified hours.

VII. WEEKEND LANE CLOSURES

Any lane closure requested between 12:00 PM Friday to 8:00 PM Sunday shall be considered a weekend lane closure. Weekend lane closures may be allowed only after all other possible alternatives have been explored and found to be impractical, or unsafe, with the closure reasons being warranted and documented.

Weekend lane closures, if granted, will be approved for specified hours. The ITRCC shall impose upon the contractor a Lane Rental Fee (deducted from retainage and/or final payment) of One Thousand US Dollars (\$1,000.00), per hour for each hour or portion of an hour not in compliance with the approved and specified hours.

Weekend lane closures will not be permitted from Memorial Day to Labor Day, (see Holiday Restrictions) without executive staff approval.

VIII. HOLIDAY & SPECIAL EVENTS LANE CLOSURES

No lane closures shall be permitted during certain holidays throughout the year. Holiday lane closure request are subject to the same restrictions as daytime and weekend lane closures.

During special events of regional significance, no lane closures shall be permitted during a time period between twenty-four and forty-eight hours (24:00-48:00) before the event and twenty-four hours (24:00) after the event. Examples of special events of regional significance are college sporting events or local cultural events.

IX. TOLL PLAZA/GANTRY LANE CLOSURES

In addition to the requirements of the policy, projects requiring a lane closure within the influence area of a mainline or ramp toll plaza shall obtain approval from the Infrastructure Department, or designee(s), at least two (2) weeks in advance of the proposed toll lane closure. This will allow for internal staff coordination, PCMS placement and notifications to ITRCC customers.

Prior to approval, all closure requests impacting toll plazas and staffing will be reviewed with toll collection management for input and staffing adjustments. While consideration is always given to ease of travel for customers, staff constraints and budget impacts must also be considered.

X. ROLLING ROADWAY CLOSURES

Rolling roadway closures for traffic pacing shall only be allowed after all other possible alternatives have been explored and found to be impracticable, or unsafe and with documentation that a rolling lane closure is warranted. In addition to the requirements of the policy, rolling lane closure procedures shall only be considered between the hours of 10:00 PM through 4:30 AM, Monday through Sunday, however exceptions can be made should daylight hours be critical for operational reasons. For safety purposes, rolling closures may require the assistance of the Indiana State Police (ISP). The rolling closure should take into consideration the availability of the ISP and be scheduled well in advance. ISP can be reached locally at 574-206-2931 or toll-free at 1-800-421-4912.

The duration of rolling roadway closures shall not exceed twenty minutes (0:20). If additional closures are necessary, traffic must be allowed to return to normal flow before the next closure begins (Note: a twenty minute (0:20) rolling roadway closure will provide approximately ten minutes (0:10) of work time at the project site).

Rolling roadway closures, if granted, will be approved for the hours specified above. Approval by the Infrastructure Department, or designee(s), shall be obtained at least one (1) week in advance of the proposed closure to allow for PCMS placement, contractor coordination with ISP and notifications to the ITRCC customers.

Once a permit has been approved for a rolling closure in which the requesting party will seek assistance from ISP, a copy of the approved permit will be forwarded to ISP District 21 command staff. It shall be the responsibility of the requesting party to then contact ISP directly and schedule the date of the rolling closure, based on ISP availability.

XI. WORK DURING CLOSURES

Once an MOT is set for an approved lane restriction, it is critical that planned works begin within thirty minutes (0:30) of the set closure. If work is delayed for any reason and cannot begin within thirty minutes (0:30), the MOT must be removed and re-established when work is able to begin.

Should a lane restriction be in place and no work is being performed, ITRCC reserves the right to revoke the approved lane closure. Any revoked lane closure will need to be resubmitted for approval.

XII. APPROVALS

Infrastructure Manager
B. Cherry

Corporate Counsel
E. Gant

Signature & Date

Signature & Date

XIII. 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 C
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
4	01/08/16	1-3	Update Approvals
5	09/07/18	1-3	Update Names
6	8/16/2019	1-10	Complete update of entire policy.
7	06/23/2020	1-10	Reviewed, no update.

Appendix A
Pre-Approved Lane Closures

MM 0 – 21



Westbound Monday Tuesday Wednesday Thursday Friday Saturday Sunday

0							
1							
2							
3							
4							
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22							
23							

 Lane Closure Available
 Lane Closure Unavailable

Eastbound Monday Tuesday Wednesday Thursday Friday Saturday Sunday

0							
1							
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3							
4							
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6							
7							
8							
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10							
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23							

 Lane Closure Available
 Lane Closure Unavailable

Appendix A Pre-Approved Lane Closures

MM 22 - 77

Westbound	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0							
1							
2							
3							
4							
5							
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22							
23							


Lane Closure Available
 Lane Closure Unavailable

Eastbound	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0							
1							
2							
3							
4							
5							
6							
7							
8							
9							
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Lane Closure Available
 Lane Closure Unavailable

Appendix A **Pre-Approved Lane Closures** **MM 78 – 157**

Westbound	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0							
1							
2							
3							
4							
5							
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11							
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23							

 Lane Closure Available
 Lane Closure Unavailable

Eastbound	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0							
1							
2							
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4							
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6							
7							
8							
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23							

 Lane Closure Available
 Lane Closure Unavailable

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

APPENDIX G

ITR Concession Company Operation Facilities Procedure

ITRCC operational facilities include but are not limited to roadways, bridges, overhead sign structures, cantilever sign structures, plaza canopies, buildings, fiber optic cable, Digital Message Signs (DMS), cameras, Vehicle Detection Sensors, telecommunication cable, electrical (overhead and underground), water and sewer. ITRCC Operational Facilities are installed along and across the rights-of-way of the ITRCC system.

Facilities Locate Process

The Contractor or Sub-Contractor performing the work shall have all known ITRCC facilities located at all times in the general area of the facility. The location of ITRCC's fiber optic cable, as well as other ITRCC facilities, is not available through the Indiana One Call system. The contractor shall coordinate with the ITRCC to determine the location of these facilities.

The Contractor shall initiate the locate process for ITRCC facilities by performing the following:

1. Completing *ITRCC Underground Facility Locate Request Form*
2. Prepare an overview map of the area.
3. Email to itrcclocates@indianatollroad.org.

The completed *ITRCC Underground Facility Locate Request Form* shall be transmitted at least two (2) weeks prior to starting any underground operations, excavations or digging of any type in the general area of the ITRCC facility. If outside factors (weather, construction activity or vandalism) at the dig site have caused the markings to become disturbed and/or indistinguishable, a request for remarks/refresh is required. The request shall be electronically transmitted, at least five (5) business days prior to starting any underground operation. A copy of all completed forms sent to ITRCC shall be always available on site during proposed work.

For assistance in completing a locate request, or any questions related to the utility locate process please direct to:

ITRCC Operations / Infrastructure Administrative Assistant
Phone: 574.651.2437
Email: itrcclocates@indianatollroad.org

Contractor Responsibilities

The Contractor shall take reasonable action to determine the location of any underground utility facilities in and near the area for which such excavation operation is to be conducted; and shall plan the excavation or demolition to avoid or minimize interference with underground utility facilities within the tolerance zone by utilizing such precautions that include, but are not limited to, hand excavation, vacuum excavation methods, and visually inspecting the excavation while in progress until clear of the existing marked facility.

During and following excavation and/or demolition, the Contractor shall protect existing underground utility facilities in and near the excavation or demolition area as required to avoid damage to the facility.

The Contractor shall backfill all excavations in such manner and with such materials as may be reasonably necessary for the protection of existing underground utility facilities in and near the excavation or demolition area.

In addition to establishing the approximate location of the facility, the Contractor shall be required to fully expose the facility to verify its horizontal and vertical location, if underground operations are contemplated within the Tolerance Zone, which is defined to mean the approximate location of underground utility facilities defined as a strip of land at least 3 feet wide, but not wider than the width of the underground facility plus 2.0

feet on either side of the outside edge of such facility based upon the markings made by the ITRCC or operator of the facility. Excavation within the tolerance zone requires extra care and precaution.

ITRCC's Fiber Optic System

The ITRCC's fiber optic system is a Utility Facility providing service to ITRCC and other telecommunication companies. The Contractor is responsible for coordinating and scheduling its work with all necessary work near the fiber optic system, so as not to interfere with any fiber optic system adjustment or relocation work to be done by or on behalf of the ITRCC. The Contractor is responsible for coordinating and scheduling its work in a manner that such work to be done by or on behalf of the ITRCC will not cause interference with the Contractor's completion of The Work by the Completion Date.

The Contractor shall immediately notify the ITRCC Project Manager/Owners Representative, ITRCC Fiber Optic Maintenance and Management Vendor (EX2) and Utility Administrator in the event the fiber optic cable is damaged or in danger of being damaged. The Contractor shall be responsible for all costs incurred in connection with the repair, restoration, and testing of the system to insure it is operational and in the same condition as prior to the Contractor-caused damage.

In addition, for the interruption in service and the administrative burden, The Contractor shall pay to the ITRCC the amount of \$10,000.00 for each occurrence of Contractor-caused damage to the fiber optic cable. The ITRCC reserves the right to identify each strand of fiber individually as Contractor-caused damage.

ITRCC's Miscellaneous Utility Facilities

Should damage occur to any other ITRCC utility within the contract limits, the Contractor shall immediately notify the ITRCC Project Manager/Owners Representative. The Contractor shall repair and be responsible for all costs incurred in connection with the repair, restoration, and testing to insure it is operational and in the same condition as prior to the Contractor-caused damage.

In addition, for the interruption in service and the administrative burden, The Contractor shall pay to ITRCC the amount of \$1,000.00 for each occurrence of Contractor-caused damage to any other ITRCC facility not including the fiber optic cable.

ITRCC's Operational Facilities

The Contractor is responsible for coordinating and scheduling its work so as not to interfere with the operation or function of ITRCC Facilities.

The Contractor shall immediately notify the ITRCC Project Manager/Owners Representative, ITRCC Fiber Optic Maintenance and Management Vendor (EX2) and Utility Administrator in the event of any damages to these Operational Facilities within the ITRCC Right-of-Way.

The Contractor shall be responsible for all costs incurred in connection with the repair, restoration, replacement and testing of the system to insure it is operational and in the same condition as prior to the Contractor-caused damage. The Contractor shall also be charged liquidated damages.

Actual damages are difficult or impossible to define with certainty prior to an actual event, therefore, liquidated damages shall be assessed for each direction of traffic impacted based on the below schedule:

All roadway at all times	\$5,000/hr
--------------------------	------------

For extraordinary events, in addition to the liquidated damages the Contractor may be responsible for itemized costs associated with Emergency Responders and the ITRCC's loss of collected revenue for the duration of the affected period as calculated by recent revenues, which are indicative of the period in which the event occur.

Appendix G

Geotechnical Report

Indiana Toll Road - Parking Lot No. 6

Geotechnical and Pavement Engineering Report

July 31, 2025 | Terracon Project No. CJ255106

Prepared for:

Abonmarche
315 W Jefferson Blvd
South Bend, IN 46601





7770 West New York Street
Indianapolis, IN 46214
P (317) 273-1690
Terracon.com

July 31, 2025

Abonmarche
315 W Jefferson Blvd
South Bend, IN 46601

Attn: Chad Knip
P: (574) 232-8700
E: cknip@abonmarche.com

Re: Geotechnical and Pavement Engineering Report
Indiana Toll Road - Parking Lot No. 6
Elkhart County, IN
Terracon Project No. CJ255106

Dear Chad,

We have completed our Geotechnical and Pavement Engineering services for the referenced project in general accordance with Terracon Proposal No. PCJ255106 dated April 9, 2025. This report presents the results of our exploratory activities and provides an evaluation of the subsurface conditions and the impact of these conditions on the proposed improvements. In addition, this report presents our pavement analysis and design.

We appreciate the opportunity to be of service to you on this project. Feel free to contact us if you have any questions concerning this report or if we may be of further service.

Sincerely,
Terracon Consultants, Inc.

Will Hurdle, E.I.T
Staff Engineer

Kellen P. Heavin, P.E.
Senior Engineer

Vladimir H. Abou Sejaan, P.E.
Group Manager



Geotechnical and Pavement Engineering Report

Indiana Toll Road - Parking Lot No. 6

Elkhart County, IN

Terracon Project No. CJ255106

PROJECT DESCRIPTION

Representatives of Indiana Toll Road (ITR) are planning to make improvements to a truck parking lot facility (MP 108) located about $\frac{3}{4}$ miles east of SR 13 in Elkhart County. Per our correspondence with Abonmarche and ITR, we understand that the goal of this project is to increase the functional life of the existing pavement of the parking lots by about 10 years. The on/off ramps leading to the parking lots are not part of this project.

Per our observation of the pavement cores, our visual pavement distress survey, and the estimated patching quantities, Terracon has evaluated two design alternatives aligned with the project objectives:

- 1) Mill and HMA overlay of the parking lots. This alternative requires partial- and full-depth patching.
- 2) Mill and HMA overlay for the driving aisles and mill and concrete overlay for the parking stalls. This alternative also requires partial- and full-depth patching.

Following our meeting on July 11, 2025 with ITR and Abonmarche, we understand that only Alternative 1 will be pursued due to budget limitations. See the Rationale section for additional details.

At the time of this writing, other information such as the plans and maintenance of traffic schemes were not available. If the nature, design, or location of the proposed construction changes, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions are modified or confirmed in writing by Terracon.

We understand that the Indiana Department of Transportation Standard Specifications (ISS) 2024 will be used for this project.

GEOTECHNICAL EVALUATION

FIELD EXPLORATION AND LABORATORY TESTING

Exploratory locations were performed as approximately shown on the attached Drawing No. CJ255106.A1. These exploratory locations were selected by Terracon and approved by

Abonmarche. The field activities were performed by Terracon on June 13, 2025. Test borings were performed at a total of six locations and were completed to a depth of 10 ft each below the existing surface. Representative samples of the soil conditions were obtained using Standard Penetration Test (SPT) procedures.

Pavement cores were performed at the test boring locations utilizing a 4 in.-diameter diamond-impregnated core barrel. Detailed pavement core locations are included in the attached Pavement Core logs. Photographs of the cores, the surface of the pavement, and the core hole at the respective core locations are attached. After obtaining our soil and pavement samples, the holes were backfilled with auger cuttings and bentonite chips and the pavement was repaired with a patch.

Following the field activities, the pavement cores were reviewed and photographed by a Terracon geologist. The soil samples were visually classified by a Terracon geologist and were reviewed by a Terracon engineer. After visually classifying the soils, representative samples were selected for index property and strength testing. The laboratory testing program included grain size analysis, Atterberg limits, and soluble sulfate content.

Soil descriptions on the boring logs are in general accordance with the AASHTO Soil Classification System [AASHTO designation, e.g. A-2-4 (0)] and the INDOT Standard Specifications (ISS) (textural classification, e.g., sandy loam). The boring logs represent our interpretation of the individual samples, field logs, and results of the laboratory tests. The stratification lines on the boring logs represent the approximate boundary between soil types; although, the transition may be gradual.

SITE CONDITIONS

Pavement Conditions

The pavement consisted of full-depth Hot Mix Asphalt (HMA) with thicknesses ranging from about 11¾ to 16¾ in. with an average thickness of about 14 in. Per our observation of the pavement cores, the asphalt layers were generally in fair to poor condition. Moisture damage (i.e., stripping and delamination) was observed in all pavement cores. Completely stripped asphalt was observed at Pavement Cores PC-01 and PC-03 below a depth of 7 to 10 in. from the pavement surface.

Per our observations of the pavement surface during our visual distress survey, the pavement surface was generally in fair condition in the driving aisles and in poor condition in the parking stalls. In general, distresses included fatigue cracking and rutting in the parking stalls.

Subsurface Conditions

The subsurface soil conditions primarily consisted of granular soils throughout the maximum depths explored at each of our test borings. The granular soils typically consisted of A-3 and A-2-4 sand with interbedded seams of A-2-4 sandy loam. The relative density of the granular soils typically ranged from dense to very dense based on SPT N-value criteria established by INDOT. A-2-4 sandy loam seams were primarily observed in the range of 2½ to 5½ ft and a depth of approximately 9 ft below the existing pavement surface. Cobbles were observed near a depth of 9 ft below the existing pavement surface at Borings RB-1/PC-1, RB-2/PC-2, and RB-5/PC-5.

Atterberg limit testing indicated that both the A-2-4 and A-3 granular soils were non plastic. However, the interbedded seams of A-2-4 sandy loam were observed to have a slightly higher fines content of approximately 25 percent. The pH level (i.e., hydrogen-ion content) of the representative sample of sandy loam evaluated was determined to be approximately 7.8. The soluble sulfate content of the tested samples did not exceed 190 parts/million (ppm).

Groundwater Conditions

Groundwater was not observed during drilling or at the completion of drilling at our boring locations during the relatively short duration of our field activities. Our review of the *USDA Web Soil Survey of Elkhart County, Indiana* indicates a potential for seasonal groundwater approximately 2½ ft below the natural ground surface. It should be noted that groundwater levels of any kind will fluctuate due to changes in precipitation, infiltration, surface run-off, flow in the tributary and other hydrogeological factors.

DISCUSSION AND RECOMMENDATIONS

General

In general, the subsurface conditions observed at the exploratory locations consisted of granular soils. Based on our understanding of the improvements and information obtained from the exploratory locations, it is our opinion that the subsurface conditions are generally conducive for the support of the pavement improvements. The primary risks from a geotechnical perspective are associated with the preparation of the foundation soils in areas of full-depth patching identified by our pavement design team. Information regarding site and foundation soil preparation and pavement design parameters are provided below.

Site and Foundation Soil Preparation

The subsurface conditions within the depths of interest for full-depth patching predominantly consist of dense to very dense granular soils. In areas of patching, we are of the opinion that improvement of the pavement subgrade can be accomplished within the range of subgrade treatment. We do not anticipate foundation soil improvement to be required for the areas of full-depth patching. We recommend that the granular soils be compacted in-place before placing any new pavement components.

Pavement Design Parameters

Based on the nature of the project and our experience with similar conditions, we recommend Subgrade Treatment, Type II. Provided the foundation soil is prepared as discussed above, the following table summarizes our recommended pavement design parameters.

TABLE 1: SUMMARY OF GEOTECHNICAL PAVEMENT DESIGN PARAMETERS

Design Soil	Sandy Loam, A-2-4
Resilient Modulus (M_r) for Prepared Subgrade, psi	7,500
Resilient Modulus (M_r) for Natural Subgrade, psi ¹	4,000
Percent Passing No. 200 Sieve, percent	25
Percent Silt, percent	14
Liquid Limit (LL), percent	NP
Plastic Limit (PL), percent	NP
Plasticity Index (PI)	NP
Depth to Water, ft	>10
Recommended Subgrade Treatment	Type II

1. Based on our experience with similar soils.

It is important to provide positive drainage during construction before the subgrade treatment is performed in order to reduce the risk of wet soil conditions. The foundation soil and subgrade treatment should be graded at the end of each day to facilitate positive drainage. To reduce the impact of moisture on the pavement performance, we recommend that the pavement surface and the subgrade be sloped to drain. The long-term performance of pavement is a function of routine maintenance which will be the responsibility of the owner to perform.

PAVEMENT ENGINEERING

PAVEMENT ANALYSIS

Per our correspondence with Abonmarche and information provided in the IDM, we used the data summarized in the table below in our analyses.

TABLE 2: SUMMARY OF TRAFFIC DATA

Parameter	Value
Functional Classification	Local
AADTT (per the truck parking capacity analysis provide by Abonmarche)	Up to 130 (Used 130)
Traffic Growth Rate (% , linear)	0.5 (assumed)
HMA Category (Per Figure 604-2F of the IDM)	Type B for driving aisles Type D for parking stalls
Design Speed (mph)	15

PAVEMENT HISTORY

Per our correspondence with ITR, we understand that the last pavement treatment for the parking lots was performed in 2018 and included 1½ in. mill and 1½ in. HMA overlay with HMA Type B. Isolated partial depth patching consisting of 4 in. mill and 4 in. HMA Type B was also performed.

A review of available aerial imagery suggests the initial construction occurred around Year 2003.

PAVEMENT EVALUATION RESULTS

In March 2023, Applied Research Associates, Inc. (ARA) conducted falling weight deflectometer (FWD) testing for the existing pavement. The FWD data was calibrated using 16 in. of HMA which is representative of the existing conditions. The following table summarizes the FWD testing results.

TABLE 3: SUMMARY OF FWD TESTING RESULTS

Parameter	Range
Deflections (mil)	2¼ to 9 (Average 5½)
Back Calculated Resilient Modulus (psi)	6,405 to 17,913 (Average 11,429)
Effective Structural Number	3.79 to 7.72 (Average 4.9)

The FWD testing results above are generally consistent with our visual observations and our geotechnical evaluation.

RATIONALE

Our analyses were performed using AASHTOWare Pavement ME (Pavement ME) in accordance with the Indiana Design Manual (IDM) current at the time of this writing.

We performed a visual distress survey to estimate patching quantities on June 6, 2025. Based on our survey, the pavement surface was generally in fair condition in the driving aisles and in poor condition in the parking stalls. Distresses predominantly included fatigue cracking and rutting in the parking stalls. We have identified 12,093 sq yds of HMA Patching, Full-Depth and 2,386 HMA Patching, Partial-Depth which correspond to about 14¼ and 2¾ percent of the total parking lot area, respectively.

As previously mentioned, we evaluated two design alternatives per our observation of the pavement cores, our visual pavement distress survey, and the estimated patching quantities.

Alternative 1: Mill and HMA overlay for the parking lots. This alternative requires partial- and full-depth patching.

Per our observation of the pavement cores, we selected the average thickness of the existing pavement (i.e., 14 in. of HMA) for the mill and HMA overlay analysis. In general, the surface asphalt layer thickness ranged from 1¼ to 2½ in. with an average thickness of 1¾ in. To

remove most of the existing surface asphalt layer and remove age-related surficial distresses, we recommend a 2 in. mill and a 2 in. HMA overlay.

We started our design by modeling a section consisting of 2 in. of new HMA on 12 in. of existing HMA. Provided patching will be performed per our recommended patching tables, we used "fair" for the structural and environmental ratings. We modeled the HMA using INDOT's existing asphalt 19.0 mm layer with an existing construction year of 2003 per our observations from readily-available aerial imagery. Per the Pavement ME output, the predicted IRI reached a value between 140 and 160 in./mi. in about 15 and 23 years. Considering that the latest treatment was performed in 2018 and per our visual surface observations, we are of the opinion that a functional life of 9 years is appropriate for this treatment.

The present worth cost associated with the pavement elements for this alternative is \$5,110,154 per our attached cost analysis.

Alternative 2: Mill and HMA overlay for the driving aisles and mill and concrete overlay for the parking stalls. This alternative also requires partial- and full-depth patching.

The mill and HMA overlay analysis for this alternative is similar to the discussion above in Alternative 1.

For the mill and concrete overlay, using the FWD testing results and Section 604-2.08 of the IDM, the required concrete overlay thickness is 5.5 in.

The present worth cost associated with the pavement elements for this alternative is \$9,662,274 per our attached cost analysis.

As previously mentioned, following our meeting and correspondence with ITR and Abonmarche on July 11, 2025, only Alternative 1 will be pursued due to budget limitations.

RECOMMENDED PAVEMENT IMPROVEMENTS

HMA Patching:

HMA Patching, Partial- and Full-Depth is recommended in accordance with the attached patch tables and drawings and shall be in accordance with Figures 603-3A and 603-B of the IDM.

HMA Patching, Full-Depth shall be performed prior to milling and shall consist of

HMA Patching, Full-Depth, Type D consisting of:

495 lb/yd² HMA Intermediate, Type D, on

1,045 lb/yd² HMA Base, Type D, (or thickness necessary to match adjacent pavement) on

Subgrade Treatment, Type II

HMA Patching, Partial-Depth shall be performed prior to milling and shall consist of:

HMA Patching, Partial-Depth, Type D consisting of:
495 lb/yd² HMA Intermediate, Type D, on
Milling, Asphalt, 4½ in.

Mill and HMA Overlay:

Our design for the driving aisles is as follows:

220 lb/yd² ***HMA Pavement, Type B¹***, on
Milling, Asphalt, 2 in.

Our design for the parking stalls is as follows:

220 lb/yd² ***HMA Pavement, Type D***, on
Milling, Asphalt, 2 in.

1. Based on our correspondence with ITR and Abonmarche, we have no objection to using HMA Type B for the surface layer in the driving aisles. However, if using a single asphalt mixture at bidding reduces project costs, we have no objection to using HMA Type D throughout the project.

Note that items in bold and italic reference pay items in accordance with the 2024 INDOT Standard Specifications.

CONCLUDING REMARKS

We trust that the information provided herein is sufficient for the planned pavement improvements. Feel free to contact our office if you have any questions or need further assistance from a geotechnical or pavement design perspective.

ATTACHMENTS

Important Information about the Geotechnical Engineering Report

Exploratory Location Plan (Drawings No. CJ255106.A1)

Log of Test Boring - General Notes

Log of Test Boring (6)

Summary of Pavement Cores

Pavement Core Logs (6)

Grain Size Distribution Test Report

Pavement ME Output:

 ITR No. 6 - 2 in. MO

 ITR No. 6 - 2 in. MO IRI Check (results only)

ARA FWD Testing Final Report

Truck Parking Capacity Analysis

Photographs of Representative Conditions

2018 Brooks Construction Company Inc. Proposal

Patch Tables:

 HMA Patching, Full-Depth

 HMA Patching, Partial-Depth

 HMA Patching Locations Drawings (CJ255106.B1 and B2)

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



GEOPROFESSIONAL
BUSINESS
ASSOCIATION

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FIELD METHODS FOR EXPLORING AND SAMPLING SOILS AND ROCK

A. Boring Procedures Between Samples

The boring is extended downward, between samples, by a hollow stem auger (AASHTO* Designation T251), continuous flight auger, driven and washed-out casing, or rotary boring with drilling mud or water.

B. Standard Penetration Test and Split-Barrel Sampling of Soils

(AASHTO* Designation: T206)

This method consists of driving a 2-in. outside diameter split-barrel sampler using a 140-lb weight falling freely through a distance of 30 in. The sampler is first seated 6 in. into the material to be sampled and then driven 12 in. The number of blows required to drive the sampler the final 12 in. is recorded on the Log of Test Boring and known as the Standard Penetration Resistance or N-value. Recovered samples are first classified as to texture by the field personnel. Later in the laboratory, the field classification is reviewed by a geotechnical engineer or a qualified person under their direction who observes each sample.

C. Thin-walled Tube Sampling of Soils

(AASHTO* Designation: T207)

This method consists of hydraulically pushing a 2-in. or 3-in. outside diameter thin wall tube into the soil, usually cohesive types. Relatively undisturbed samples are recovered.

D. Soil Investigation and Sampling by Auger Borings

(ASTM Designation: D1452)

This method consists of augering a hole and removing representative soil samples from the auger flight or bucket at 5-ft intervals or with each change in the substrata. Relatively disturbed samples are obtained, and its use is therefore limited to situations where it is satisfactory to determine the approximate subsurface profile.

E. Diamond Core Drilling for Site Investigation

(AASHTO* Designation: T225)

This method consists of advancing a hole in rock or other hard strata by rotating downward a single tube or double tube core barrel equipped with a cutting bit. Diamond, tungsten carbide, or other cutting agents may be used for the bit. Wash water is used to remove the cuttings. Normally, a 3-in. outside diameter by 2-in. inside diameter coring bit is used unless otherwise noted. The rock or hard material recovered within the core barrel is examined in the field and laboratory. Cores are stored in partitioned boxes and the length of recovered material is expressed as a percentage of the actual distance penetrated.

* American Association of State Highway and Transportation Officials, Washington D.C.

** American Society for Testing and Materials



VICINITY MAP
1:200,000



NOTES

1. Base map developed using aerial imagery from Indiana Geological and Water Survey. Aerial imagery may not reflect current site conditions.
2. Vicinity map generated using data from Indiana Geological and Water Survey and Esri.
3. Exploratory locations marked in the field by Terracon Consultants, Inc.
4. Exploratory locations are approximate.

LEGEND

- Test Boring and Pavement Core Location and Designation

EXPLORATORY LOCATION PLAN

PROJECT: Indiana Toll Road - Parking Lot No. 6
 LOCATION: Elkhart County, IN
 CLIENT: Abonmarche
 TCI PROJECT NO.: CJ255106
 SCALE: 1 in. = 300 ft

PROJECT ENG.:
WH

REVIEWED BY:

VAS

DRAWN BY:

DJR

DATE:

07/08/2025

DRAWING NO.:

CJ255106.A1



LOG OF TEST BORING – GENERAL NOTES

DESCRIPTIVE CLASSIFICATION

GRAIN SIZE TERMINOLOGY

Soil Fraction	Particle Size	US Standard Sieve Size
Boulders	Larger than 75 mm	Larger than 3"
Gravel	4.76 mm to 75 mm	#10 to 75 mm
Sand: Coarse	2.00 to 4.76 mm	#40 to #10
Fine	0.075 to 0.42 mm	#200 to #40
Silt	0.002 to 0.075 mm	Smaller than #200
Clay	Smaller than 0.002 mm	Smaller than #200

GENERAL TERMINOLOGY

Physical Characteristics
 - Color, moisture, grain shape
 fineness, etc.
 Major Constituents
 - Clay silt, sand, gravel
 Structure
 - Laminated, varved, fibrous,
 stratified, cemented, fissured,
 etc.
 Geologic Origin
 - Glacial, alluvial, eolian,
 residual, etc.

RELATIVE DENSITY

Term	"N" Value
Very loose	0 - 5
Loose	6 - 10
Medium dense	11 - 30
Dense	31 - 50
Very Dense	51+

CONSISTENCY

Term	"N Value"
Very soft	0 - 3
Soft	4 - 5
Medium	6 - 10
Stiff	11 - 15
Very Stiff	16 - 30
Hard	31+

RELATIVE PROPORTIONS OF COHESIONLESS SOILS

Term	Defining Range by % of Weight
Trace	1 - 10%
Little	11 - 20%
Some	21 - 35%
And	36 - 50%

ORGANIC CONTENT BY COMBUSTION METHOD

Soil Description	LOI
w/ organic matter	4 - 15 %
Organic Soil (A-8)	16 - 30%
Peat (A-8)	More than 30%

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6-in. penetrations of the 2-in. split-barrel sampler. The sampler is driven with a 140-lb weight falling 30 in. and is seated to a depth of 6 in. before commencing the standard penetration test.

SYMBOLS

DRILLING AND SAMPLING

AS	- Auger Sample
BS	- Bag Sample
C	- Casing Size 2½", NW, 4", HW
COA	- Clean-Out Auger
CS	- Continuous Sampling
CW	- Clear Water
DC	- Driven Casing
DM	- Drilling Mud
FA	- Flight Auger
FT	- Fish Tail
HA	- Hand Auger
HSA	- Hollow Stem Auger
NR	- No Recovery
PMT	- Borehole Pressuremeter Test
PT	- 3" O.D. Piston Tube Sample
PTS	- Peat Sample
RB	- Rock Bit
RC	- Rock Coring
REC	- Recovery
RQD	- Rock Quality Designation
RS	- Rock Sounding
S	- Soil Sounding
SS	- 2" O.D. Split-Barrel Sample
2ST	- 2" O.D. Thin-Walled Tube Sample
3ST	- 3" O.D. Thin-Walled Tube Sample
VS	- Vane Shear Test
WPT	- Water Pressure Test

LABORATORY TESTS

q _p	- Penetrometer Reading, tsf
q _u	- Unconfined Strength, tsf
W	- Moisture Content, %
LL	- Liquid Limit, %
PL	- Plastic Limit, %
PI	- Plasticity Index
SL	- Shrinkage Limit, %
LOI	- Loss on Ignition, %
γ _d	- Dry Unit Weight, pcf
pH	- Measure of Soil Alkalinity/Acidity

WATER LEVEL MEASUREMENT

BF	- Backfilled upon Completion
NW	- No Water Encountered

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.



LOG OF TEST BORING

BORING NO.: **RB-1/PC-1**
SHEET **1** OF **1**
LATITUDE : **41.74988**
LONGITUDE : **-85.66520**
DATUM :
DATE STARTED : **06-13-25**
DATE COMPLETED : **06-13-25**

CLIENT : **Abonmarche**
DES NO. : **---** STRUCTURE # : **---**
PROJECT TYPE : **Truck Parking Lot Improvements**
LOCATION : **Indiana Toll Road - Parking Lot No. 6**
COUNTY : **Elkhart** PROJECT NO.: **CJ255106**

ELEVATION : **825.0** BORING METHOD : **Hollow Stem Auger** HAMMER : **Auto**
STATION : RIG TYPE : **Geoprobe** DRILLER/INSP : **M.S**
OFFSET : CASING DIA. : **---** TEMPERATURE : **70 °F**
LINE : CORE SIZE : **---** WEATHER : **Cloudy**
DEPTH : **10.0 ft**

GROUNDWATER: ☒ Encountered at **NW** ☒ At completion **NW** ☒ Caved in at **4.0 ft**

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
		1.3											
	2.5		SS 1	15-17-18	67								
			SS 2	20-25-21	100					NP	NP	NP	
820.0	5.0	Sand , dense to very dense, moist, brown, with granular subbase near 1.3 ft, with sandy loam seam near 4 ft, with cobbles near 9 ft	SS 3	10-20-24	89								
	7.5												
			SS 4	16-19-32	78								
815.0	10.0	10.0											
		Bottom of Boring at 10.0 ft											
	12.5												
810.0	15.0												
	17.5												
805.0	20.0												

EEI BORING LOG (INDOT FORMAT) LAT./LONG. CJ255106 INDOT.GPJ IN_DOT1.GDT 7/14/25



LOG OF TEST BORING

BORING NO.: **RB-2/PC-2**
SHEET **1** OF **1**
LATITUDE : **41.75001**
LONGITUDE : **-85.66591**
DATUM :
DATE STARTED : **06-13-25**
DATE COMPLETED : **06-13-25**

CLIENT : **Abonmarche**
DES NO. : **--** STRUCTURE # : **--**

PROJECT TYPE: **Truck Parking Lot Improvements**

LOCATION : **Indiana Toll Road - Parking Lot No. 6**

COUNTY : **Elkhart** PROJECT NO.: **CJ255106**

ELEVATION : 827.0	BORING METHOD : Hollow Stem Auger	HAMMER : Auto
STATION : 	RIG TYPE : Geoprobe	DRILLER/INSP : M.S
OFFSET : 	CASING DIA. : ---	TEMPERATURE : 70 °F
LINE : '--'	CORE SIZE : ---	WEATHER : Cloudy
DEPTH : 10.0 ft		

GROUNDWATER: ☒ Encountered at **NW** ☒ At completion **NW** ☒ Caved in at **4.0 ft**

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
825.0	2.5		SS 1	18-23-29	89					NP	NP	NP	2.0, Soluble Sulfate = 70 ppm
			SS 2	26-29-31	100								
	5.0	Sand , very dense, moist, brown, with granular subbase near 1.4 ft, with sandy foam seam near 4 ft, with cobbles near 9 ft and 10 ft, A-2-4(0), Lab No. 40385	SS 3	30-38-37	89								
820.0	7.5		SS 4	10-22-32	67								
	10.0	Bottom of Boring at 10.0 ft											
815.0	12.5												
	15.0												
810.0	17.5												
	20.0												

EEI BORING LOG (INDOT FORMAT) LAT./LONG. CJ255106 INDOT.GPJ IN_DOT1.GDT 7/14/25



LOG OF TEST BORING

BORING NO.: **RB-3/PC-3**
SHEET **1** OF **1**
LATITUDE : **41.74941**
LONGITUDE : **-85.66772**
DATUM :
DATE STARTED : **06-13-25**
DATE COMPLETED : **06-13-25**

CLIENT : **Abonmarche**
DES NO. : **---** STRUCTURE # : **---**

PROJECT TYPE: **Truck Parking Lot Improvements**

LOCATION : **Indiana Toll Road - Parking Lot No. 6**

COUNTY : **Elkhart** PROJECT NO.: **CJ255106**

ELEVATION : 825.0	BORING METHOD : Hollow Stem Auger	HAMMER : Auto
STATION : ---	RIG TYPE : Geoprobe	DRILLER/INSP : M.S
OFFSET : ---	CASING DIA. : ---	TEMPERATURE : 70 °F
LINE : ---	CORE SIZE : ---	WEATHER : Rain
DEPTH : 10.0 ft		

GROUNDWATER: ☒ Encountered at **NW** ☒ At completion **NW** ☒ Caved in at **4.0 ft**

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
		1.1											
	2.5		SS 1	22-29-42	89					NP	NP	NP	
			SS 2	20-24-32	67								
820.0	5.0	Sand , very dense to dense, moist, brown, with granular subbase near 1.1 ft, with sandy loam seams near 2.5 ft and 9 ft, A-3(0), Lab No. 40384	SS 3	23-27-33	78								
	7.5												
			SS 4	17-20-27	78								
815.0	10.0	10.0											
		Bottom of Boring at 10.0 ft											
	12.5												
810.0	15.0												
	17.5												
805.0	20.0												

EEI BORING LOG (INDOT FORMAT) LAT./LONG. CJ255106 INDOT.GPJ IN_DOT1.GDT 7/14/25



LOG OF TEST BORING

BORING NO.: **RB-4/PC-4**
SHEET 1 OF 1
LATITUDE : 41.74775
LONGITUDE : -85.66778
DATUM :
DATE STARTED : 06-13-25
DATE COMPLETED : 06-13-25

CLIENT : Abonmarche
DES NO. : --- STRUCTURE # : ---

PROJECT TYPE: Truck Parking Lot Improvements

LOCATION : Indiana Toll Road - Parking Lot No. 6

COUNTY : Elkhart PROJECT NO.: CJ255106

ELEVATION : <u>824.0</u>	BORING METHOD : <u>Hollow Stem Auger</u>	HAMMER : <u>Auto</u>
STATION : <u></u>	RIG TYPE : <u>Geoprobe</u>	DRILLER/INSP : <u>M.S</u>
OFFSET : <u></u>	CASING DIA. : <u>---</u>	TEMPERATURE : <u>70 °F</u>
LINE : <u>'--'</u>	CORE SIZE : <u>---</u>	WEATHER : <u>Cloudy</u>
DEPTH : <u>10.0 ft</u>		

GROUNDWATER: ☒ Encountered at NW ☒ At completion NW ☒ Caved in at 4.0 ft

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
		1.3											
	2.5		SS 1	15-25-31	67								
820.0			SS 2	25-40-35	89								
	5.0		SS 3	24-18-16	100								
		Sand, very dense to dense, moist, brown, with granular subbase near 1.3 ft, with sandy loam seam near 5.5 ft											
	7.5												
815.0			SS 4	15-20-19	67								
	10.0												
		Bottom of Boring at 10.0 ft											
	12.5												
810.0													
	15.0												
	17.5												
805.0													
	20.0												

EEI BORING LOG (INDOT FORMAT) LAT./LONG. CJ255106 INDOT.GPJ IN_DOT1.GDT 7/14/25



LOG OF TEST BORING

BORING NO.: **RB-5/PC-5**
SHEET 1 OF 1
LATITUDE : 41.74746
LONGITUDE : -85.66704
DATUM : _____
DATE STARTED : 06-13-25
DATE COMPLETED : 06-13-25

CLIENT : Abonmarche
DES NO. : --- STRUCTURE # : ---

PROJECT TYPE: Truck Parking Lot Improvements

LOCATION : Indiana Toll Road - Parking Lot No. 6

COUNTY : Elkhart PROJECT NO.: CJ255106

ELEVATION : <u>828.0</u>	BORING METHOD : <u>Hollow Stem Auger</u>	HAMMER : <u>Auto</u>
STATION : _____	RIG TYPE : <u>Geoprobe</u>	DRILLER/INSP : <u>M.S</u>
OFFSET : _____	CASING DIA. : <u>---</u>	TEMPERATURE : <u>70 °F</u>
LINE : <u>---</u>	CORE SIZE : <u>---</u>	WEATHER : <u>Cloudy</u>
DEPTH : <u>10.0 ft</u>		

GROUNDWATER: ☒ Encountered at NW ☒ At completion NW ☒ Caved in at 5.0 ft

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
		1.0											
	2.5		SS 1	15-12-11	100								
825.0			SS 2	9-15-17	100					NP	NP	NP	
	5.0	Sand , medium dense to very dense, moist, brown, with granular subbase near 1 ft, with cobbles near 9 ft, A-2-4(0), Lab No. 40383	SS 3	21-24-30	100								
	7.5												
820.0													
	10.0		SS 4	14-30-27	89								
		10.0											
		Bottom of Boring at 10.0 ft											
	12.5												
815.0													
	15.0												
	17.5												
810.0													
	20.0												

EEI BORING LOG (INDOT FORMAT) LAT./LONG. CJ255106 INDOT.GPJ IN_DOT1.GDT 7/14/25



LOG OF TEST BORING

BORING NO.: **RB-6/PC-6**
SHEET **1** OF **1**
LATITUDE : **41.74803**
LONGITUDE : **-85.66475**
DATUM :
DATE STARTED : **06-13-25**
DATE COMPLETED : **06-13-25**

CLIENT : **Abonmarche**
DES NO. : **---** STRUCTURE # : **---**

PROJECT TYPE: **Truck Parking Lot Improvements**

LOCATION : **Indiana Toll Road - Parking Lot No. 6**

COUNTY : **Elkhart** PROJECT NO.: **CJ255106**

ELEVATION : 827.0	BORING METHOD : Hollow Stem Auger	HAMMER : Auto
STATION : ---	RIG TYPE : Geoprobe	DRILLER/INSP : M.S
OFFSET : ---	CASING DIA. : ---	TEMPERATURE : 70 °F
LINE : ---	CORE SIZE : ---	WEATHER : Cloudy
DEPTH : 10.0 ft		

GROUNDWATER: ☒ Encountered at **NW** ☒ At completion **NW** ☒ Caved in at **4.0 ft**

ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6"	% RECOVERY	MOISTURE CONTENT	DRY DENSITY, pcf	POCKET PEN., tsf	UNCONF. COMP., tsf	ATTERBERG LIMITS			REMARKS
										LL	PL	PI	
		Asphaltic Concrete											
825.0	2.5		SS 1	22-23-39	100					NP	NP	NP	2.0, Soluble Sulfate = 190 ppm
			SS 2	31-33-29	78								
	5.0	Sand , very dense, moist, brown, with granular subbase near 1.1 ft, with sandy loam seams near 4 ft and 9 ft, A-2-4(0), Lab No. 40386	SS 3	39-33-29	100								
820.0	7.5												
	10.0		SS 4	16-30-40	89								
		Bottom of Boring at 10.0 ft											
815.0	12.5												
	15.0												
810.0	17.5												
	20.0												

**Summary of Pavement Cores
Indiana Toll Road - Parking Lot No. 6
Terracon Project No. CJ255106
Elkhart County, Indiana**



Core	Latitude	Longitude	Date	Overall Thickness (in.)	Overall Type	Layer 1 Thickness (in.)	Layer 1 Type	Subbase Type
RB-1/PC-1	41.749876	-85.665198	6/13/25	15.0	HMA	15.0	HMA	Sand
RB-2/PC-2	41.750014	-85.665905	6/13/25	16.7	HMA	16.7	HMA	Sand
RB-3/PC-3	41.749414	-85.667718	6/13/25	13.0	HMA	13.0	HMA	Sand
RB-4/PC-4	41.747754	-85.667778	6/13/25	15.0	HMA	15.0	HMA	Sand
RB-5/PC-5	41.747462	-85.667037	6/13/25	11.7	HMA	11.7	HMA	Sand
RB-6/PC-6	41.748025	-85.664745	6/13/25	13.4	HMA	13.4	HMA	Sand

Note: While the measurements of layer and overall core thicknesses are reported to the nearest tenth of an inch, an inherent variation in the pavement thickness will occur due to the size of the aggregate. Depending on the aggregate size, the variation in measurements could be 1/2 to 3/4 in.

PAVEMENT CORE LOG NO. RB-1/PC-1

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	DEPTH (in.)
Latitude: 41.7499° Longitude: -85.6652°	
DEPTH	
<u>HMA</u> , 9.5 mm surface, vertically fractured above 1 in.	1
1.9 <u>HMA</u> , 19.0 mm intermediate	2
4.3 <u>HMA</u> , 12.5 mm intermediate	3
7.3 <u>HMA</u> , 19.0 mm intermediate, delaminated	4
10.4 <u>HMA</u> , completely stripped, partially recovered	5
15.0	6
<u>Granular Subbase</u> , sand	7
Coring Terminated at 15 Inches	8
	9
	10
	11
	12
	13
	14
	15



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

Drill Rig: Core Machine

Project No.: CJ255106

Coring Completed: 6/13/2025

Driller: M.S.

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25

PAVEMENT CORE LOG NO. RB-2/PC-2

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	Latitude: 41.7500° Longitude: -85.6659°	DEPTH (in.)
DEPTH		
1.5	<u>HMA</u> , 9.5 mm surface	1
	<u>HMA</u> , 19.0 mm intermediate	2
		3
		4
5.9	<u>HMA</u> , 19.0 mm intermediate	5
		6
		7
8.6	<u>HMA</u> , 19.0 mm intermediate, horizontally fractured near 11.5 in., fuel odor	8
		9
		10
		11
		12
		13
		14
		15
16.7	<u>Granular Subbase</u> , sand <i>Coring Terminated at 16.7 Inches</i>	16



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

Coring Completed: 6/13/2025

Drill Rig: Core Machine

Driller: M.S.

Project No.: CJ255106

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25

PAVEMENT CORE LOG NO. RB-3/PC-3

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	DEPTH (in.)
Latitude: 41.7494° Longitude: -85.6677°	
DEPTH	
1.2 <u>HMA</u> , 9.5 mm surface	1
<u>HMA</u> , 19.0 mm intermediate	2
3.9 <u>HMA</u> , 12.5 mm intermediate, delaminated	3
	4
	5
	6
7.0 <u>HMA</u> , completely stripped, partially recovered	7
	8
	9
	10
	11
	12
13.0 <u>Granular Subbase</u> , sand <i>Coring Terminated at 13 Inches</i>	13



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

Coring Completed: 6/13/2025

Drill Rig: Core Machine

Driller: M.S.

Project No.: CJ255106

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25

PAVEMENT CORE LOG NO. RB-4/PC-4

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	Latitude: 41.7478° Longitude: -85.6678°	DEPTH (in.)
	DEPTH	
1.3	<u>HMA</u> , 9.5 mm surface	1
	<u>HMA</u> , 19.0 mm intermediate	2
		3
		4
		5
6.3	<u>HMA</u> , 19.0 mm intermediate, partially stripped, partially recovered, fuel odor	6
		7
		8
		9
		10
		11
		12
		13
		14
15.0	<u>Granular Subbase</u> , sand <i>Coring Terminated at 15 Inches</i>	15



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

Coring Completed: 6/13/2025

Drill Rig: Core Machine

Driller: M.S.

Project No.: CJ255106

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25

PAVEMENT CORE LOG NO. RB-5/PC-5

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	DEPTH (in.)
Latitude: 41.7475° Longitude: -85.667°	
DEPTH	
HMA , 9.5 mm surface, vertically fractured	1
HMA , 19.0 mm intermediate	2
HMA , 19.0 mm intermediate	3
HMA , 19.0 mm intermediate	4
HMA , 19.0 mm intermediate	5
HMA , 19.0 mm intermediate	6
HMA , 19.0 mm intermediate	7
HMA , 19.0 mm intermediate	8
HMA , 19.0 mm intermediate	9
HMA , 19.0 mm intermediate	10
HMA , 19.0 mm intermediate	11
Granular Subbase , sand	
Coring Terminated at 11.7 Inches	



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

Drill Rig: Core Machine

Project No.: CJ255106

Coring Completed: 6/13/2025

Driller: M.S.

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25

PAVEMENT CORE LOG NO. RB-6/PC-6

Page 1 of 1

PROJECT: Indiana Toll Road - Parking Lot No. 6

CLIENT: Abonmarche

SITE: Elkhart County, IN

GRAPHIC LOG	Latitude: 41.748° Longitude: -85.6648°	DEPTH (in.)
DEPTH		
	<u>HMA</u> , 9.5 mm surface	1
2.5		2
	<u>HMA</u> , 19.0 mm intermediate	3
4.3		4
	<u>HMA</u> , 19.0 mm intermediate	5
		6
		7
8.3		8
	<u>HMA</u> , 19.0 mm intermediate, partially stripped, partially recovered, fuel odor	9
		10
		11
		12
13.4		13
	<u>Granular Subbase</u> , sand Coring Terminated at 13.4 Inches	



7770 W New York St
Indianapolis, IN

Coring Started: 6/13/2025

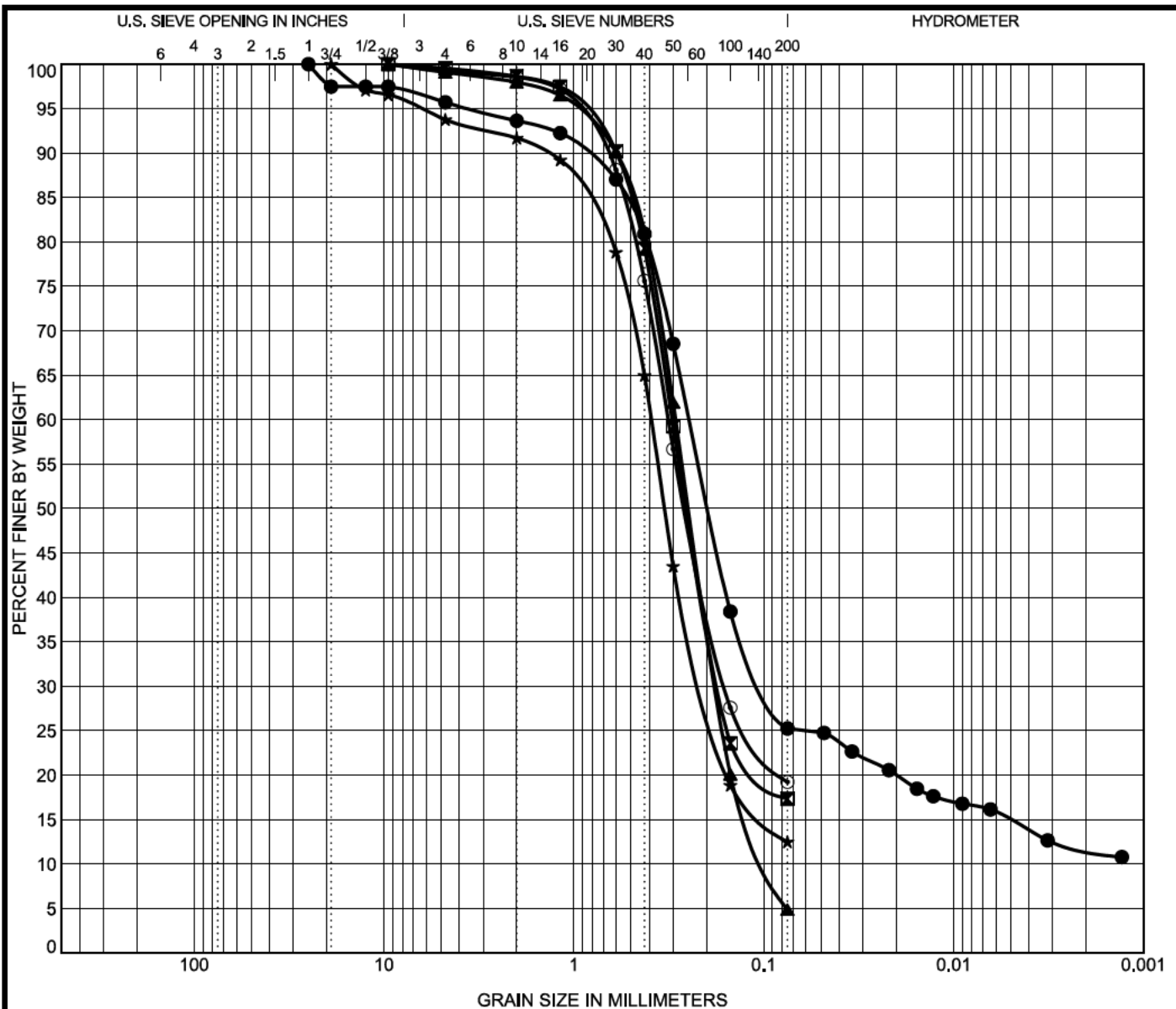
Coring Completed: 6/13/2025

Drill Rig: Core Machine

Driller: M.S.

Project No.: CJ255106

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. PAVEMENT_CORE_NO_COORDINATES_PAVEMENT_CORES.GPJ INDOT_PAVEMENT_TEMPLATE.GDT 7/17/25



COBBLES	GRAVEL	SAND		SILT	Clay
		coarse	fine		

Specimen Identification				Lab #	Textural Classification				LL	PL	PI	Cc	Cu
●	RB-1/PC-1	SS-2	2.8	40387	A-2-4 (0) SANDY LOAM				NP	NP	NP		
☒	RB-2/PC-2	SS-1	1.4	40385	A-2-4 (0) SAND				NP	NP	NP		
▲	RB-3/PC-3	SS-1	1.1	40384	A-3 (0) SAND				NP	NP	NP	1.13	3.07
★	RB-5/PC-5	SS-2	2.6	40383	A-2-4 (0) SAND				NP	NP	NP	1.88	6.86
◎	RB-6/PC-6	SS-1	1.2	40386	A-2-4 (0) SAND				NP	NP	NP		
Specimen Identification				D60	D30	D10	LOI	pH	%Gravel	%Sand	%Silt	%Clay	SG
●	RB-1/PC-1	SS-2	2.8	0.247	0.096			7.8	6.4	68.4	13.6	11.7	
☒	RB-2/PC-2	SS-1	1.4	0.304	0.17				1.4	81.3			
▲	RB-3/PC-3	SS-1	1.1	0.291	0.177	0.095			2.0	93.1			
★	RB-5/PC-5	SS-2	2.6	0.392	0.205				8.3	79.2			
◎	RB-6/PC-6	SS-1	1.2	0.319	0.159				1.5	79.3			

GRAIN SIZE DISTRIBUTION TEST REPORT

DES #: — Structure #: —
 Project #: CJ255106
 County: Elkhart
 Location: Indiana Toll Road - Parking Lot No. 6

Terracon Consultants, Inc
 7770 West New York Street
 Indianapolis, IN 46214
 Telephone: (317) 273-1690
 Fax: (317) 273-2250





ITR No. 6 - 2 in. MO

File Name: C:\Users\vabousejaan\OneDrive - Terracon Consultants Inc\Desktop\MEPDG\ME Designs\Projects\2025\CJ255106\ITR No. 6 - 2 in. MO.dgpx



Design Inputs

Design Life: 30 years
Design Type: FLEXIBLE
Base construction: May, 2026
Pavement construction: June, 2026
Traffic opening: September, 2026
Climate Data: 41.5, -85.625
Sources (Lat/Lon): 41.5, -86.25
41.5, -85

Design Structure

Layer type	Material Type	Thickness (in)
Flexible	Fort Wayne, 58E, SURFACE, 9.5 mm	2.0
Flexible	Existing Asphalt 19.0mm	12.0
Subgrade	A-2-4	10.0
Subgrade	A-2-4	Semi-infinite

Volumetric at Construction:

Effective binder content (%)	11.6
Air voids (%)	7.0

Traffic

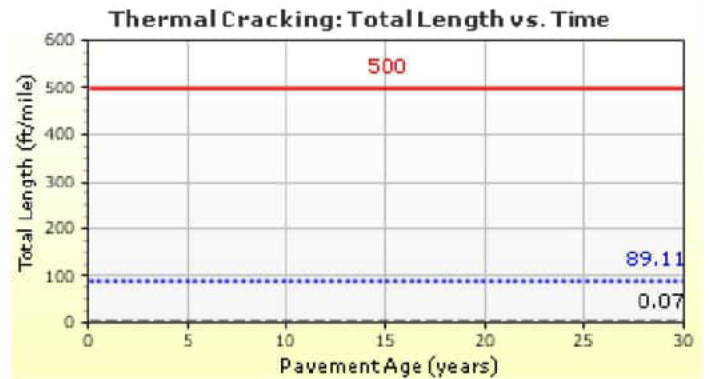
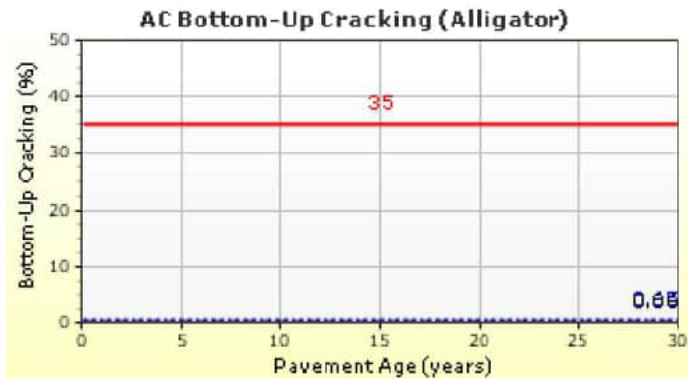
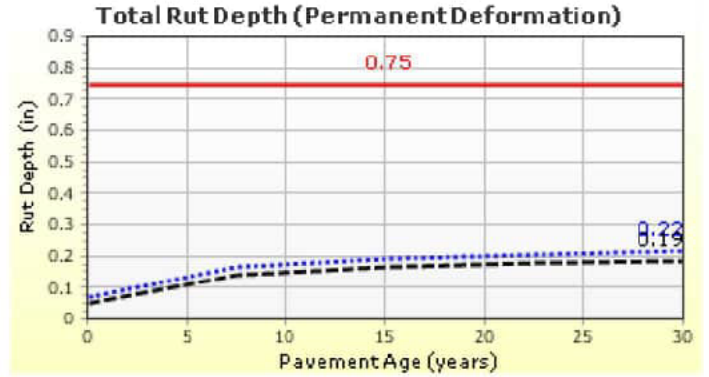
Age (year)	Heavy Trucks (cumulative)
2026 (initial)	130
2041 (15 years)	737,166
2056 (30 years)	1,527,750

Design Outputs

Distress Prediction Summary

Distress Type	Distress @ Specified Reliability		Reliability (%)		Criterion Satisfied?
	Target	Predicted	Target	Achieved	
Terminal IRI (in/mile)	200.00	152.65	70.00	96.80	Pass
Permanent deformation - total pavement (in)	0.75	0.22	70.00	100.00	Pass
AC bottom-up fatigue cracking (% lane area)	35.00	0.65	70.00	100.00	Pass
AC thermal cracking (ft/mile)	500.00	89.11	70.00	99.85	Pass
AC top-down fatigue cracking (% lane area)	25.00	8.00	70.00	99.98	Pass
Permanent deformation - AC only (in)	0.40	0.01	70.00	100.00	Pass

Distress Charts



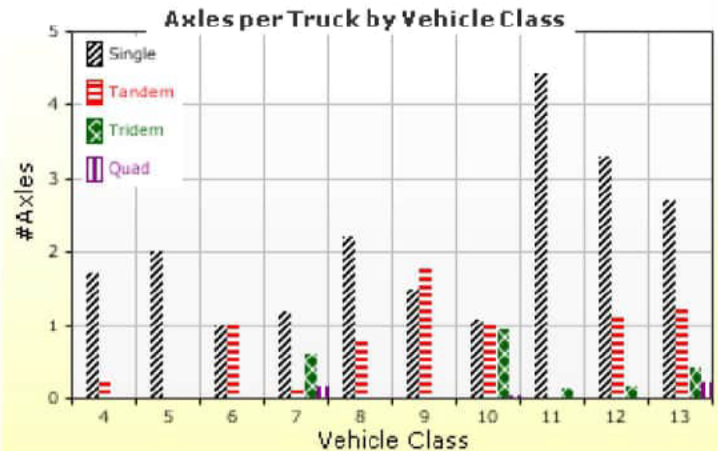
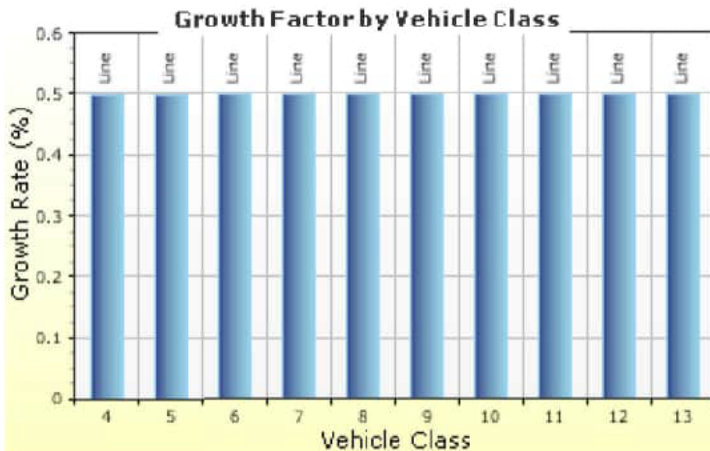
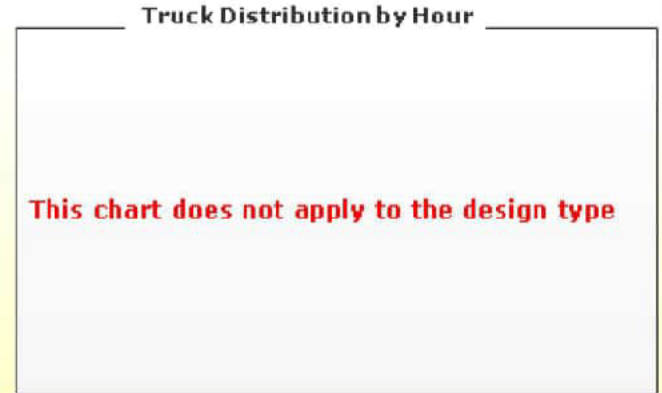
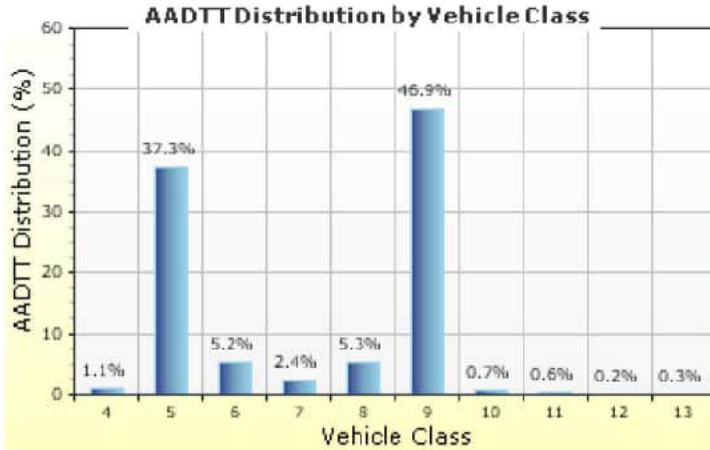
— Threshold Value @ Specified Reliability --- @ 50% Reliability

Traffic Inputs

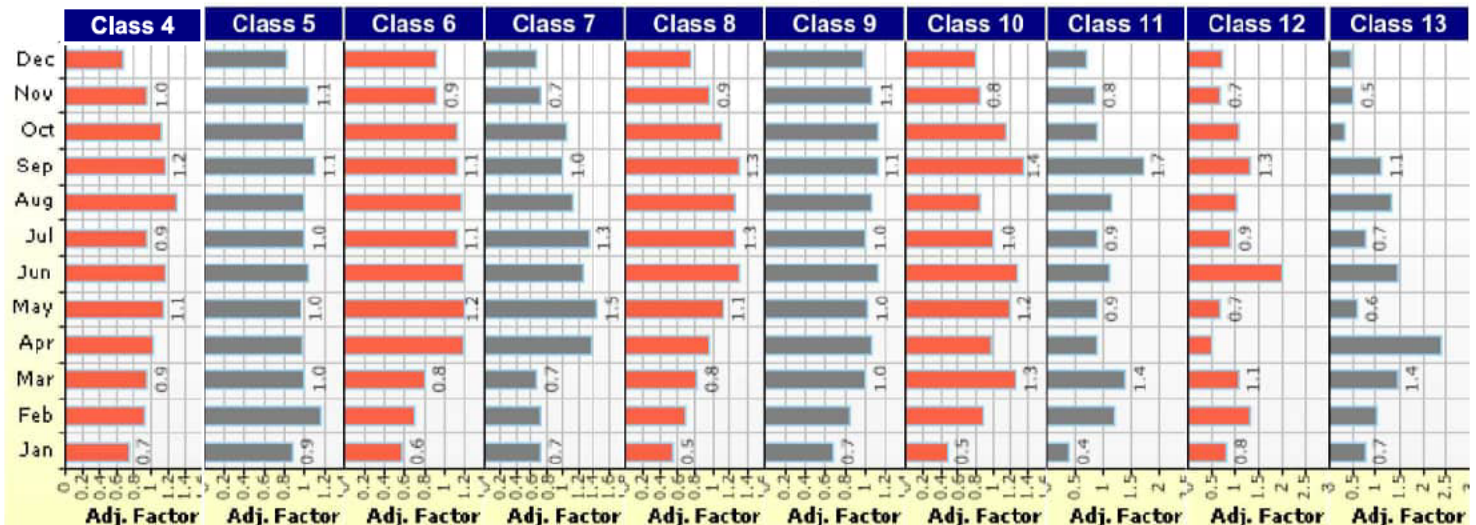
Graphical Representation of Traffic Inputs

Initial two-way AADTT: **130**
 Number of lanes in design direction: **1**

Percent of trucks in design direction (%): **100.0**
 Percent of trucks in design lane (%): **100.0**
 Operational speed (mph): **30.0**



Traffic Volume Monthly Adjustment Factors



Tabular Representation of Traffic Inputs

Volume Monthly Adjustment Factors

Level 3: Default MAF

Month	Vehicle Class									
	4	5	6	7	8	9	10	11	12	13
January	0.7	0.9	0.6	0.7	0.5	0.7	0.5	0.4	0.8	0.7
February	0.9	1.2	0.7	0.7	0.7	0.8	0.9	1.2	1.3	1.0
March	0.9	1.0	0.8	0.7	0.8	1.0	1.3	1.4	1.1	1.4
April	1.0	1.0	1.2	1.4	1.0	1.1	1.0	0.9	0.5	2.4
May	1.1	1.0	1.2	1.5	1.1	1.0	1.2	0.9	0.7	0.6
June	1.2	1.0	1.2	1.3	1.3	1.1	1.3	1.1	2.0	1.4
July	0.9	1.0	1.1	1.3	1.3	1.0	1.0	0.9	0.9	0.7
August	1.3	1.0	1.2	1.1	1.3	1.1	0.8	1.1	1.0	1.3
September	1.2	1.1	1.1	1.0	1.3	1.1	1.4	1.7	1.3	1.1
October	1.1	1.0	1.1	1.1	1.1	1.1	1.2	0.9	1.1	0.3
November	1.0	1.1	0.9	0.7	0.9	1.1	0.8	0.8	0.7	0.5
December	0.7	0.8	0.9	0.7	0.7	1.0	0.8	0.7	0.7	0.5

Distributions by Vehicle Class

Vehicle Class	AADTT Distribution (%) (Level 3)	Growth Factor	
		Rate (%)	Function
Class 4	1.1%	0.5%	Linear
Class 5	37.3%	0.5%	Linear
Class 6	5.2%	0.5%	Linear
Class 7	2.4%	0.5%	Linear
Class 8	5.3%	0.5%	Linear
Class 9	46.9%	0.5%	Linear
Class 10	0.7%	0.5%	Linear
Class 11	0.6%	0.5%	Linear
Class 12	0.2%	0.5%	Linear
Class 13	0.3%	0.5%	Linear

Truck Distribution by Hour does not apply

Axle Configuration

Traffic Wander		Axle Configuration	
Mean wheel location (in)	18.0	Average axle width (ft)	8.5
Traffic wander standard deviation (in)	10.0	Dual tire spacing (in)	12.0
Design lane width (ft)	12.0	Tire pressure (psi)	120.0

Average Axle Spacing	
Tandem axle spacing (in)	51.6
Tridem axle spacing (in)	49.2
Quad axle spacing (in)	49.2

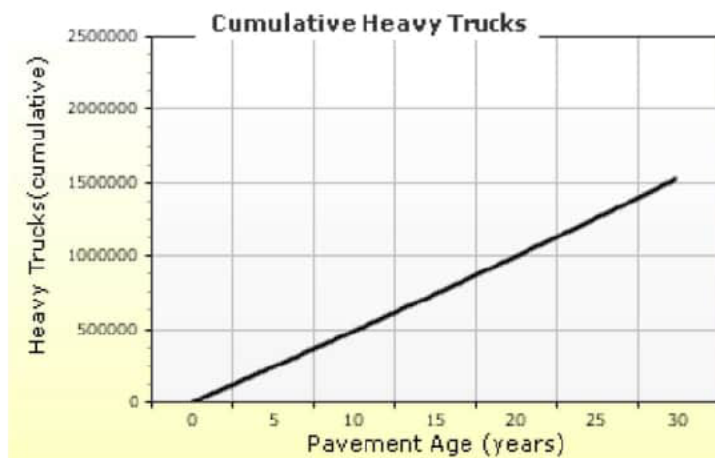
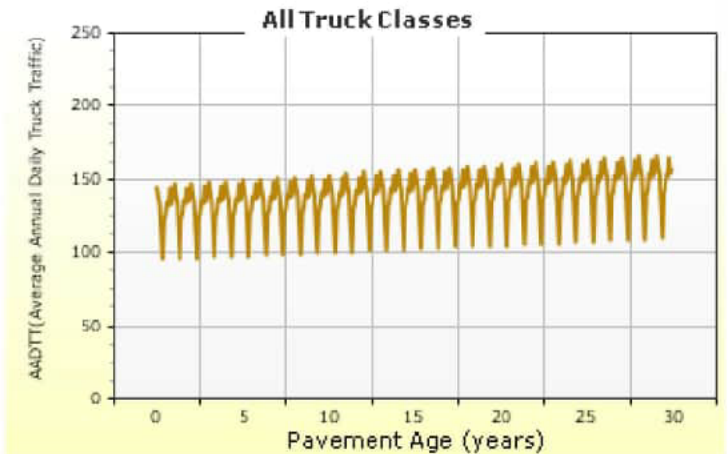
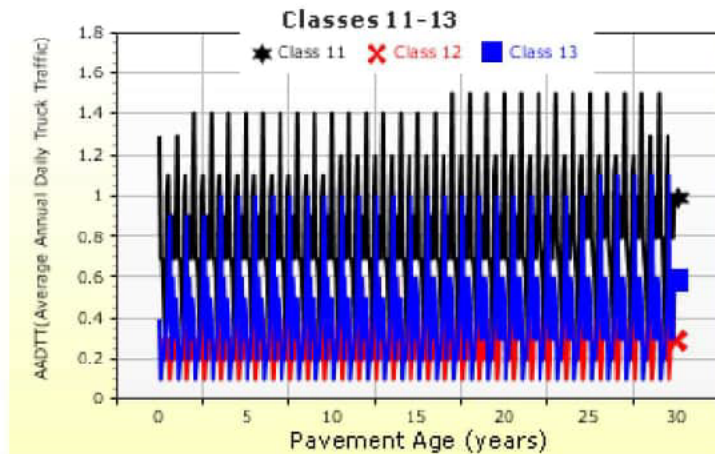
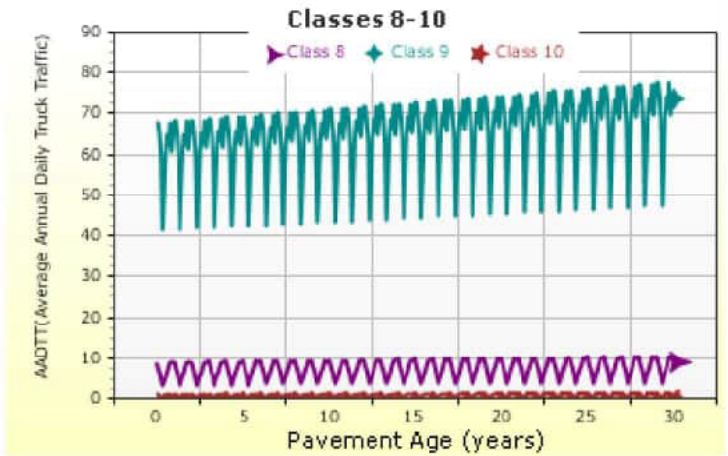
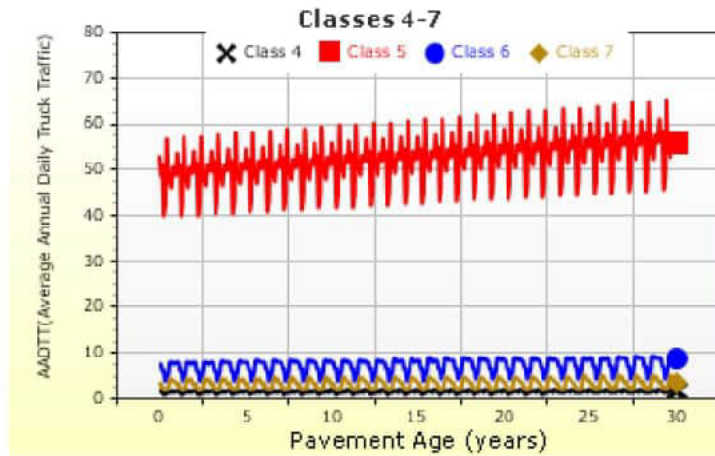
Wheelbase does not apply

Number of Axles per Truck

Vehicle Class	Single Axle	Tandem Axle	Tridem Axle	Quad Axle
Class 4	1.7	0.29	0	0
Class 5	2	0	0	0
Class 6	1	1	0	0
Class 7	1.18	0.18	0.63	0.18
Class 8	2.21	0.78	0	0
Class 9	1.48	1.75	0	0
Class 10	1.08	0.99	0.94	0.03
Class 11	4.43	0.03	0.16	0
Class 12	3.29	1.09	0.17	0
Class 13	2.7	1.22	0.43	0.24

AADTT (Average Annual Daily Truck Traffic) Growth

* Traffic cap is not enforced



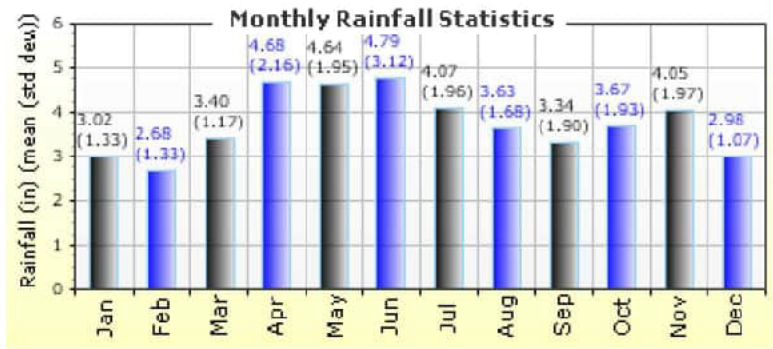
Climate Inputs

Climate Data Sources:

Climate Station Cities:	Location (lat lon elevation(ft))
US, IN	41.50000 -85.62500 886
US, IN	41.50000 -86.25000 820
US, IN	41.50000 -85.00000 941

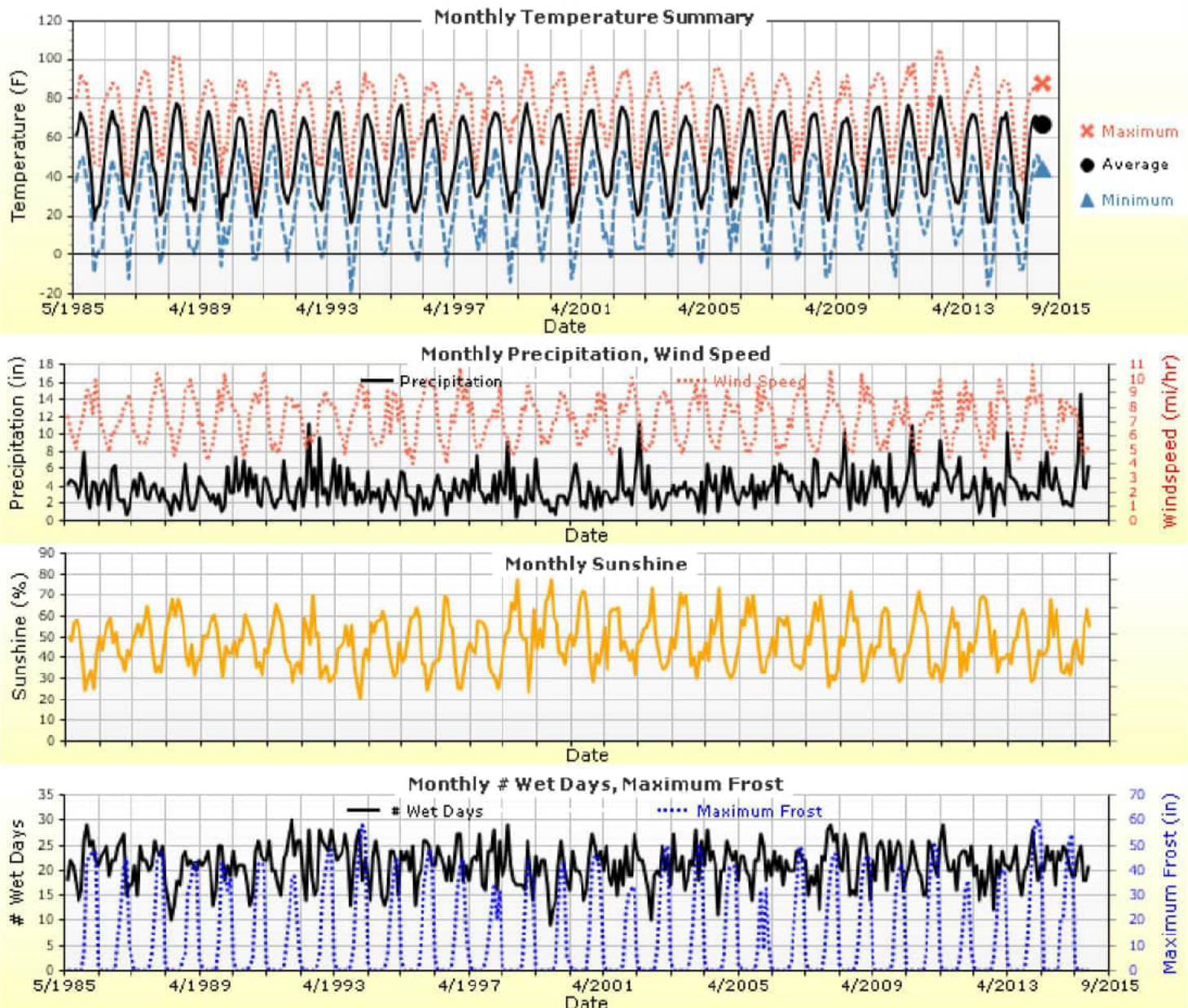
Annual Statistics:

Mean annual air temperature (°F)	49.45
Mean annual precipitation (in)	44.99
Freezing index (°F - days)	738.77
Average annual number of freeze/thaw cycles:	84.57

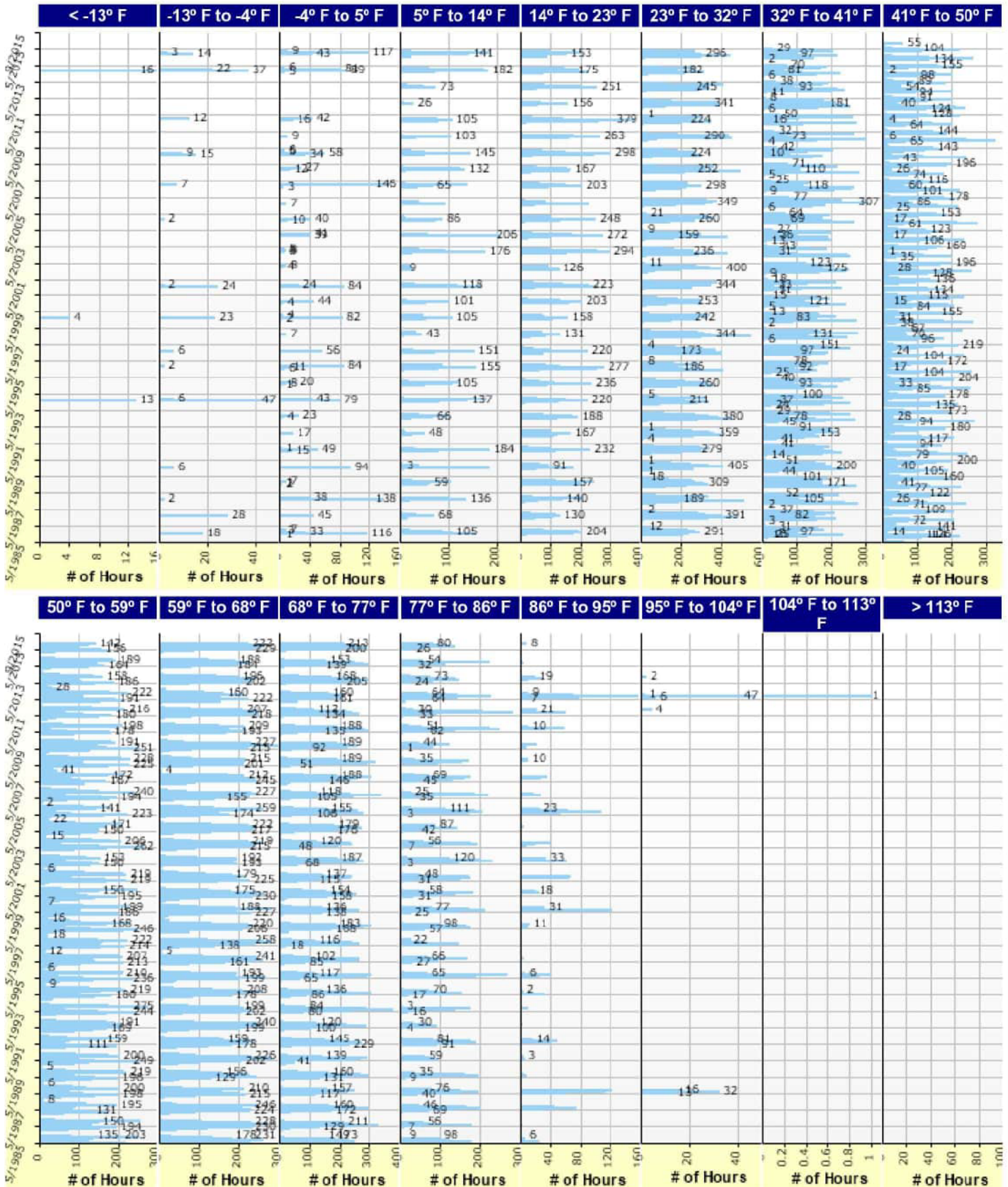


Water table depth (ft) 10.00

Monthly Climate Summary:



Hourly Air Temperature Distribution by Month:





Design Properties

HMA Design Properties

Use Multilayer Rutting Model	False
Using G* based model (not nationally calibrated)	False
Is NCHRP 1-37A HMA Rutting Model Coefficients	True
Endurance Limit	-
Use Reflective Cracking	True

Structure - ICM Properties	
AC surface shortwave absorptivity	0.85

Layer Name	Layer Type	Interface Friction
Layer 1 Flexible : Fort Wayne, 58E, SURFACE, 9.5 mm	Flexible (1)	1.00
Layer 2 Flexible : Existing Asphalt 19.0mm	Flexible (1)	1.00
Layer 3 Subgrade : A-2-4	Subgrade (5)	1.00
Layer 4 Subgrade : A-2-4	Subgrade (5)	-

Thermal Cracking

Thermal Contraction

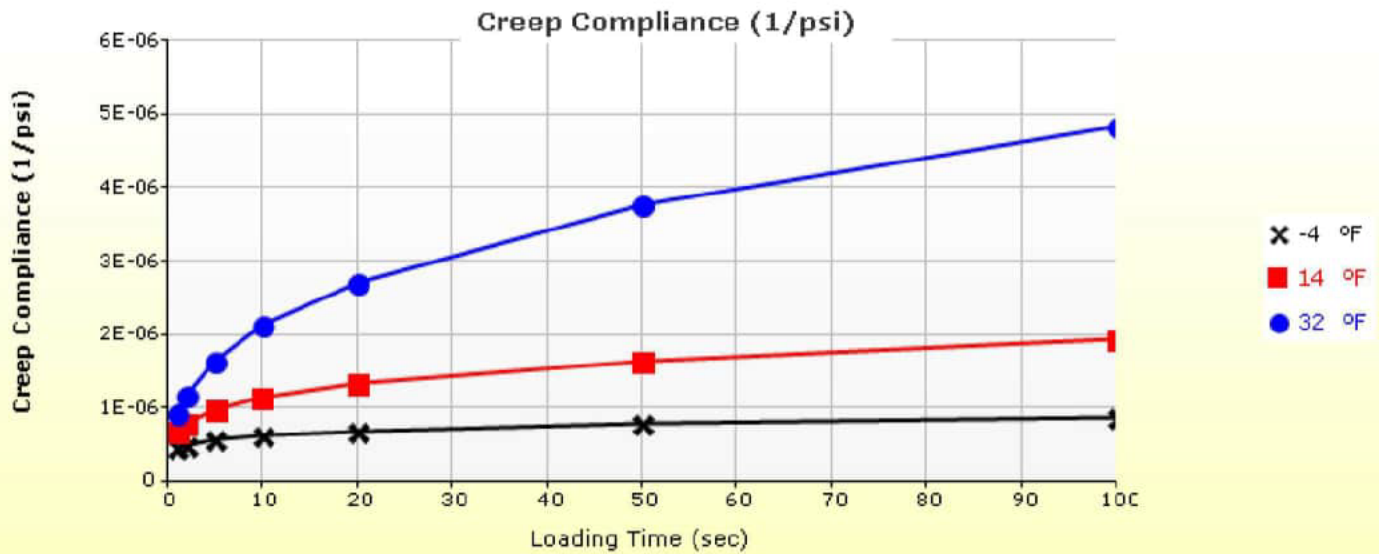
Is thermal contraction calculated?	True
Mix coefficient of thermal contraction (in/in/°F)	-
Aggregate coefficient of thermal contraction (in/in/°F)	6.1e-006
Voids in Mineral Aggregate (%)	18.6

Indirect Tensile Strength (Input Level: 3)

Test Temperature (°F)	Indirect Tensile Strength (psi)
14.0	427.60

Creep Compliance (1/psi) (Input Level: 3)

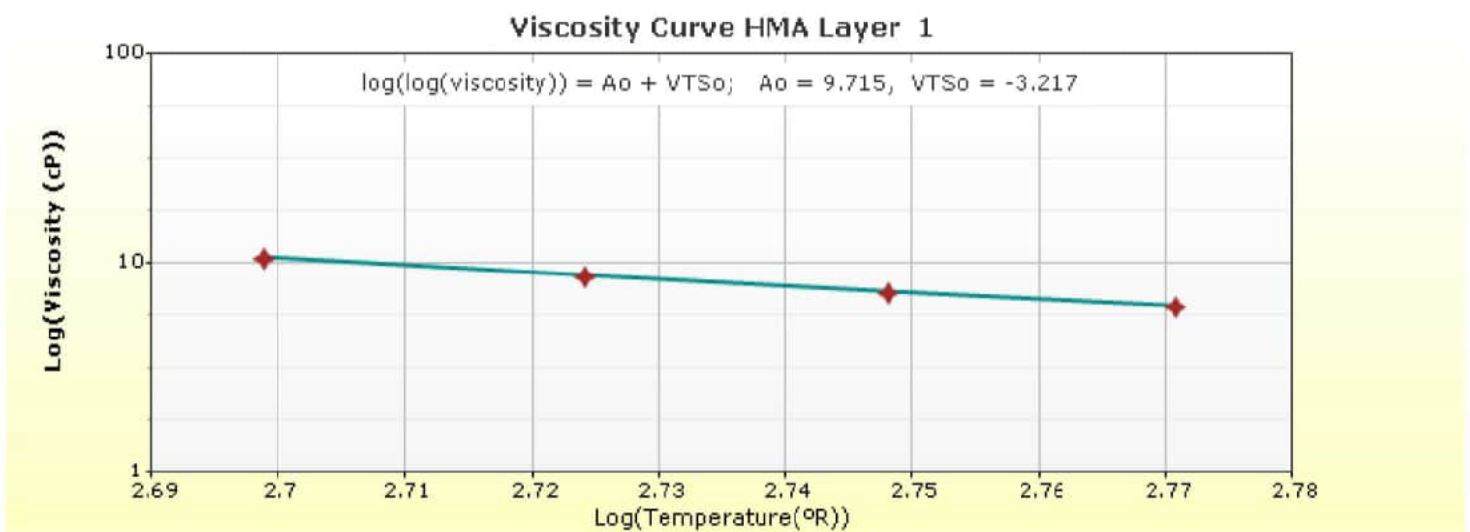
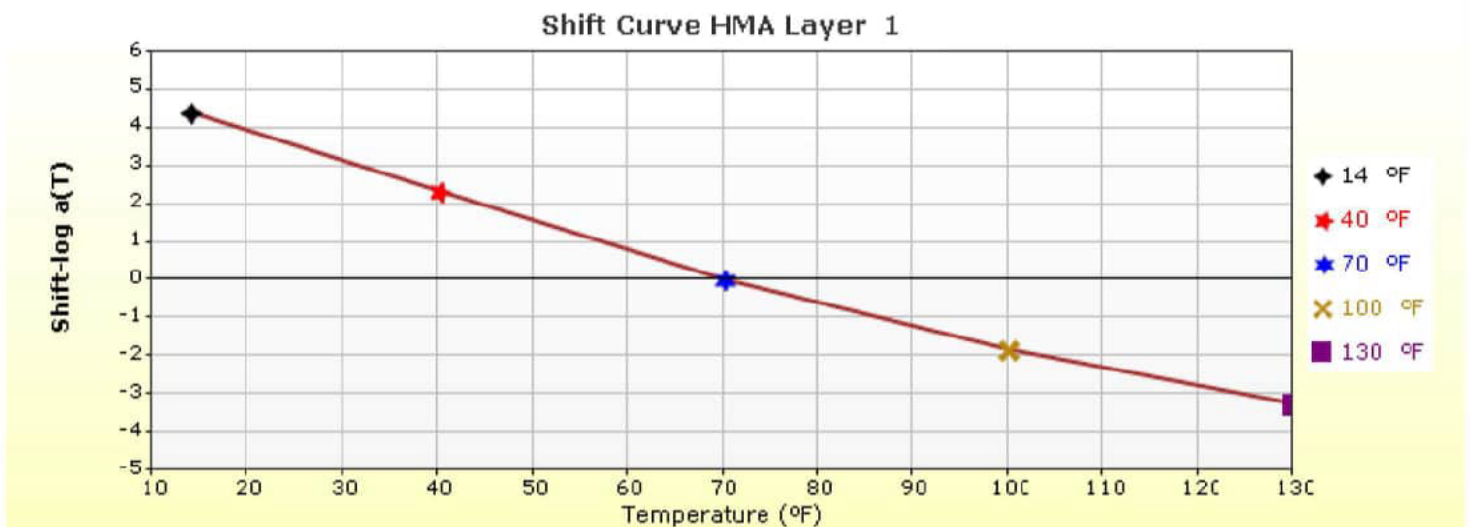
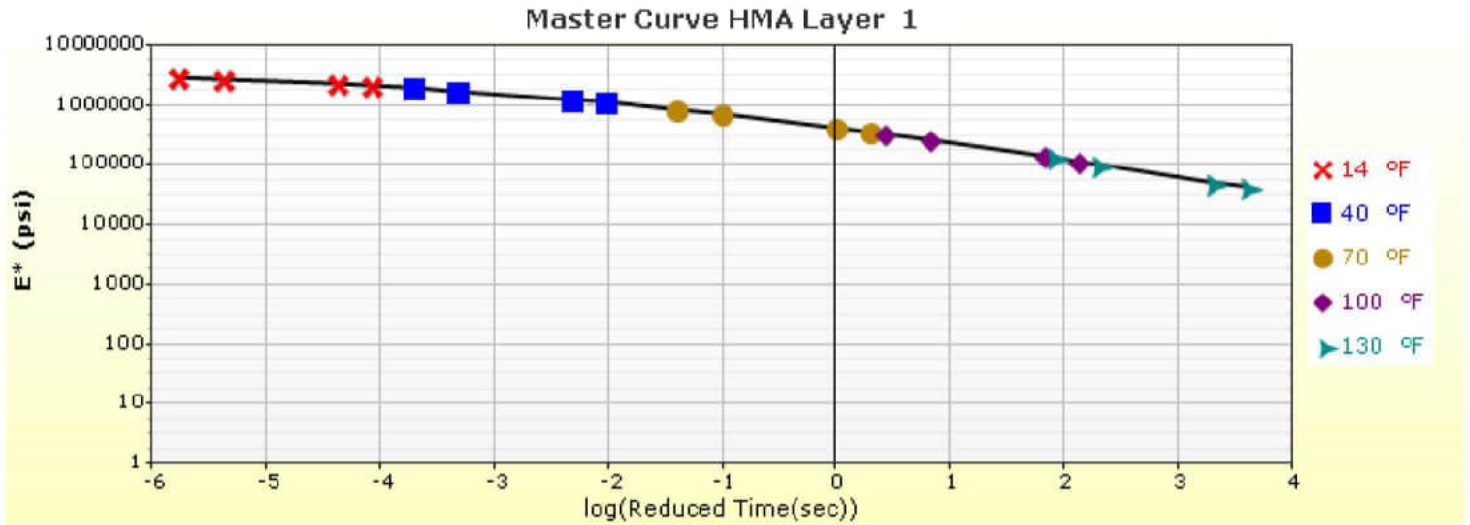
Loading time (sec)	-4 °F	14 °F	32 °F
1	4.68e-007	6.91e-007	9.34e-007
2	5.15e-007	8.07e-007	1.20e-006
5	5.84e-007	9.91e-007	1.66e-006
10	6.42e-007	1.16e-006	2.13e-006
20	7.06e-007	1.35e-006	2.73e-006
50	8.00e-007	1.66e-006	3.78e-006
100	8.80e-007	1.94e-006	4.85e-006



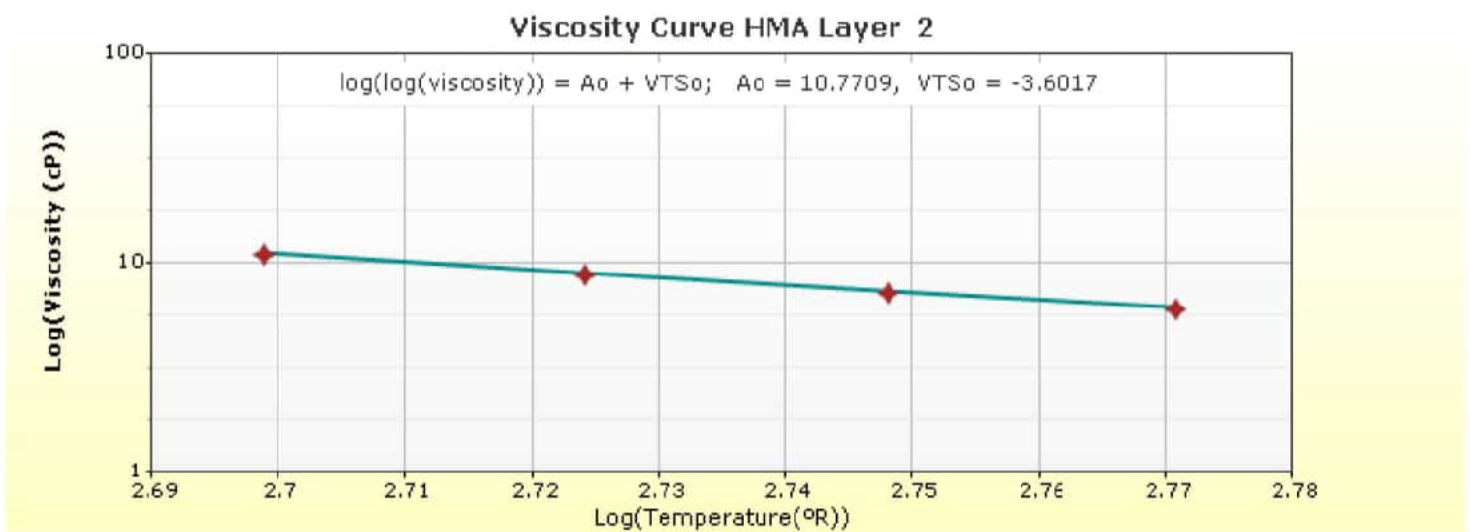
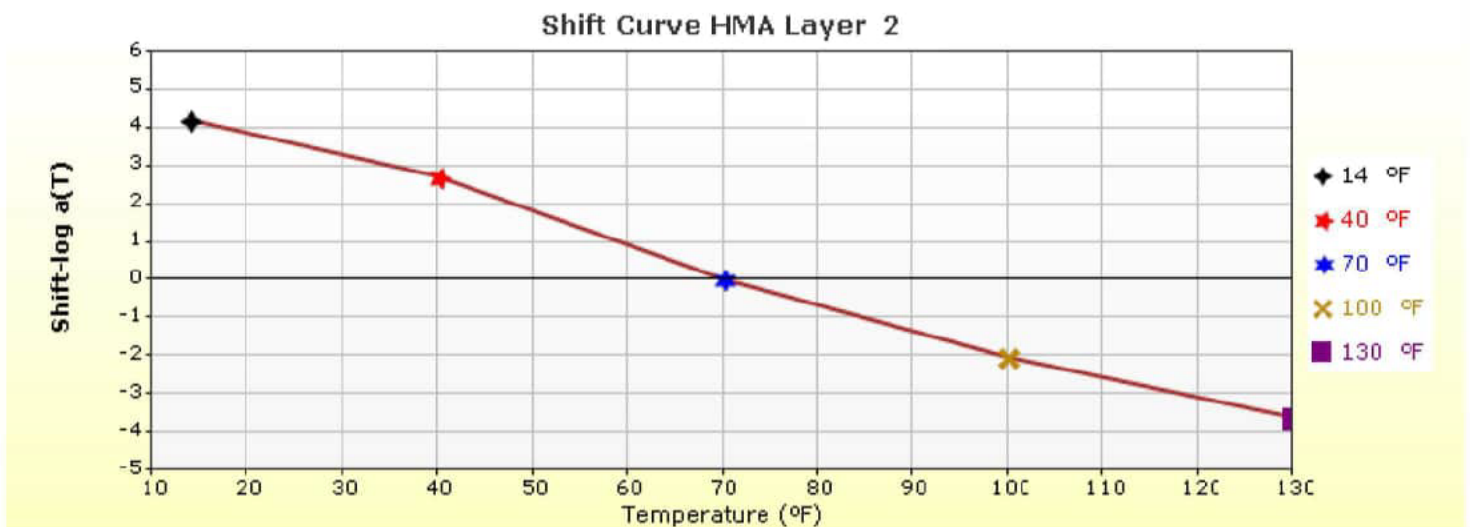
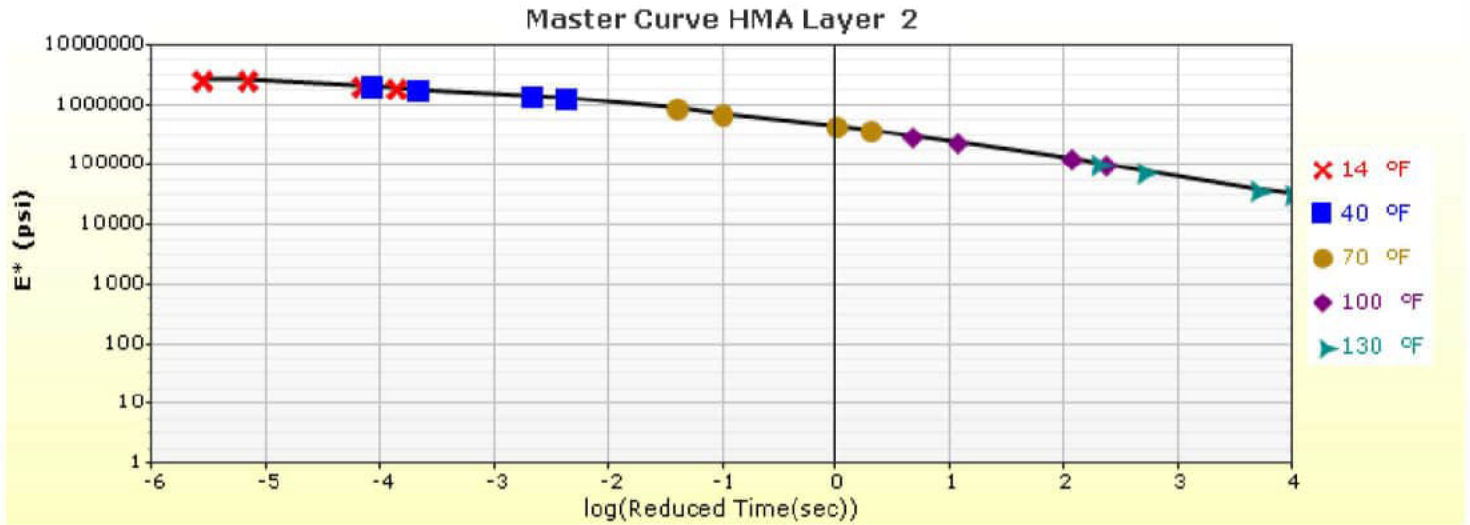
Indirect Tensile Strength, psi

There is no or empty series

HMA Layer 1: Layer 1 Flexible : Fort Wayne, 58E, SURFACE, 9.5 mm

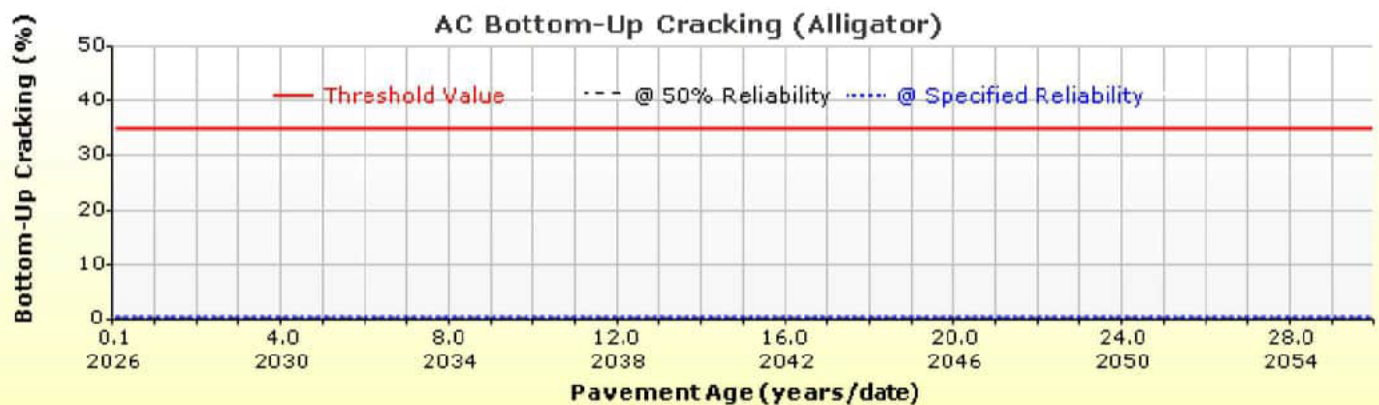
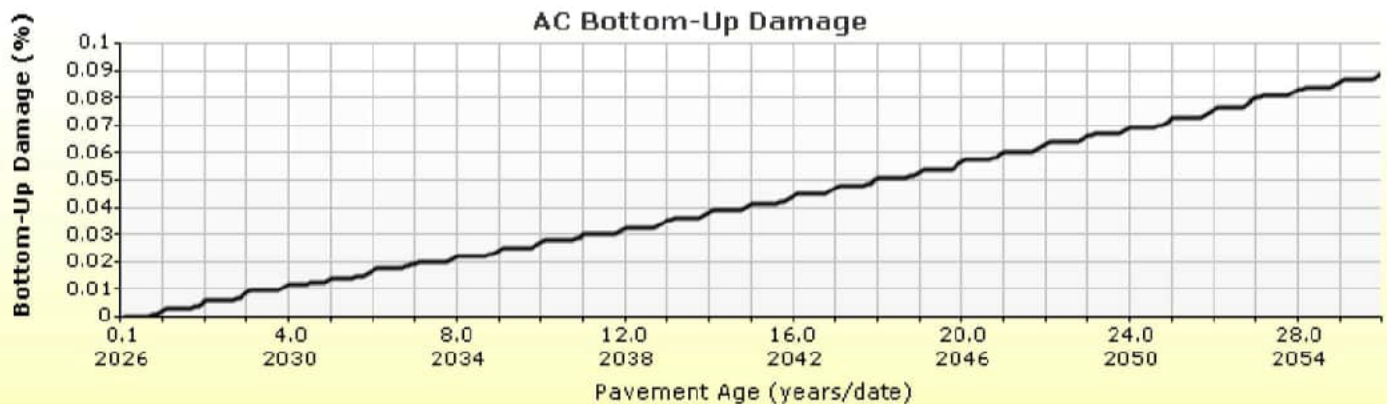
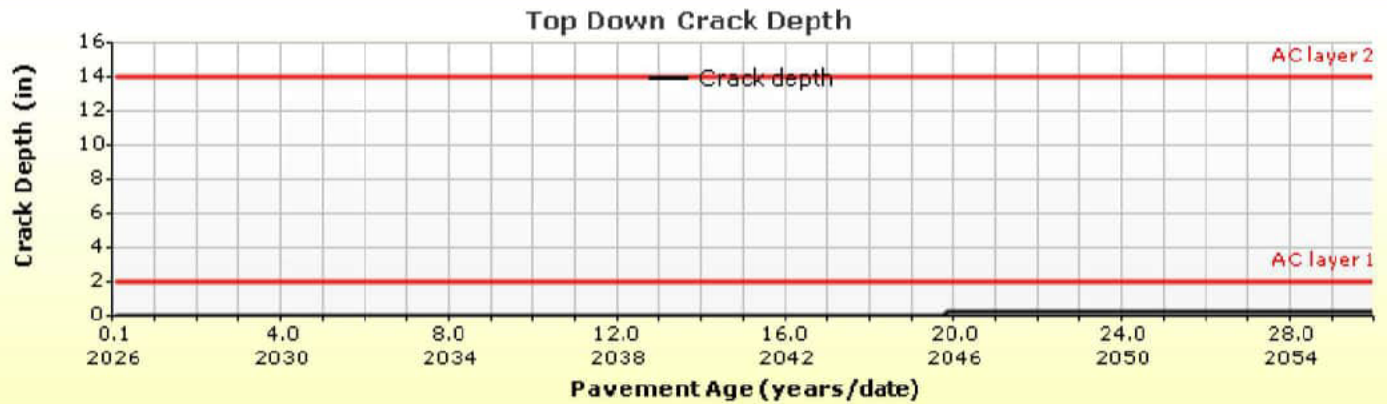
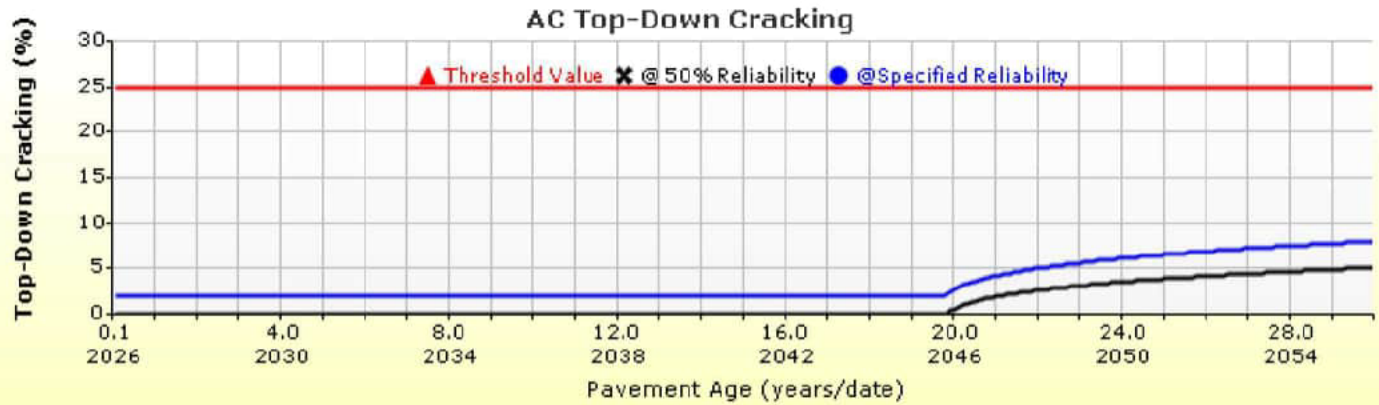


HMA Layer 2: Layer 2 Flexible : Existing Asphalt 19.0mm

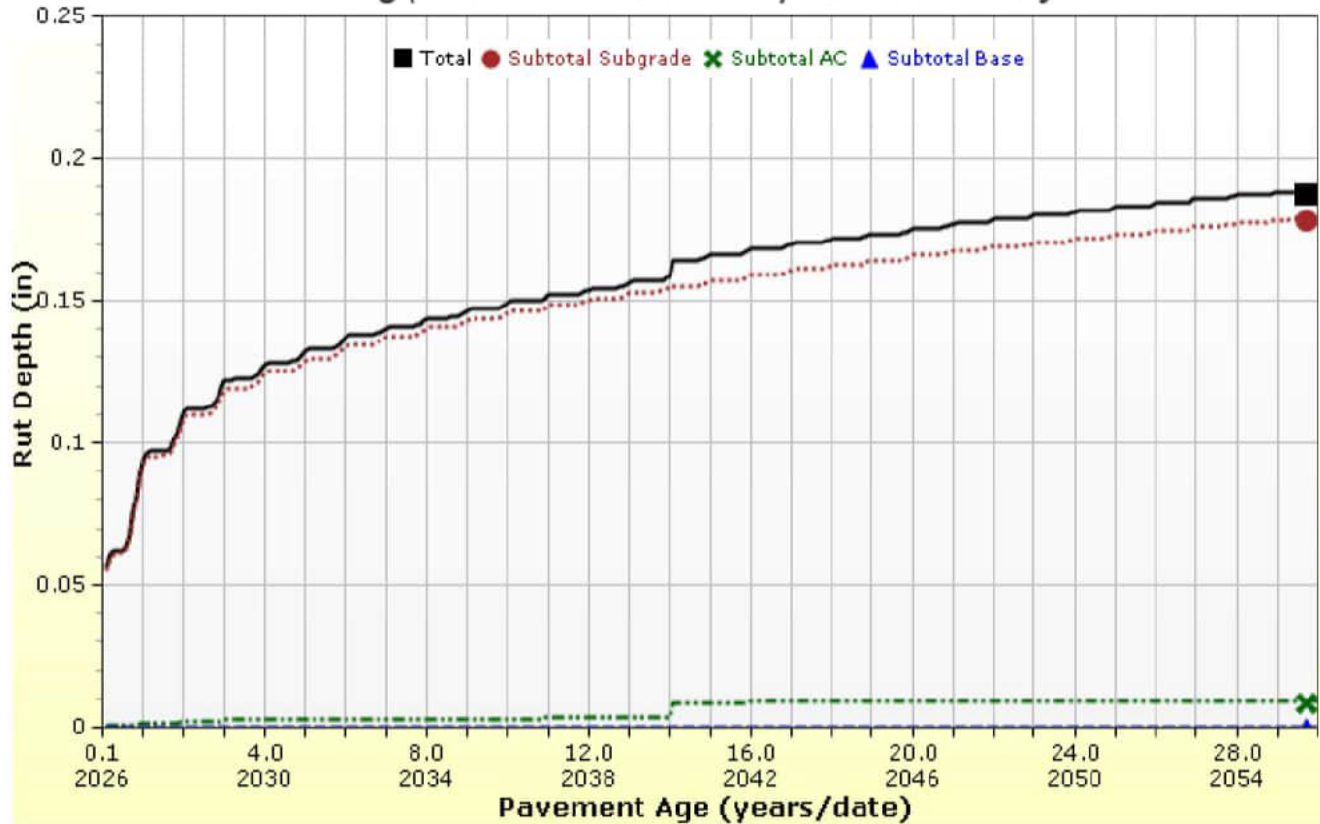


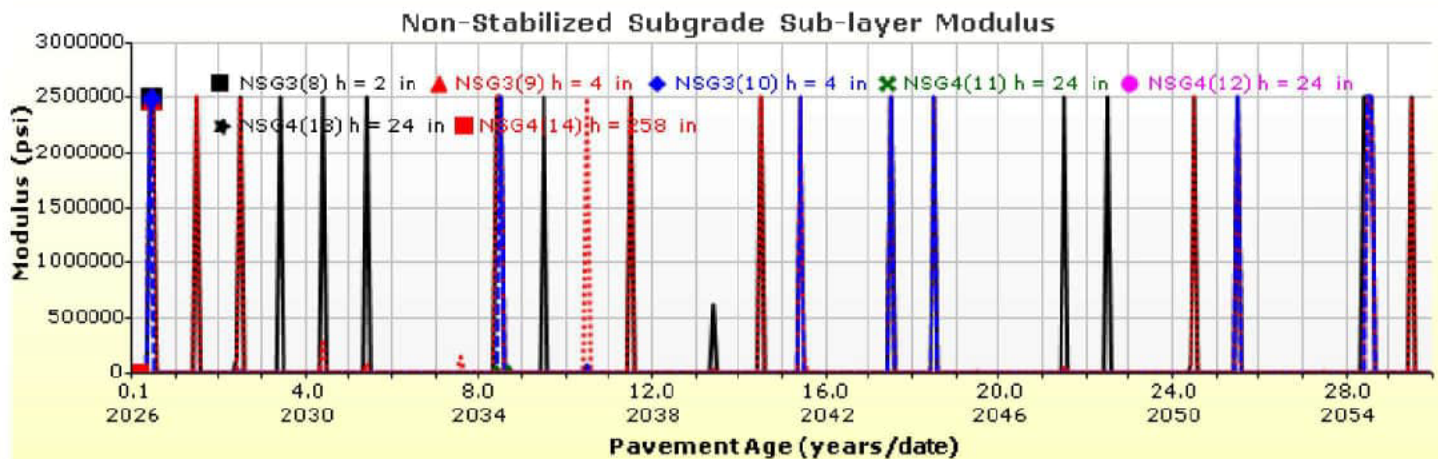
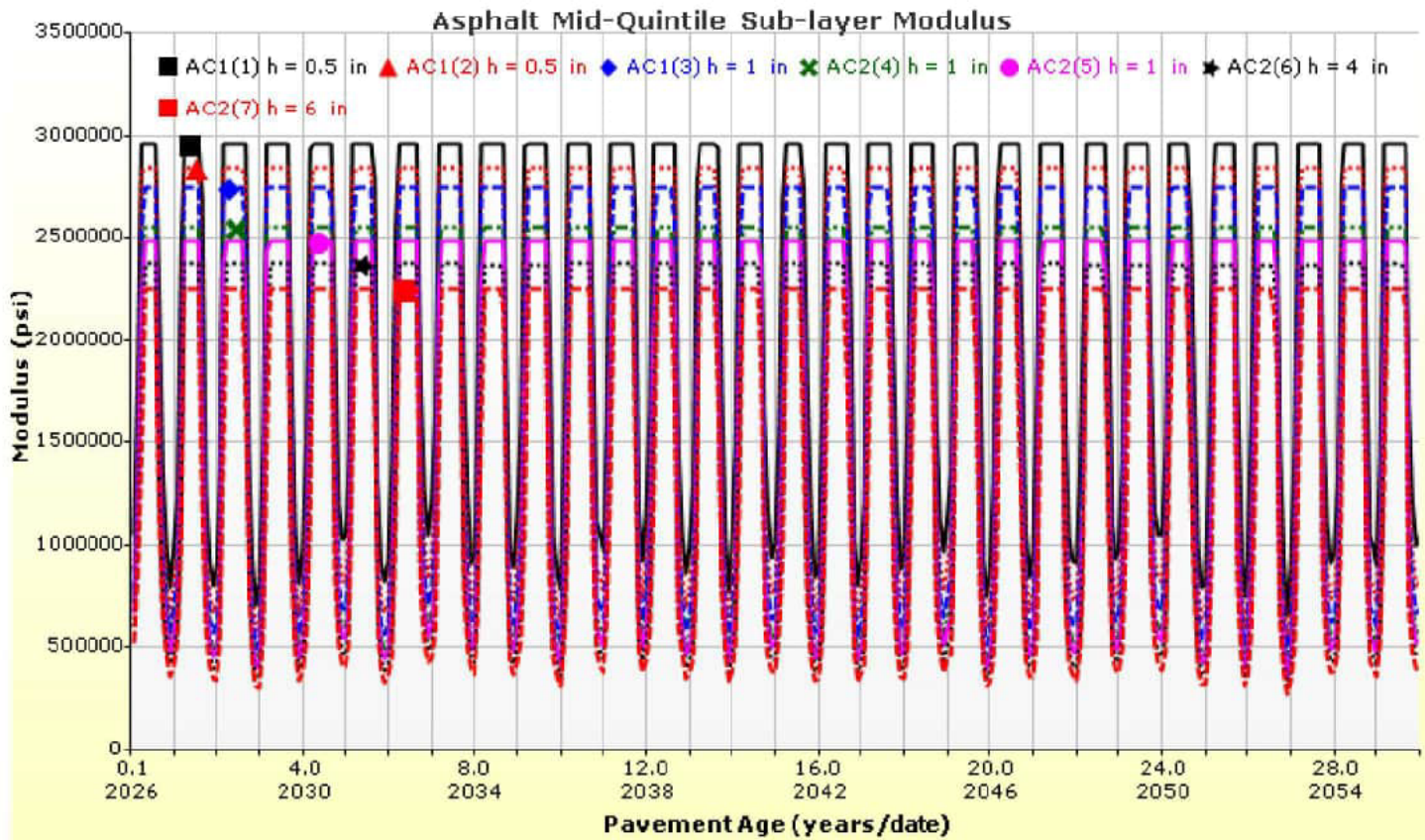


Analysis Output Charts



Rutting (Permanent Deformation) at 50% Reliability





Layer Information

Layer 1 Flexible : Fort Wayne, 58E, SURFACE, 9.5 mm

Asphalt		
Thickness (in)	2.0	
Unit weight (pcf)	142.6	
Poisson's ratio	Is Calculated?	False
	Ratio	0.35
	Parameter A	-
	Parameter B	-

Asphalt Dynamic Modulus (Input Level: 3)

Gradation	Percent Passing
3/4-inch sieve	100
3/8-inch sieve	95.34
No.4 sieve	67.22
No.200 sieve	5.46

Asphalt Binder

Parameter	Value
Grade	Superpave Performance Grade
Binder Type	70-28
A	9.715
VTS	-3.217

General Info

Name	Value
Reference temperature (°F)	70
Effective binder content (%)	11.6
Air voids (%)	7
Thermal conductivity (BTU/hr-ft-°F)	0.63
Heat capacity (BTU/lb-°F)	0.31
Asphalt content by weight (%)	6.19
Aggregate parameter	0.3188

Identifiers

Field	Value
Display name/identifier	Fort Wayne, 58E, SURFACE, 9.5
Description of object	
Author	
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

**Layer 2 Flexible : Existing Asphalt 19.0mm****Asphalt**

Thickness (in)	12.0	
Unit weight (pcf)	143.8	
Poisson's ratio	Is Calculated?	False
	Ratio	0.35
	Parameter A	-
	Parameter B	-

Asphalt Dynamic Modulus (Input Level: 3)

Gradation	Percent Passing
3/4-inch sieve	97
3/8-inch sieve	69
No.4 sieve	43
No.200 sieve	2

Asphalt Binder

Parameter	Value
Grade	Viscosity Grade
Binder Type	AC 20
A	10.7709
VTs	-3.6017

General Info

Name	Value
Reference temperature (°F)	70
Effective binder content (%)	10
Air voids (%)	6
Thermal conductivity (BTU/hr-ft-°F)	0.67
Heat capacity (BTU/lb-°F)	0.23
Asphalt content by weight (%)	-
Aggregate parameter	-

Identifiers

Field	Value
Display name/identifier	Existing Asphalt 19.0mm
Description of object	
Author	
Date Created	10/30/2010 1:00:00 AM
Approver	
Date approved	10/30/2010 1:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

Layer 3 Subgrade : A-2-4

Unbound

Layer thickness (in)	10.0
Poisson's ratio	0.35
Coefficient of lateral earth pressure (k0)	0.5

Modulus (Input Level: 2)

Analysis Type:	Modify input values by temperature/moisture
Method:	Resilient Modulus (psi)

Resilient Modulus (psi)

4000.0

Use Correction factor for NDT modulus?	-
NDT Correction Factor:	-

Identifiers

Field	Value
Display name/identifier	A-2-4
Description of object	Default material
Author	AASHTO
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

Sieve

Liquid Limit	0.0
Plasticity Index	0.0
Is layer compacted?	False

	Is User Defined?	Value
Maximum dry unit weight (pcf)	False	124
Saturated hydraulic conductivity (ft/hr)	False	5.892e-04
Specific gravity of solids	False	2.7
Water Content (%)	False	9.2

User-defined Soil Water Characteristic Curve (SWCC)

Is User Defined?	False
af	12.1080
bf	0.8490
cf	0.7233
hr	100.0000

Sieve Size	% Passing
0.001mm	
0.002mm	12.0
0.020mm	
#200	25.0
#100	
#80	
#60	
#50	
#40	81.0
#30	
#20	
#16	
#10	94.0
#8	
#4	
3/8-in.	97.0
1/2-in.	
3/4-in.	
1-in.	100.0
1 1/2-in.	
2-in.	
2 1/2-in.	
3-in.	
3 1/2-in.	

Layer 4 Subgrade : A-2-4

Unbound

Layer thickness (in)	Semi-infinite
Poisson's ratio	0.35
Coefficient of lateral earth pressure (k0)	0.5

Modulus (Input Level: 2)

Analysis Type:	Modify input values by temperature/moisture
Method:	Resilient Modulus (psi)

Resilient Modulus (psi)

4000.0

Use Correction factor for NDT modulus?	-
NDT Correction Factor:	-

Identifiers

Field	Value
Display name/identifier	A-2-4
Description of object	Default material
Author	AASHTO
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

Sieve

Liquid Limit	0.0
Plasticity Index	0.0
Is layer compacted?	False

	Is User Defined?	Value
Maximum dry unit weight (pcf)	False	124.4
Saturated hydraulic conductivity (ft/hr)	False	5.892e-04
Specific gravity of solids	False	2.7
Water Content (%)	False	9.2

User-defined Soil Water Characteristic Curve (SWCC)

Is User Defined?	False
af	12.1080
bf	0.8490
cf	0.7233
hr	100.0000

Sieve Size	% Passing
0.001mm	
0.002mm	12.0
0.020mm	
#200	25.0
#100	
#80	
#60	
#50	
#40	81.0
#30	
#20	
#16	
#10	94.0
#8	
#4	
3/8-in.	97.0
1/2-in.	
3/4-in.	
1-in.	100.0
1 1/2-in.	
2-in.	
2 1/2-in.	
3-in.	
3 1/2-in.	

Calibration Coefficients

AC Fatigue

$N_f = 0.00432 * C * \beta_{f1} k_1 \left(\frac{1}{\epsilon_1} \right)^{k_2 \beta_{f2}} \left(\frac{1}{E} \right)^{k_3 \beta_{f3}}$	k1: 0.007566
$C = 10^M$	k2: 3.9492
$M = 4.84 \left(\frac{V_b}{V_a + V_b} - 0.69 \right)$	k3: 1.281
	Bf1: 1
	Bf2: 1
	Bf3: 1

AC Rutting

$\frac{\epsilon_p}{\epsilon_r} = k_z \beta_{r1} 10^{k_1 T^{k_2 \beta_{r2}} N^{k_3 \beta_{r3}}}$ $k_z = (C_1 + C_2 * depth) * 0.328196^{depth}$ $C_1 = -0.1039 * H_a^2 + 2.4868 * H_a - 17.342$ $C_2 = 0.0172 * H_a^2 - 1.7331 * H_a + 27.428$ Where: $H_{ac} = total\ AC\ thickness(in)$	$\epsilon_p = plastic\ strain(in/in)$ $\epsilon_r = resilient\ strain(in/in)$ $T = layer\ temperature(^{\circ}F)$ $N = number\ of\ load\ repetitions$
acRuttingStandardDeviation	0.24 * Pow(RUT,0.8026) + 0.001
AC Layer 1	K1:-2.45 K2:3.01 K3:0.22 Br1:0.667 Br2:0.4447 Br3:1
AC Layer 2	K1:-2.45 K2:3.01 K3:0.22 Br1:0.667 Br2:0.4447 Br3:1

Thermal Fracture

$C_f = \beta_{t1} N \left[\frac{1}{\sigma_d} \log \left(\frac{C}{h_{AC}} \right) \right]$ $\Delta C = A(\Delta K)^n$ $A = k_t \beta_t 10^{[4.389 - 2.52 \log(E_{HMA} \sigma_m^n)]}$	C_f = Observed amount of thermal cracking, ft. / 500ft. β_{t1} = Regression coefficient determined through global calibration (400) $N[z]$ = Standard normal distribution evaluated at [z] σ_d = Standard deviation of the logarithm of crack depth in the pavement (0.769), in. C = Crack depth, in. h_{AC} = Thickness of asphalt layer, in. ΔC = Change in the crack depth due to a cooling cycle ΔK = Change in the stress intensity factor due to a cooling cycle A, n = Fracture parameters for the asphalt mixture E = Asphalt mixture stiffness, MPa σ_m = Undamaged mixture tensile strength, MPa k_t = Regression coefficient determined through field calibration β_t = Calibration parameter
Level 1 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 1 + 0	Level 1 Standard Deviation: 0.14 * THERMAL + 168
Level 2 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 1 + 0	Level 2 Standard Deviation: 0.20 * THERMAL + 168
Level 3 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 1 + 0	Level 3 Standard Deviation: 0.289 * THERMAL + 168

CSM Fatigue

$N_f = 10^{\left(\frac{k_1 \beta_{c1} \left(\frac{\sigma_s}{M_r} \right)}{k_2 \beta_{c2}} \right)}$	$N_f = number\ of\ repetitions\ to\ fatigue\ cracking$ $\sigma_s = Tensile\ stress(psi)$ $M_r = modulus\ of\ rupture(psi)$
k1: 0.972	k2: 0.0825
Bc1: 1	Bc2: 1

Unbound Layer Rutting			
$\delta_a(N) = \beta_{s_1} k_1 \varepsilon_v h \left(\frac{\varepsilon_0}{\varepsilon_r} \right) \left e^{-\left(\frac{\rho}{N} \right)^\beta} \right $		δ_a = permanent deformation for the layer N = number of repetitions ε_v = average vertical strain(in/in) $\varepsilon_0, \beta, \rho$ = material properties ε_r = resilient strain(in/in)	
Base Rutting		Subgrade Rutting	
k1: 0.965	Bs1: 1	k1: 0.965	Bs1: 0.4447
Standard Deviation (BASERUT) 0.1477 * Pow(BASERUT,0.6711) + 0.001		Standard Deviation (BASERUT) 0.1235 * Pow(SUBRUT,0.5012) + 0.001	

AC Cracking			
AC Top Down Cracking			AC Bottom Up Cracking
$L(t) = L_{Max} e^{-\left(\frac{C_1 \rho}{t - C_2 \rho} \right)^{C_3 \beta}}$ $t_0(\text{Days}) = \frac{k_{L1}}{1 + e^{(k_{L2} \times 100 \times a_0 / 2A_0) + (k_{L3} \times HT) + (k_{L4} \times LT) + (k_{L5} \times \log_{10} AADTT)}}$			$FC = \left(\frac{6000}{1 + e^{(C_1 \times C'_1 + C_2 \times C'_2 \log_{10}(D+100))}} \right) * \left(\frac{1}{60} \right)$ $C'_2 = -2.40874 - 39.748 * (1 + h_{ac})^{-2.856}$ $C'_1 = -2 * C'_2$
c1: 2.5219	c2: 0.8069	c3: 1	c1: 1 c2: 1 c3: 6000
kL1: 64271618	kL2: 0.2855	kL3: 0.011	acCrackingBottomStandardDeviation
kL4: 0.01488	kL5: 3.266		1.13 + 13/(1+exp(7.57-15.5*LOG10(BOTTOM+0.0001)))
acCrackingTopStandardDeviation			
0.3657 * TOP + 3.6563			

CSM Cracking				IRI Flexible Pavements			
$FC_{ctb} = C_1 + \frac{C_2}{1 + e^{C_3 - C_4 * \log_{10}(\text{Damage})}}$				C1 - Rutting C3 - Transverse Crack C2 - Fatigue Crack C4 - Site Factors			
C1: 0	C2: 75	C3: 2	C4: 2	C1: 40	C2: 0.4	C3: 0.008	C4: 0.015
csmCrackingStandardDeviation							
CTB*1							



ITR No. 6 - 2 in. MO - IRI Check



File Name: C:\Users\vabousejaan\OneDrive - Terracon Consultants Inc\Desktop\MEPDG\ME Designs\Projects\2025\CJ255106\ITR No. 6 - 2 in. MO - IRI Check.dgpx

Design Inputs

Design Life: 30 years Existing construction: May, 2003 Climate Data 41.5, -85.625
Design Type: AC_AC Pavement construction: June, 2026 Sources (Lat/Lon) 41.5, -86.25
Traffic opening: September, 2026 41.5, -85

Design Structure

Layer type	Material Type	Thickness (in)
Flexible (OL)	Fort Wayne, 58E, SURFACE, 9.5 mm	2.0
Flexible (existing)	Existing Asphalt 19.0mm	12.0
Subgrade	A-2-4	10.0
Subgrade	A-2-4	Semi-infinite

Volumetric at Construction:

Effective binder content (%)	11.6
Air voids (%)	7.0

Traffic

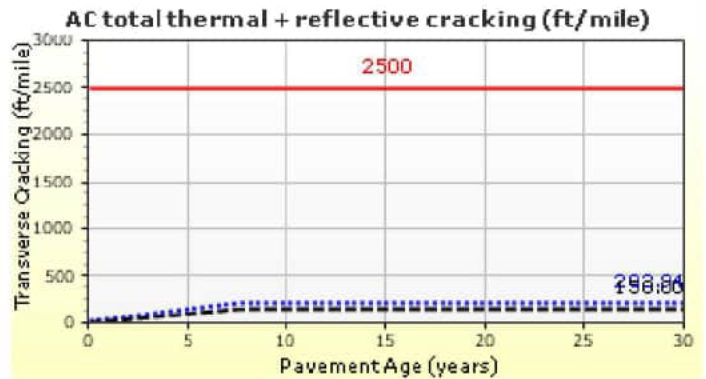
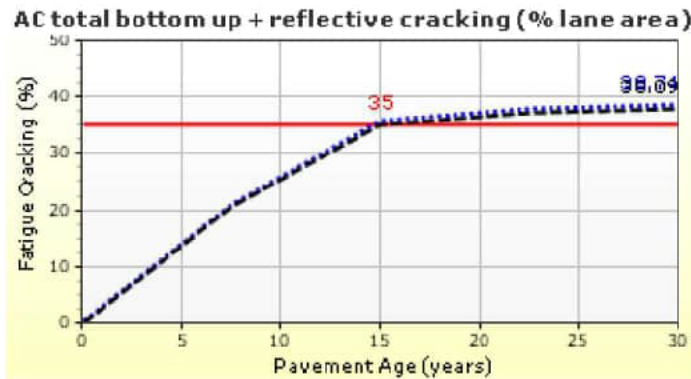
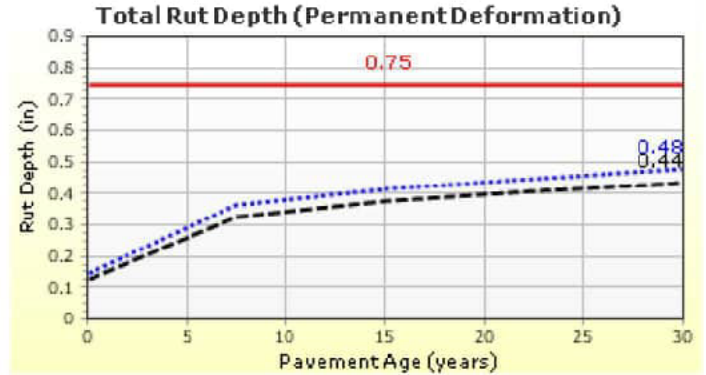
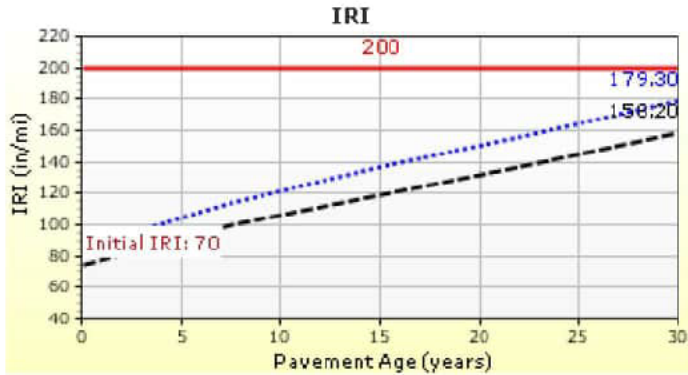
Age (year)	Heavy Trucks (cumulative)
2026 (initial)	130
2041 (15 years)	737,166
2056 (30 years)	1,527,750

Design Outputs

Distress Prediction Summary

Distress Type	Distress @ Specified Reliability		Reliability (%)		Criterion Satisfied?
	Target	Predicted	Target	Achieved	
Terminal IRI (in/mile)	200.00	179.28	70.00	85.10	Pass
Permanent deformation - total pavement (in)	0.75	0.48	70.00	99.99	Pass
AC total fatigue cracking: bottom up + reflective (% lane area)	35.00	38.74	70.00	0.60	Fail
AC total transverse cracking: thermal + reflective (ft/mile)	2500.00	203.94	70.00	100.00	Pass
Permanent deformation - AC only (in)	0.40	0.03	70.00	100.00	Pass
AC bottom-up fatigue cracking (% lane area)	35.00	0.00	50.00	100.00	Pass
AC thermal cracking (ft/mile)	500.00	1.00	50.00	100.00	Pass
AC top-down fatigue cracking (% lane area)	25.00	8.00	70.00	99.98	Pass

Distress Charts



— Threshold Value @ Specified Reliability --- @ 50% Reliability

FWD Testing and Pavement Recommendations for ITR Truck Plaza at MP 108

FINAL REPORT

Prepared for:

ITR Concession Company, LLC

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Elkhart, Indiana 46514

Phone: (574) 651-2464

Prepared by:



Transportation Sector

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March 30, 2023

Introduction

Applied Research Associates, Inc. (ARA) was retained by the ITR Concession Company, LLC (ITRCC) to conduct a pavement evaluation and prepare pavement rehabilitation recommendations for the existing truck parking plazas on either side of the Indiana Toll Road (ITR), signed as Interstate 80 and 90, near Milepost 108. The truck parking plazas, serving both eastbound and westbound traffic, are located approximately one mile east of the Exit 107 interchange (U.S. Route 131 / State Route 13) in Middlebury, Indiana (York Township, Elkhart County). Figure 1 below shows the locations of these parking plazas.



Figure 1. Location of truck parking plazas east of Exit 107.

The existing parking pavements in both the eastbound and westbound lots are heavy rutted in both the parking stalls and driving lanes. To evaluate and develop recommendations for these parking plazas, ARA conducted a review of previously prepared engineering documents, conducted non-destructive Falling Weight Deflectometer (FWD) load/deflection testing and analysis, and consulted several relevant design manuals. Results of these evaluations follow in the sections below.

Existing Pavement Condition

Pavement condition was reviewed through a visual evaluation during the FWD testing site visit. The visual evaluation showed an aged pavement in both parking areas. Extensive rutting and cracking were observed throughout. Ravelling was also observed, leading to pothole development in some areas. The parking stalls were noticed to be heavily stained by oil and other fluids. Some localized patching has been performed. General photographs of the pavement surface and typical distresses are shown in Figure 2 and Figure 3.

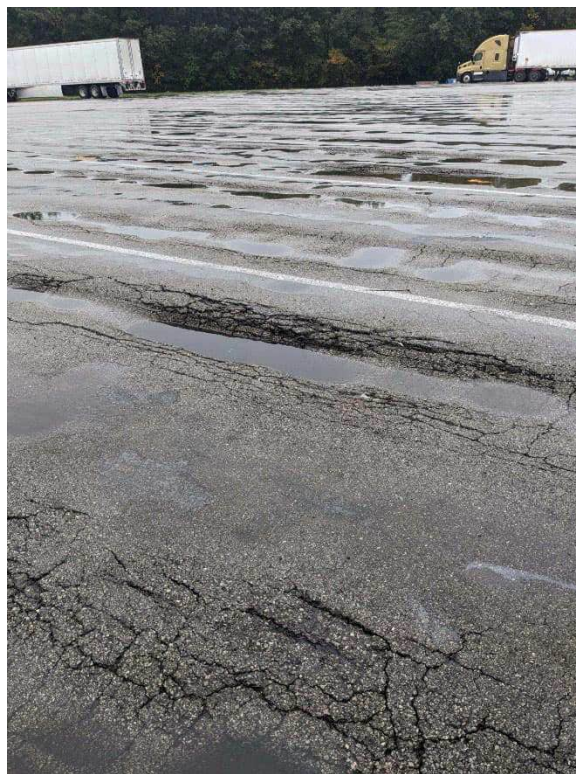


Figure 2. Typical pavement condition in westbound truck parking plaza (north side of ITR).

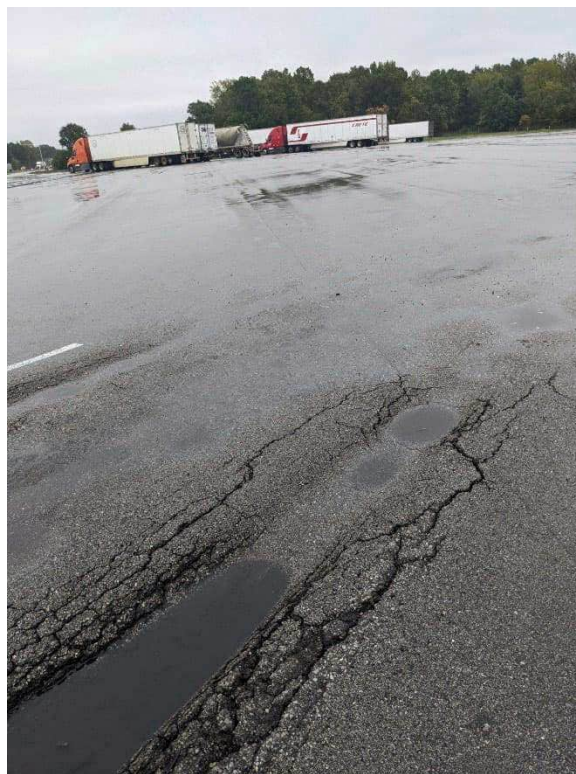


Figure 3. Typical pavement condition in eastbound truck parking plaza (south side of ITR).

Falling Weight Deflectometer (FWD) Data Collection

The Falling Weight Deflectometer (FWD) is an impulse deflection device that applies a dynamic load by dropping a weight onto a circular load plate placed on the pavement surface, and deflection transducers measure the resulting pavement deflections. Figure 4 illustrates this concept. For this project, one transducer was located at the center of the loading plate, with the remaining six of the seven remaining sensors spaced at intervals of 8, 12, 18, 24, 36, 48, and 60 inches from the plate. The ninth sensor was located 12 inches behind the plate, as shown in Figure 5. At each test point, three drops were applied at target loads of 6, 9, and 12 kips.

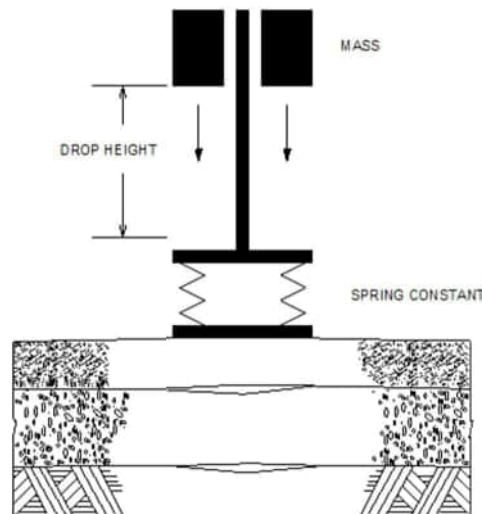


Figure 4. FWD concept

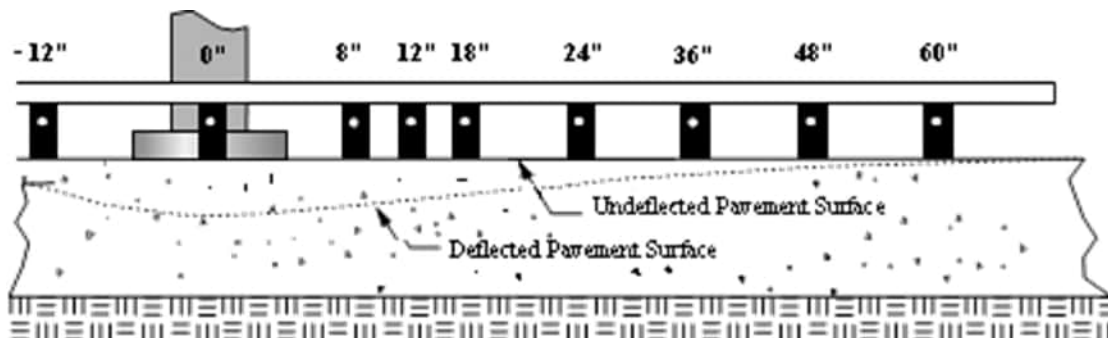


Figure 5. FWD deflection sensor positions.

ARA performed FWD testing using a Foundation Mechanics JILS 20T FWD. Tests were conducted in a grid pattern, distributed across the drive aisles and parking lanes. Test points were effectively spaced at 50 feet intervals. FWD tests were completed at a total of 275 test locations: 151 tests in the eastbound truck parking plaza and 124 tests in the westbound truck parking plaza. Given the grid nature of the FWD testing program, all tests have been referenced to a test point number, associated with a set of coordinates (latitude/longitude), measured using a Global Positioning System (GPS) unit.

Pavement Layer Information

A soil boring investigation of the truck parking plazas was performed Materials Inspection & Testing, Inc. (MIT) of Fort Wayne, Indiana in 2019. Two boreholes were advanced in the north parking plaza and one borehole was advanced in the south parking plaza. The boreholes were drilled to a depth of 10 feet below ground surface. The three borings showed a consistent pavement structure of approximately 16.0 inches of hot mix asphalt, underlain by a firm to very dense moist fine brown sand, with little fine gravel, extending to the bottom of the boring depth. This borehole data was used in the subsequent FWD data analysis.

FWD Results

The response (deflection) of a loaded pavement surface is a function of the rate and magnitude of the loading, the size and location of the loaded area, the thickness and stiffness of the pavement layers, and the subgrade support conditions. Using the load and deflection data, gathered using the FWD, supplemented with pavement thickness information, computer software can be used to "backcalculate" various pavement structural parameters.

Given the flexible pavement structure encountered, the analysis was carried out according to the procedures outlined in the 1993 AASHTO Guide for Design of Pavement Structures. The maximum normalized dynamic deflection (D_0) was first determined. Subsequently, the subgrade resilient modulus (M_r) was calculated. This was followed by determination of the effective pavement modulus (E_p), determined using the center deflection and subgrade modulus as inputs. Finally, an effective structural number (SN_{eff}) was determined from effective modulus and the total pavement thickness above the subgrade.

The results of the FWD analysis are summarized in the following sections. The full FWD testing results are presented in Appendix A.

Normalized Maximum Deflections (D_0)

The maximum normalized deflection (D_0), measured in the center of the load plate, is a good indicator of overall pavement strength. The measurements at this location are a function of all individual pavement layer stiffnesses, as well as the support capacity of the subgrade.

The maximum deflections at each point were normalized to represent the deflections that would be seen at 9,000 pounds and 68 °F. This process of normalization removes the effect of load variability on each drop and equalized the change in stiffness caused by varying temperatures, which has a dramatic impact on the strength of a pavement at any given time. In general, low D_0 values are indicative of stiffer (stronger) pavement sections.

The normalized maximum deflection statistics are presented in Table 1.

Table 1. Statistical Overview of Normalized Maximum Deflections

	Normalized Maximum Deflections, D_0 (mil)			
	Min	Max	Average	Std Dev
Eastbound Truck Plaza	2.91	9.00	5.61	1.30
Westbound Truck Plaza	2.36	9.41	5.43	1.52

The deflections are shown graphically in Figure 6. Note that the test point number does not necessarily reflect the location of the test point relative to the others spatially. All results have been plotted on a Google Earth map, indicating their true spatial location, included as an appendix to the report. Overall, the deflections in both truck parking plazas were relatively low and consistent, i.e. less than 10 mils.

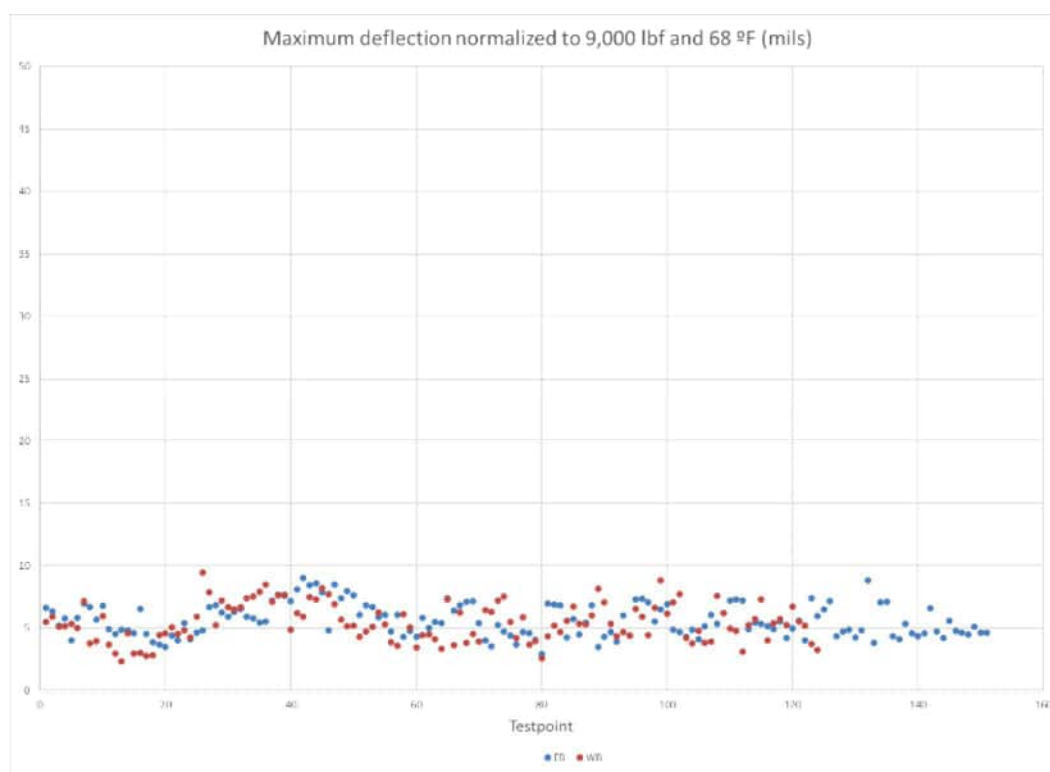


Figure 6. Normalized maximum deflections for both MP108 truck parking plazas.

Subgrade Resilient Modulus (M_r)

The strength of underlying subgrade soils is typically characterized using the resilient modulus (M_r). The resilient modulus is a measure of subgrade material stiffness or resistance to deformation under load. Subgrade resilient modulus is a key input in the AASHTO pavement design method.

M_r values can be estimated using FWD testing. At a sufficiently large distance from the load, the deflection measured at the pavement surface is almost entirely due to subgrade deformation only. Ensuring that the deflections are outside of the zone of influence of the stress bulb, the measured

deflection values can be used to determine the M_r of the subgrade soil. When the dynamic backcalculated value is corrected to the static value, strong correlation between laboratory triaxial test values is typically achieved.

The subgrade resilient modulus statistics are presented in Table 2, and shown graphically in Figure 7.

Table 2. Statistical Overview of Subgrade Resilient Modulus

	Subgrade Resilient Modulus, M_r (psi)			
	Min	Max	Average	Std Dev
Eastbound Truck Plaza	7,050	15,981	11,279	2,171
Westbound Truck Plaza	6,405	17,913	11,579	2,910

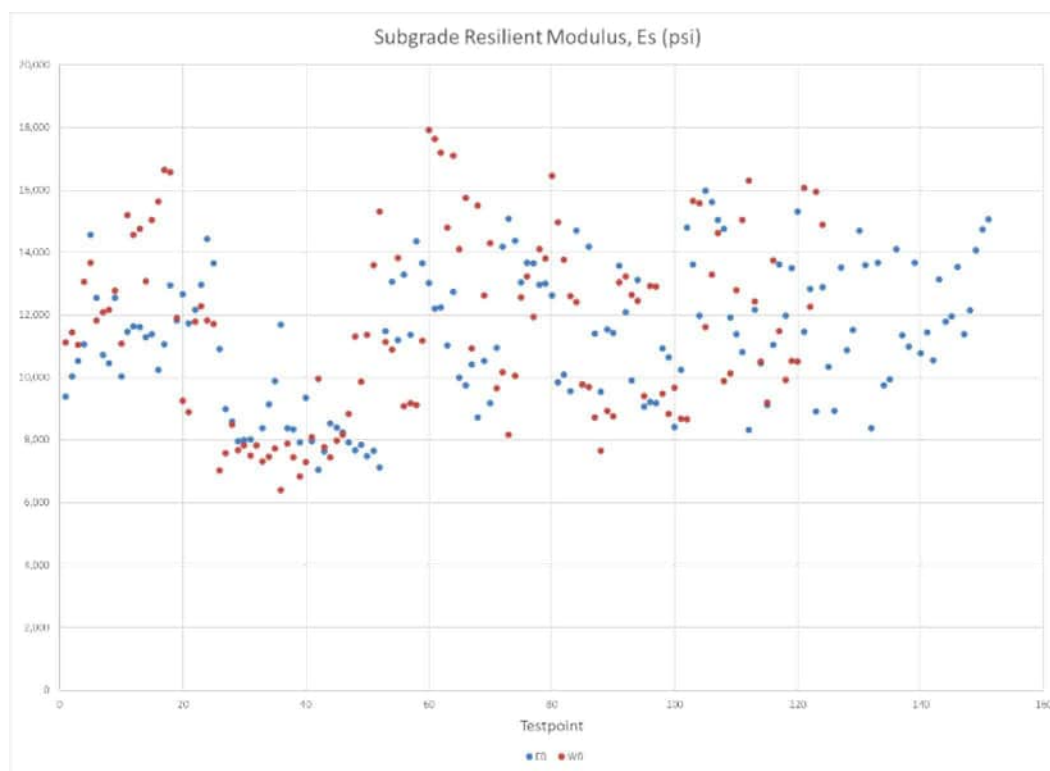


Figure 7. Subgrade resilient modulus for both MP108 truck parking plazas.

Effective Pavement Modulus (E_p)

The effective elastic modulus of the existing pavement (E_p) is a parameter that reflects a composite elastic modulus value for all pavement layers (bound and unbound) above the subgrade, i.e. the asphalt concrete and granular base layers. Using the AASHTO analysis procedures, this parameter can be calculated knowing the center deflection and the subgrade resilient modulus.

The subgrade resilient modulus statistics are presented in Table 3, and shown graphically in Figure 8.

Table 3. Statistical Overview of Effective Pavement Modulus

	Effective Pavement Modulus, E_p (psi)			
	Min	Max	Average	Std Dev
Eastbound Truck Plaza	152,237	928,371	311,730	115,322
Westbound Truck Plaza	146,136	1,232,216	349,828	172,032

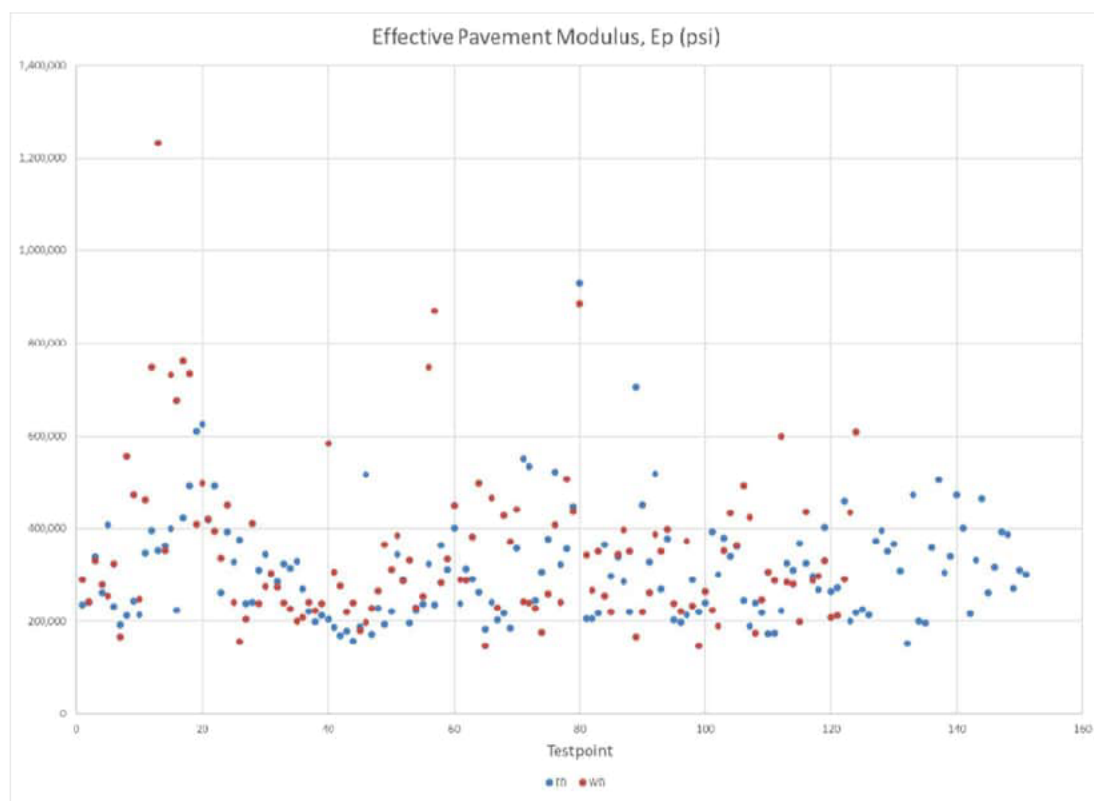


Figure 8. Effective pavement modulus for both MP108 truck parking plazas.

Effective Structural Number (SN_{eff})

The effective structural number represents the structural capacity of the existing pavement. This value is determined by backcalculation of the FWD results rather than using the AASHTO structural coefficients. The structural number, a value reported in inches, represents the equivalent thickness of a theoretical, homogenous material to which all other pavement materials can be compared using commonly acceptable equivalency factors. For example, newly placed, high quality hot-mix asphalt has a typical structural coefficient of 0.40-0.44 while virgin aggregate base has a structural coefficient of 0.08-0.14.

The SN_{eff} is a representation of the in-situ pavement's structural capacity, as determined using deflection measurements collected with the FWD. Higher SN_{eff} values are indicative of a higher structural capacity, or alternatively, the ability to carry more traffic.

The effective structural number statistics are presented in Table 4, and illustrated graphically in Figure 9.

Table 4. Statistical Overview of Effective Structural Number

	Effective Structural Number, SN_{eff} (in)			
	Min	Max	Average	Std Dev
Eastbound Truck Plaza	3.84	7.02	4.82	0.55
Westbound Truck Plaza	3.79	7.72	4.97	0.72

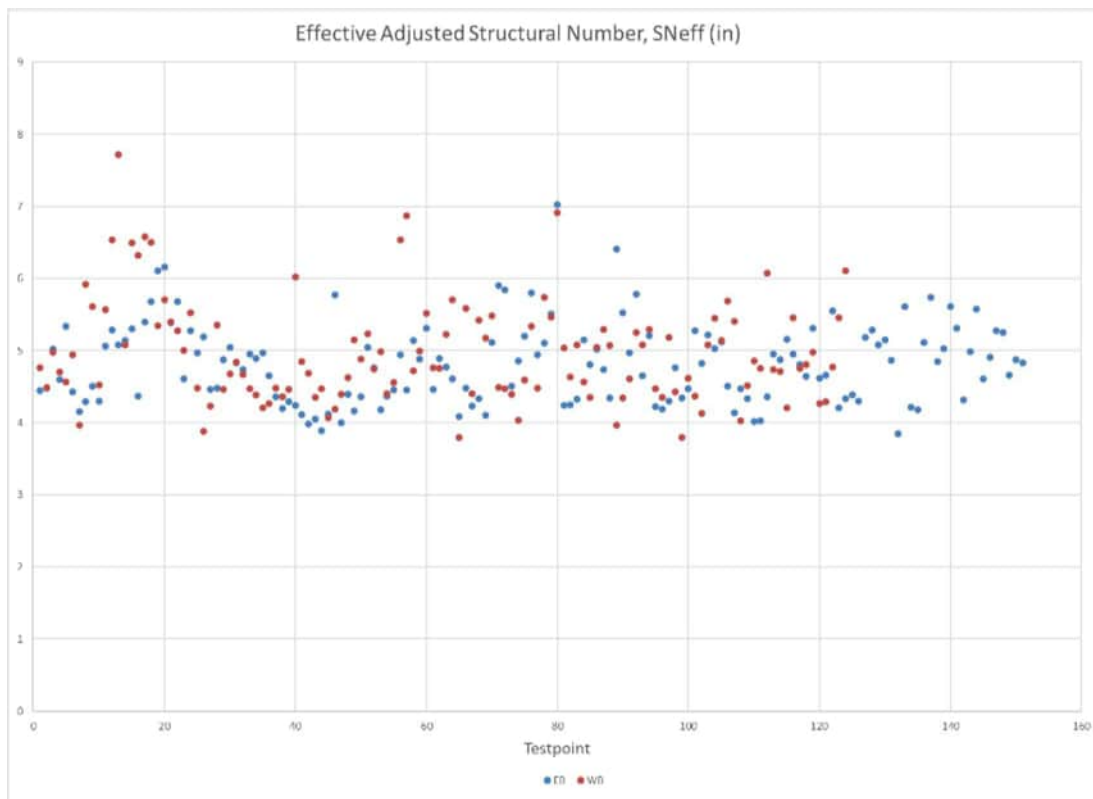


Figure 9. Effective structural number for both MP108 truck parking plazas.

With an in-situ hot mix asphalt layer of 16.0 inches, the expected structural numbers range from 4.0 to 6.4 inches. As seen in Figure 9, most test points yielded values within or above the expected range. A handful of test points, mostly in the eastbound parking area, are slightly below the bottom of the expected range.

Design Considerations

This assignment included the development of pavement rehabilitation alternative to restore the quality of the parking areas and extend their service life. Key inputs for the rehabilitation designs include existing pavement layer materials (types, thicknesses, and condition), current and projected traffic data (vehicle volumes and distributions), and consideration of the facility purpose and utilization.

Design Alternatives

A literature review was performed on possible design alternatives. In consideration of the pavement type, the observed pavement condition/distresses and the objective of service life extension, reduction or elimination of rutting and cracking will be required to accomplish the most cost-effective long-term rehabilitation strategy.

Several pavement design and rehabilitation strategies were considered for the MP108 parking areas. The results of our review are summarized in Table 5.

Table 5. Design Alternative Review

Alternative	Consideration Status	Reasons
Localized Patching	Rejected	Short term solution. Lowest cost. Does not properly extent of distresses present.
Mill and Overlay (Single or Multiple Lifts)	Rejected	Reduced service life. Poor condition of base asphalt would result in reduced service life (reflective cracking).
Full Depth Reclamation	Rejected	Impractical, given thickness of in-situ asphalt layers. Would require extensive removals.
Asphalt Reconstruction	Rejected	High initial cost. Would require extensive removals. Does not take advantage of value of in-situ materials.
Concrete Reconstruction	Rejected	High initial cost. Would require extensive removals. Does not take advantage of value of in-situ materials.
Bonded Concrete Overlay	Rejected	In-situ asphalt in poor condition. Extensive reflective cracking/joint degradation expected.
Unbonded Concrete Overlay	Selected	Maximizes service life while maximizing reuse of in-situ materials. Cost-effective solution.

Following a review of seven design alternatives, concrete unbonded overlay was selected as the preferred option for technical and economic reasons.

Unbonded concrete overlays of existing asphalt pavements is often called whitetopping. These pavements are generally designed as new concrete pavement structures. The typical thickness ranges from 4 to 12 inches. Unbonded overlays provide an alternative solution to hot-mix asphalt for rehabilitating distressed flexible pavements that exhibit distresses, such as rutting, shoving, and alligator cracking. Pre-overlay repair of badly distressed or failed areas is required, and milling of the existing asphalt surface is commonly performed to eliminate ruts and other surface irregularities before overlay placement.

Details on the input data used for the pavement design is given in the following sections.

Pavement Design

American Concrete Institute (ACI) 330R-08 (*Guide for the Design and Construction of Concrete Parking Lots*) was selected as the pavement design methodology for the unbonded concrete overlay design. The following inputs were used in the ACI design procedure:

- Overlay type: Jointed Plain Concrete Pavement (JPCP)
- Subgrade-subbase support = medium (130-170 psi/in, based on FWD results and interpolation)
- Modulus of rupture, MOR = 500 psi
- Traffic category (Truck parking areas, multiple units (tractor trailer units with one or more trailers):
 - Parking areas and interior lanes: Category C
 - Entrance and exterior lanes: Category D
- No dowels at joints
- 20-year service life

The resultant design thicknesses for the unbonded overlay from Table 3.4 of ACI 330R-08 ranged from 6.5 to 8.0 inches. For constructability purposes, a consistent pavement design thickness should be used throughout. Therefore, the recommended overlay thickness is 8.0 inches.

Recommendations

The proposed pavement rehabilitation design for the Milepost 108 truck parking plazas is the placement of an 8.0 inch thick unbonded concrete overlay. The slab dimensions should be 12 ft wide by 12 ft long. No dowels at the joints are required.

Prior to the placement of the overlay, the parking areas should be cold milled to a depth of 1.5 inches to remove any surface irregularities. Any highly distressed or failed areas should be removed and replaced with new hot mix asphalt prior to overlay placement.

All materials and construction should meet INDOT requirements.

Closure

The analysis presented is based on design inputs provided by others, supplemented by ARA's experience with projects of this type. It is strongly recommended that all materials and construction methods used for this project comply with current INDOT standards and that detailed quality control and quality assurance programs be established to verify that the as-constructed pavements meet or exceed the design assumptions. Details of the investigation and the recommendations given in this report are considered to be complete. However, should any questions arise, please do not hesitate to contact our office.

Appendix A

FWD Results

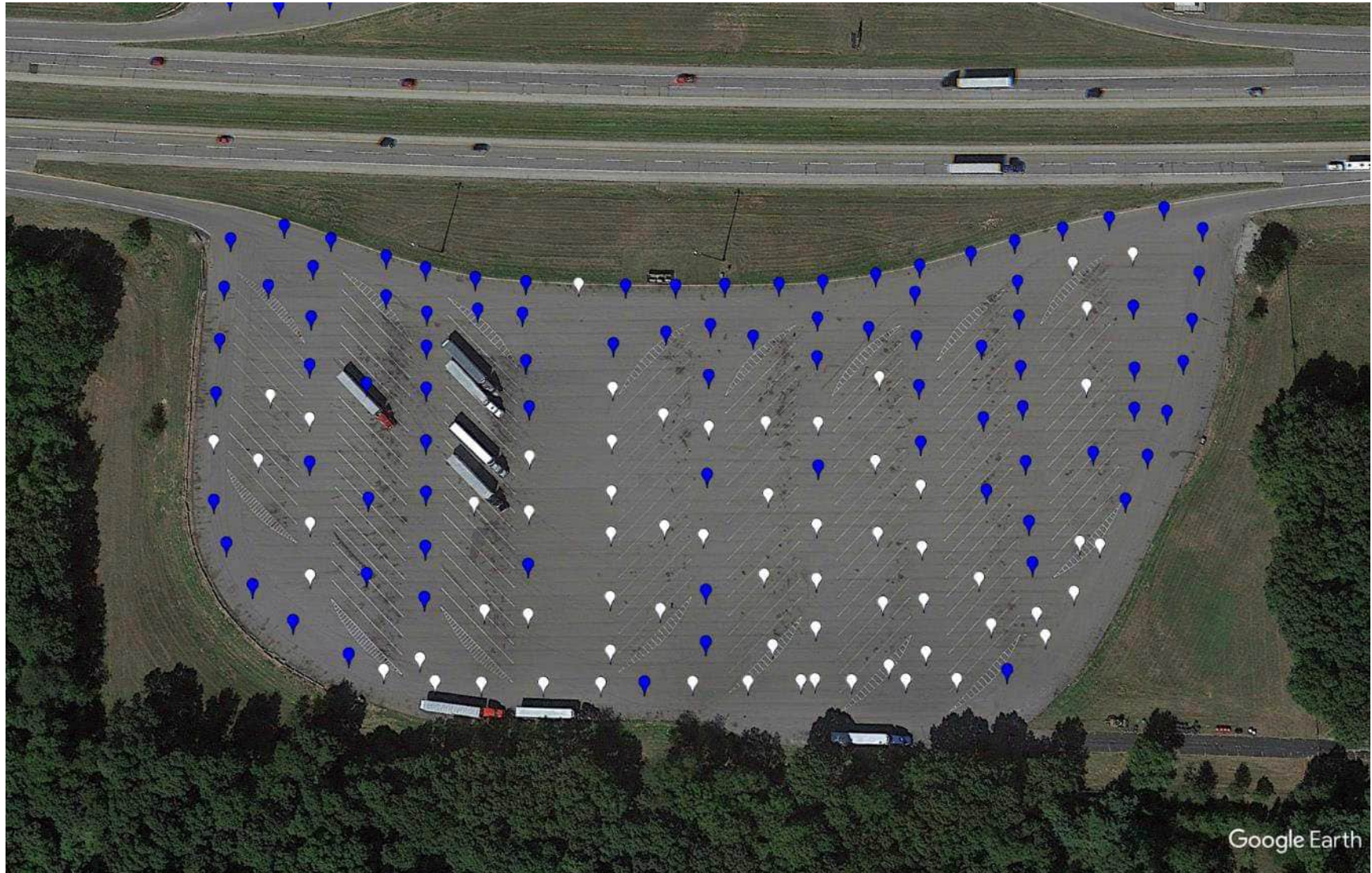
FWD Results – Eastbound Truck Parking Plaza

Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
EB	1	6.61	9,390	235,364	4.45	41.748012	-85.667817
EB	2	6.33	10,027	241,237	4.48	41.747878	-85.667781
EB	3	5.18	10,529	338,254	5.02	41.747737	-85.667734
EB	4	5.79	11,069	260,949	4.60	41.747596	-85.667684
EB	5	4.02	14,559	407,662	5.34	41.747472	-85.667636
EB	6	5.83	12,540	232,565	4.43	41.747321	-85.667566
EB	7	6.96	10,716	191,986	4.15	41.747223	-85.667475
EB	8	6.66	10,450	212,014	4.29	41.747138	-85.667340
EB	9	5.66	12,543	244,607	4.50	41.747078	-85.667165
EB	10	6.75	10,037	213,655	4.30	41.747035	-85.666943
EB	11	4.91	11,465	347,054	5.06	41.747021	-85.666810
EB	12	4.56	11,624	396,295	5.29	41.747029	-85.666627
EB	13	4.85	11,605	351,466	5.08	41.747057	-85.666471
EB	14	4.83	11,282	363,249	5.14	41.747099	-85.666264
EB	15	4.58	11,392	399,740	5.30	41.747138	-85.666072
EB	16	6.53	10,242	223,499	4.37	41.747170	-85.665926
EB	17	4.53	11,055	422,119	5.40	41.747204	-85.665765
EB	18	3.88	12,940	491,589	5.68	41.747244	-85.665580
EB	19	3.66	11,819	610,944	6.11	41.747283	-85.665403
EB	20	3.49	12,666	625,755	6.16	41.747318	-85.665233
EB	21	4.41	11,733	418,507	5.39	41.747357	-85.665051
EB	22	4.00	12,167	491,682	5.68	41.747394	-85.664880
EB	23	5.38	12,964	261,683	4.61	41.747451	-85.664717
EB	24	4.12	14,432	393,423	5.28	41.747565	-85.664615
EB	25	4.65	13,654	327,934	4.97	41.747695	-85.664551
EB	26	4.83	10,901	375,501	5.19	41.747835	-85.664499
EB	27	6.70	8,988	238,854	4.47	41.747970	-85.664445
EB	28	6.81	8,585	241,322	4.48	41.748101	-85.664402
EB	29	6.22	7,962	310,372	4.87	41.748232	-85.664368
EB	30	5.91	7,994	343,913	5.04	41.748379	-85.664349
EB	31	6.28	8,022	302,685	4.83	41.748500	-85.664350
EB	32	6.54	7,826	285,335	4.74	41.748635	-85.664361
EB	33	5.93	8,374	324,539	4.95	41.748760	-85.664383
EB	34	5.77	9,131	314,489	4.90	41.748790	-85.664538
EB	35	5.43	9,873	328,819	4.97	41.748721	-85.664726
EB	36	5.55	11,693	269,206	4.65	41.748657	-85.664884
EB	37	7.20	8,376	221,580	4.36	41.748586	-85.665044
EB	38	7.66	8,334	198,170	4.20	41.748520	-85.665189
EB	39	7.56	7,918	212,492	4.30	41.748448	-85.665360
EB	40	7.15	9,351	203,926	4.24	41.748391	-85.665507
EB	41	8.09	7,958	186,294	4.11	41.748333	-85.665688
EB	42	9.00	7,050	169,489	3.98	41.748294	-85.665840
EB	43	8.45	7,636	178,074	4.05	41.748252	-85.666030
EB	44	8.59	8,526	157,541	3.89	41.748213	-85.666202

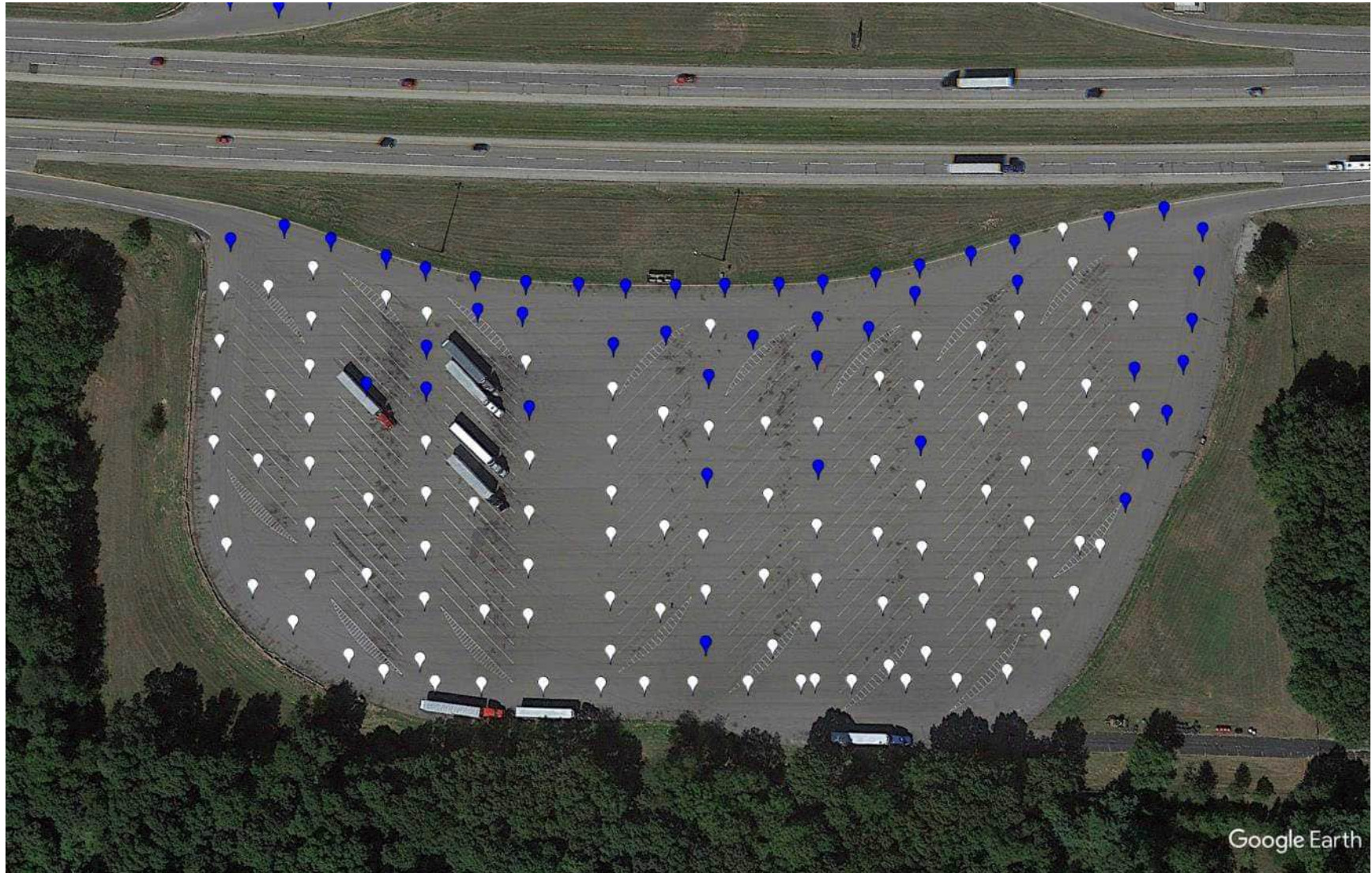
Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
EB	45	7.85	8,404	187,804	4.12	41.748177	-85.666378
EB	46	4.80	8,240	516,892	5.78	41.748147	-85.666545
EB	47	8.48	7,921	171,419	4.00	41.748113	-85.666732
EB	48	7.40	7,682	227,967	4.40	41.748087	-85.666914
EB	49	7.97	7,841	194,031	4.17	41.748077	-85.667099
EB	50	7.61	7,475	221,685	4.36	41.748080	-85.667251
EB	51	6.05	7,648	343,876	5.04	41.748086	-85.667465
EB	52	6.82	7,120	289,001	4.76	41.748088	-85.667645
EB	53	6.67	11,488	196,118	4.18	41.747998	-85.667495
EB	54	5.86	13,063	223,146	4.37	41.747863	-85.667443
EB	55	6.07	11,186	237,149	4.46	41.747736	-85.667393
EB	56	4.75	13,287	323,374	4.94	41.747598	-85.667333
EB	57	6.04	11,375	236,355	4.45	41.747485	-85.667283
EB	58	4.29	14,360	364,469	5.14	41.747332	-85.667214
EB	59	4.77	13,656	312,507	4.89	41.747202	-85.667157
EB	60	4.28	13,017	401,313	5.31	41.747074	-85.666701
EB	61	5.81	12,210	238,809	4.47	41.747226	-85.666748
EB	62	5.01	12,250	313,655	4.89	41.747354	-85.666798
EB	63	5.48	11,022	290,984	4.77	41.747491	-85.666853
EB	64	5.41	12,741	262,601	4.61	41.747622	-85.666908
EB	65	7.38	9,999	182,358	4.08	41.747759	-85.666964
EB	66	6.41	9,756	240,937	4.48	41.747869	-85.667009
EB	67	6.83	10,416	202,951	4.23	41.747959	-85.667045
EB	68	7.13	8,727	217,891	4.33	41.748026	-85.666710
EB	69	7.15	10,532	185,483	4.11	41.747903	-85.666648
EB	70	5.40	9,171	357,799	5.11	41.747784	-85.666588
EB	71	4.00	10,944	550,653	5.90	41.747657	-85.666536
EB	72	3.55	14,193	534,337	5.84	41.747516	-85.666482
EB	73	5.23	15,082	244,740	4.50	41.747381	-85.666431
EB	74	4.70	14,369	307,198	4.86	41.747257	-85.666382
EB	75	4.41	13,044	377,734	5.20	41.747224	-85.666070
EB	76	3.66	13,663	522,666	5.80	41.747357	-85.666122
EB	77	4.69	13,660	323,139	4.94	41.747519	-85.666181
EB	78	4.56	12,960	356,343	5.10	41.747625	-85.666220
EB	79	4.05	12,999	448,412	5.51	41.747756	-85.666269
EB	80	2.92	12,621	928,371	7.02	41.747895	-85.666319
EB	81	6.97	9,848	204,910	4.24	41.748011	-85.666361
EB	82	6.88	10,095	205,463	4.25	41.748133	-85.666041
EB	83	6.84	9,549	217,588	4.33	41.747996	-85.665997
EB	84	4.24	14,706	365,282	5.15	41.747862	-85.665948
EB	85	5.74	9,770	297,049	4.80	41.747736	-85.665908
EB	86	4.49	14,191	338,466	5.02	41.747579	-85.665864
EB	87	5.45	11,404	285,143	4.74	41.747440	-85.665804
EB	88	6.81	9,534	219,582	4.34	41.747311	-85.665757
EB	89	3.47	11,542	705,218	6.41	41.747295	-85.665357
EB	90	4.31	11,423	452,144	5.53	41.747425	-85.665399

Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
EB	91	4.66	13,583	328,214	4.97	41.747547	-85.665439
EB	92	3.91	12,099	518,941	5.79	41.747685	-85.665486
EB	93	6.01	9,892	269,443	4.65	41.747837	-85.665533
EB	94	4.39	13,116	378,732	5.21	41.747951	-85.665573
EB	95	7.29	9,069	202,173	4.23	41.748124	-85.665637
EB	96	7.34	9,213	196,722	4.19	41.748229	-85.665672
EB	97	7.04	9,182	213,397	4.30	41.748370	-85.665352
EB	98	5.51	10,924	289,908	4.77	41.748251	-85.665307
EB	99	6.47	10,635	219,836	4.35	41.748121	-85.665255
EB	100	6.90	8,425	239,987	4.47	41.747973	-85.665200
EB	101	4.88	10,234	392,900	5.27	41.747860	-85.665163
EB	102	4.70	14,795	300,642	4.82	41.747703	-85.665107
EB	103	4.31	13,604	380,558	5.22	41.747571	-85.665057
EB	104	4.85	11,981	340,221	5.03	41.747440	-85.665006
EB	105	4.11	15,981	361,163	5.13	41.747615	-85.664662
EB	106	5.14	15,617	245,740	4.51	41.747739	-85.664715
EB	107	6.08	15,042	189,568	4.14	41.747843	-85.664760
EB	108	5.33	14,762	239,834	4.47	41.747997	-85.664820
EB	109	6.18	11,911	218,095	4.33	41.748140	-85.664875
EB	110	7.18	11,391	173,628	4.02	41.748246	-85.664916
EB	111	7.31	10,814	174,530	4.02	41.748382	-85.664964
EB	112	7.22	8,319	222,212	4.36	41.748476	-85.664999
EB	113	4.93	12,175	325,204	4.95	41.748640	-85.664613
EB	114	5.43	10,455	310,821	4.88	41.748493	-85.664568
EB	115	5.34	9,119	367,498	5.16	41.748325	-85.664515
EB	116	5.16	11,040	325,918	4.95	41.748217	-85.664484
EB	117	4.90	13,611	297,964	4.81	41.747237	-85.666533
EB	118	5.51	11,969	267,594	4.64	41.747435	-85.667043
EB	119	4.20	13,492	402,017	5.31	41.747630	-85.667494
EB	120	4.97	15,313	264,129	4.62	41.747456	-85.667462
EB	121	5.57	11,466	271,971	4.66	41.747245	-85.666968
EB	122	4.03	12,827	459,409	5.56	41.747499	-85.666678
EB	123	7.40	8,914	199,485	4.21	41.747729	-85.667176
EB	124	5.97	12,886	218,290	4.34	41.747915	-85.667629
EB	125	6.46	10,335	225,837	4.38	41.747973	-85.667206
EB	126	7.13	8,938	213,327	4.30	41.748004	-85.666871
EB	127	4.37	13,510	373,011	5.18	41.747362	-85.665941
EB	128	4.71	10,880	395,617	5.29	41.747729	-85.665680
EB	129	4.87	11,515	350,588	5.08	41.748116	-85.665401
EB	130	4.24	14,702	366,296	5.15	41.747574	-85.666005
EB	131	4.81	13,597	308,920	4.87	41.747915	-85.665755
EB	132	8.83	8,378	152,237	3.84	41.748240	-85.665483
EB	133	3.84	13,664	473,844	5.61	41.747862	-85.666117
EB	134	7.08	9,756	200,250	4.21	41.748133	-85.665880
EB	135	7.10	9,948	195,943	4.18	41.748080	-85.666189
EB	136	4.36	14,109	359,120	5.12	41.747521	-85.665621

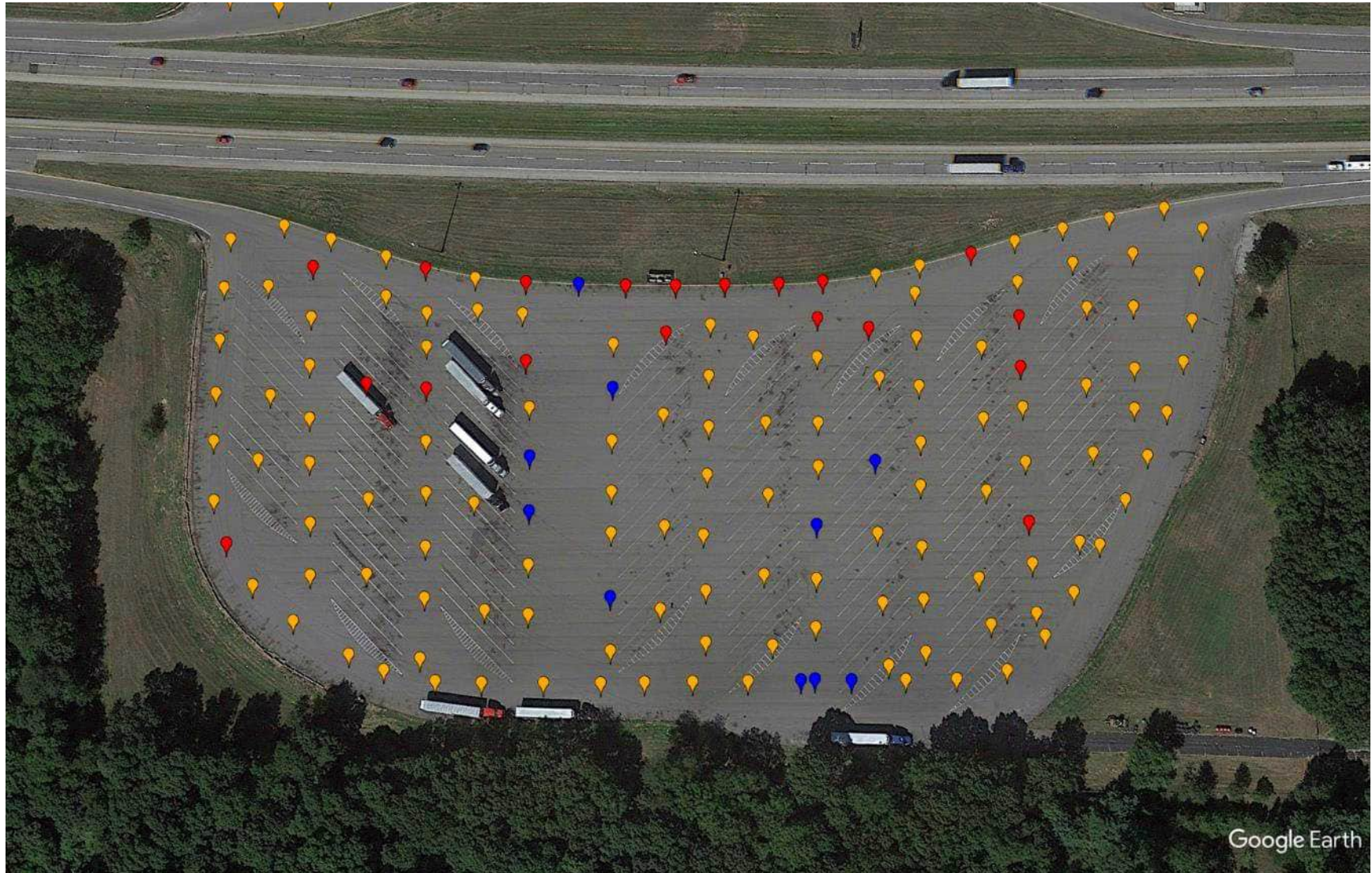
Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
EB	137	4.09	11,350	505,651	5.74	41.747892	-85.665341
EB	138	5.35	10,995	305,295	4.85	41.748272	-85.665070
EB	139	4.56	13,662	340,236	5.03	41.748569	-85.664819
EB	140	4.34	10,779	472,660	5.61	41.747350	-85.665529
EB	141	4.57	11,435	401,013	5.31	41.747707	-85.665270
EB	142	6.56	10,554	215,870	4.32	41.748082	-85.665003
EB	143	4.70	13,141	332,423	4.99	41.748456	-85.664732
EB	144	4.18	11,779	464,881	5.58	41.747534	-85.665193
EB	145	5.58	11,960	261,694	4.61	41.747894	-85.664932
EB	146	4.75	13,543	317,023	4.91	41.748246	-85.664671
EB	147	4.62	11,388	392,942	5.27	41.747381	-85.665120
EB	148	4.50	12,154	388,195	5.25	41.747664	-85.664886
EB	149	5.09	14,063	271,281	4.66	41.748070	-85.664593
EB	150	4.63	14,742	310,051	4.87	41.747555	-85.664807
EB	151	4.65	15,051	301,913	4.83	41.747828	-85.664570
Average		5.61	11,281	311,879	4.82		
Std. Deviation		1.30	2,178	115,692	0.55		
Minimum		2.92	7,050	152,237	3.84		
Maximum		9.00	15,981	928,371	7.02		



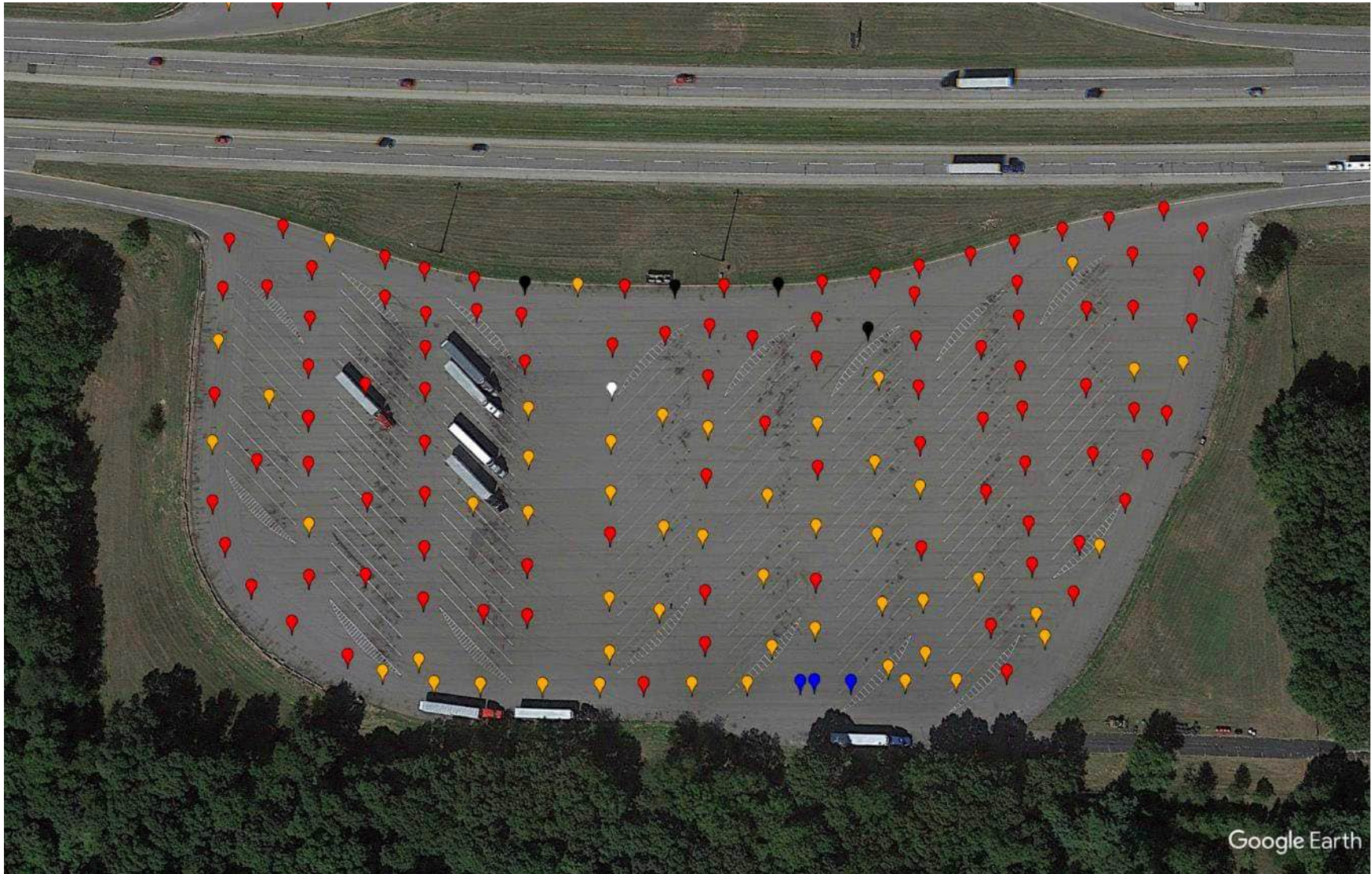
Maximum normalized deflection values for eastbound truck parking plaza.



Subgrade resilient modulus values for eastbound truck parking plaza.



Effective pavement modulus values for eastbound truck parking plaza.



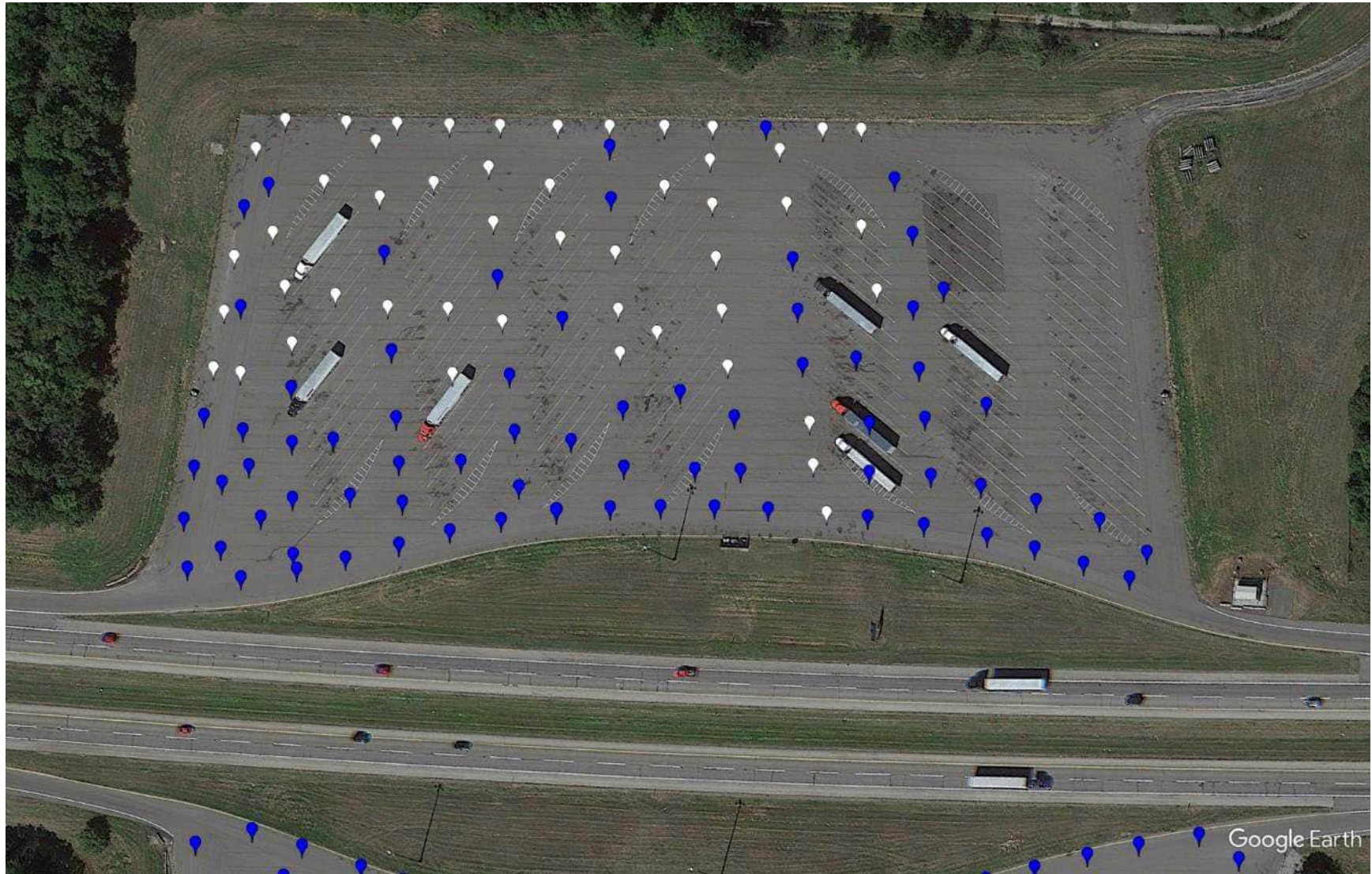
Effective structural number values for eastbound truck parking plaza.

FWD Results – Westbound Truck Parking Plaza

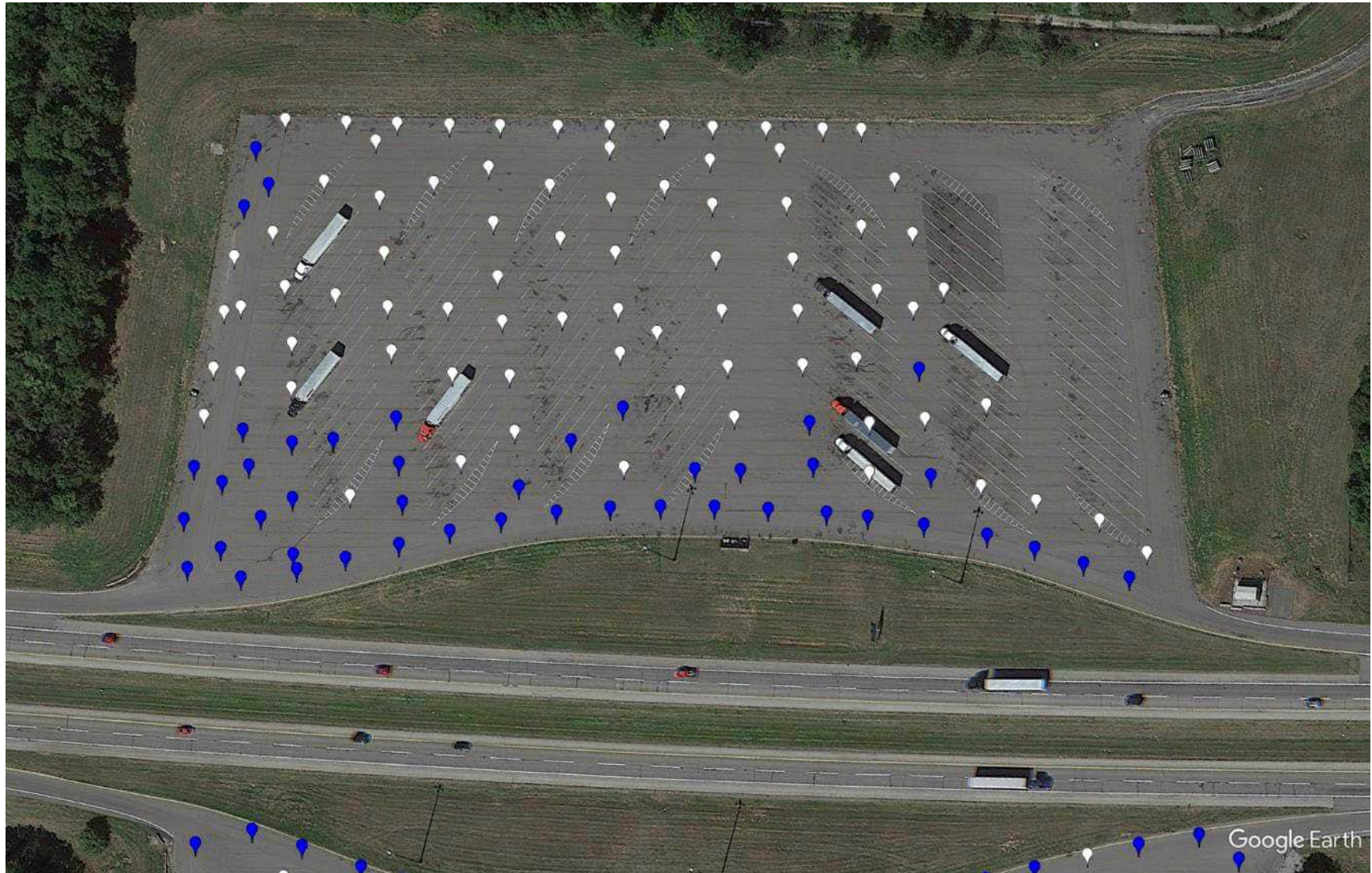
Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
WB	1	5.47	11,119	289,266	4.76	41.749440	-85.664994
WB	2	5.93	11,438	243,002	4.49	41.749484	-85.665182
WB	3	5.12	11,035	330,705	4.98	41.749483	-85.665409
WB	4	5.18	13,055	279,166	4.71	41.749680	-85.665669
WB	5	5.33	13,661	254,827	4.56	41.749930	-85.665925
WB	6	5.01	11,830	323,839	4.94	41.750042	-85.666083
WB	7	7.15	12,096	167,201	3.97	41.750162	-85.666197
WB	8	3.77	12,168	556,460	5.92	41.750258	-85.666356
WB	9	3.97	12,780	473,799	5.61	41.750230	-85.666483
WB	10	5.96	11,079	247,476	4.52	41.750190	-85.666670
WB	11	3.69	15,196	462,304	5.57	41.750151	-85.666845
WB	12	2.98	14,573	749,142	6.54	41.750117	-85.667004
WB	13	2.36	14,755	1,232,216	7.72	41.750076	-85.667184
WB	14	4.57	13,088	352,238	5.08	41.750037	-85.667354
WB	15	2.95	15,049	733,652	6.49	41.749995	-85.667543
WB	16	3.01	15,634	677,256	6.32	41.749959	-85.667710
WB	17	2.75	16,630	762,286	6.58	41.749923	-85.667883
WB	18	2.81	16,555	735,566	6.50	41.749888	-85.668051
WB	19	4.43	11,902	409,573	5.35	41.749848	-85.668253
WB	20	4.59	9,255	497,671	5.71	41.749755	-85.668320
WB	21	5.07	8,890	420,332	5.39	41.749604	-85.668300
WB	22	4.53	11,788	394,793	5.28	41.749475	-85.668282
WB	23	4.83	12,281	335,285	5.00	41.749333	-85.668260
WB	24	4.23	11,831	451,533	5.52	41.749187	-85.668238
WB	25	5.89	11,700	241,004	4.48	41.749064	-85.668221
WB	26	9.41	7,022	156,262	3.88	41.748930	-85.668201
WB	27	7.89	7,583	203,730	4.24	41.748795	-85.668182
WB	28	5.26	8,490	410,597	5.35	41.748678	-85.668121
WB	29	7.22	7,683	238,950	4.47	41.748695	-85.667936
WB	30	6.67	7,818	274,648	4.68	41.748758	-85.667762
WB	31	6.47	7,495	304,430	4.84	41.748822	-85.667613
WB	32	6.69	7,829	272,821	4.67	41.748896	-85.667452
WB	33	7.39	7,309	239,432	4.47	41.748967	-85.667299
WB	34	7.53	7,466	226,043	4.39	41.749033	-85.667142
WB	35	7.89	7,739	199,737	4.21	41.749094	-85.666969
WB	36	8.47	6,405	207,775	4.26	41.749144	-85.666797
WB	37	7.09	7,887	240,902	4.48	41.749185	-85.666633
WB	38	7.60	7,451	222,155	4.36	41.749225	-85.666456
WB	39	7.65	6,838	238,361	4.46	41.749260	-85.666278
WB	40	4.86	7,287	584,433	6.02	41.749295	-85.666083
WB	41	6.21	8,092	306,073	4.85	41.749316	-85.665944
WB	42	5.91	9,950	276,118	4.69	41.749339	-85.665752
WB	43	7.48	7,767	220,382	4.35	41.749362	-85.665535
WB	44	7.32	7,454	239,388	4.47	41.749366	-85.665366

Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
WB	45	8.22	7,981	180,089	4.07	41.749365	-85.665190
WB	46	7.74	8,177	197,204	4.19	41.749364	-85.665025
WB	47	6.91	8,839	227,827	4.40	41.749465	-85.665779
WB	48	5.68	11,303	265,170	4.63	41.749600	-85.665856
WB	49	5.15	9,856	365,444	5.15	41.749716	-85.665925
WB	50	5.21	11,366	311,451	4.88	41.749861	-85.666006
WB	51	4.28	13,600	385,227	5.24	41.750147	-85.666603
WB	52	4.74	15,306	287,163	4.75	41.750021	-85.666526
WB	53	5.09	11,133	331,555	4.98	41.749890	-85.666450
WB	54	6.25	10,891	229,398	4.41	41.749768	-85.666382
WB	55	5.31	13,819	253,926	4.56	41.749639	-85.666311
WB	56	3.85	9,091	748,724	6.54	41.749503	-85.666230
WB	57	3.59	9,176	869,757	6.87	41.749402	-85.666175
WB	58	6.09	9,119	282,242	4.72	41.749334	-85.666408
WB	59	5.06	11,178	334,088	5.00	41.749460	-85.666482
WB	60	3.46	17,913	450,145	5.52	41.749579	-85.666555
WB	61	4.43	17,639	289,803	4.76	41.749711	-85.666631
WB	62	4.50	17,188	288,070	4.76	41.749835	-85.666703
WB	63	4.12	14,799	383,077	5.23	41.749963	-85.666769
WB	64	3.36	17,100	496,686	5.70	41.750069	-85.666821
WB	65	7.29	14,099	146,471	3.80	41.750027	-85.667163
WB	66	3.61	15,753	466,330	5.58	41.750023	-85.667162
WB	67	6.25	10,924	229,504	4.41	41.749900	-85.667106
WB	68	3.81	15,505	427,434	5.42	41.749773	-85.667038
WB	69	4.52	12,630	371,564	5.18	41.749635	-85.666971
WB	70	3.90	14,289	440,719	5.48	41.749530	-85.666921
WB	71	6.42	9,654	242,539	4.49	41.749398	-85.666856
WB	72	6.30	10,173	239,915	4.47	41.749254	-85.666793
WB	73	7.19	8,171	227,700	4.40	41.749127	-85.667117
WB	74	7.52	10,046	175,770	4.03	41.749259	-85.667187
WB	75	5.49	12,558	259,109	4.59	41.749392	-85.667260
WB	76	4.21	13,234	408,285	5.34	41.749519	-85.667339
WB	77	5.84	11,930	241,196	4.48	41.749624	-85.667399
WB	78	3.66	14,104	506,653	5.74	41.749754	-85.667468
WB	79	3.98	13,795	437,373	5.47	41.749885	-85.667539
WB	80	2.58	16,445	886,829	6.92	41.749864	-85.667935
WB	81	4.36	14,960	342,317	5.04	41.749730	-85.667866
WB	82	5.19	13,757	266,283	4.63	41.749598	-85.667795
WB	83	4.66	12,597	351,005	5.08	41.749468	-85.667729
WB	84	5.57	12,407	254,459	4.56	41.749363	-85.667672
WB	85	6.72	9,784	220,412	4.35	41.749203	-85.667589
WB	86	5.35	9,694	344,350	5.05	41.749094	-85.667534
WB	87	5.27	8,713	396,861	5.29	41.749001	-85.667483
WB	88	5.99	7,658	350,337	5.08	41.748791	-85.667788
WB	89	8.16	8,925	166,840	3.96	41.748928	-85.667847
WB	90	7.08	8,766	220,008	4.35	41.749064	-85.667905

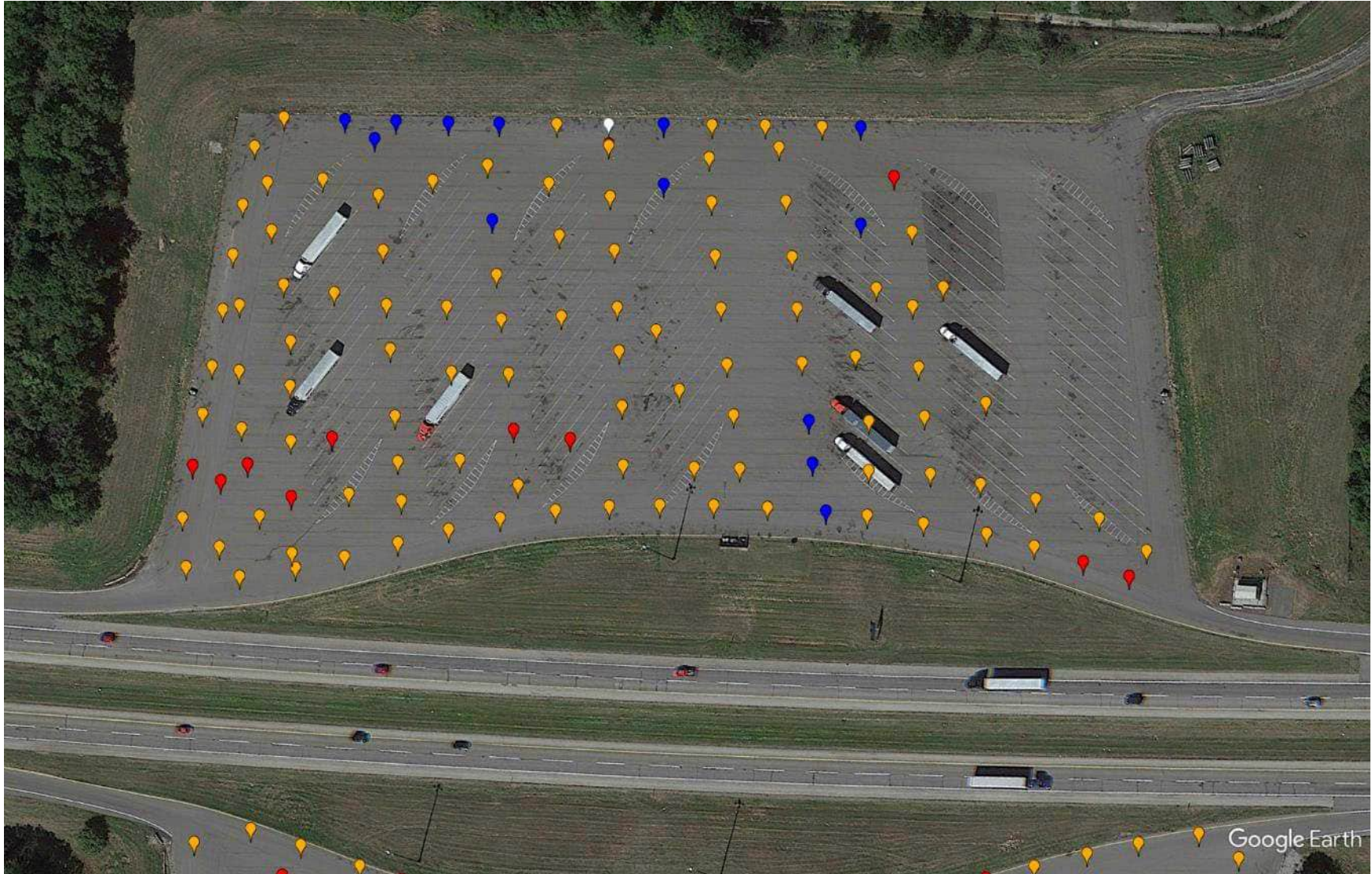
Direction	Test Point Number	Max. Normalized Deflection (D ₀ , mils)	Subgrade Resilient Modulus (M _r , psi)	Effective Pavement Modulus (E _p , psi)	Effective Structural Number (SN _{eff} , in)	Latitude	Longitude
WB	91	5.36	13,047	261,842	4.61	41.749198	-85.667963
WB	92	4.32	13,239	387,959	5.25	41.749307	-85.668006
WB	93	4.66	12,640	350,722	5.08	41.749440	-85.668086
WB	94	4.39	12,450	398,135	5.30	41.749563	-85.668180
WB	95	6.55	9,402	239,036	4.47	41.749677	-85.668242
WB	96	5.92	12,925	221,327	4.36	41.749357	-85.668210
WB	97	4.46	12,904	373,535	5.19	41.749196	-85.668145
WB	98	6.62	9,485	232,697	4.43	41.749058	-85.668079
WB	99	8.83	8,826	146,136	3.79	41.748975	-85.668023
WB	100	6.13	9,677	264,574	4.62	41.748858	-85.667932
WB	101	7.05	8,674	223,535	4.37	41.748752	-85.668032
WB	102	7.71	8,667	189,130	4.13	41.748914	-85.668094
WB	103	4.21	15,642	351,595	5.08	41.749727	-85.668064
WB	104	3.77	15,566	433,160	5.45	41.749806	-85.667703
WB	105	4.76	11,606	363,579	5.14	41.749458	-85.667912
WB	106	3.82	13,295	492,209	5.68	41.749887	-85.667320
WB	107	3.94	14,623	423,357	5.41	41.749509	-85.667530
WB	108	7.59	9,880	175,089	4.03	41.749103	-85.667773
WB	109	6.21	10,131	247,240	4.52	41.748979	-85.667662
WB	110	4.97	12,791	306,342	4.85	41.749353	-85.667449
WB	111	4.78	15,044	287,798	4.75	41.749767	-85.667233
WB	112	3.13	16,294	599,501	6.07	41.749970	-85.666943
WB	113	5.25	12,426	284,235	4.73	41.749571	-85.667145
WB	114	5.72	10,503	280,088	4.71	41.749145	-85.667333
WB	115	7.29	9,205	199,280	4.21	41.749279	-85.666993
WB	116	4.00	13,741	435,283	5.46	41.749609	-85.666821
WB	117	5.41	11,486	287,741	4.75	41.749481	-85.666685
WB	118	5.71	9,918	296,845	4.80	41.749302	-85.666558
WB	119	5.25	10,533	330,157	4.98	41.749426	-85.665984
WB	120	6.71	10,509	207,888	4.27	41.749478	-85.665605
WB	121	5.53	16,071	212,091	4.29	41.749547	-85.666033
WB	122	5.21	12,270	291,149	4.77	41.749695	-85.666142
WB	123	3.73	15,927	434,980	5.46	41.749877	-85.666143
WB	124	3.25	14,887	609,755	6.11	41.750021	-85.666258
Average		5.43	11,575	349,340	4.97		
Std. Deviation		1.52	2,898	171,417	0.71		
Minimum		2.36	6,405	146,136	3.79		
Maximum		9.41	17,913	1,232,216	7.72		



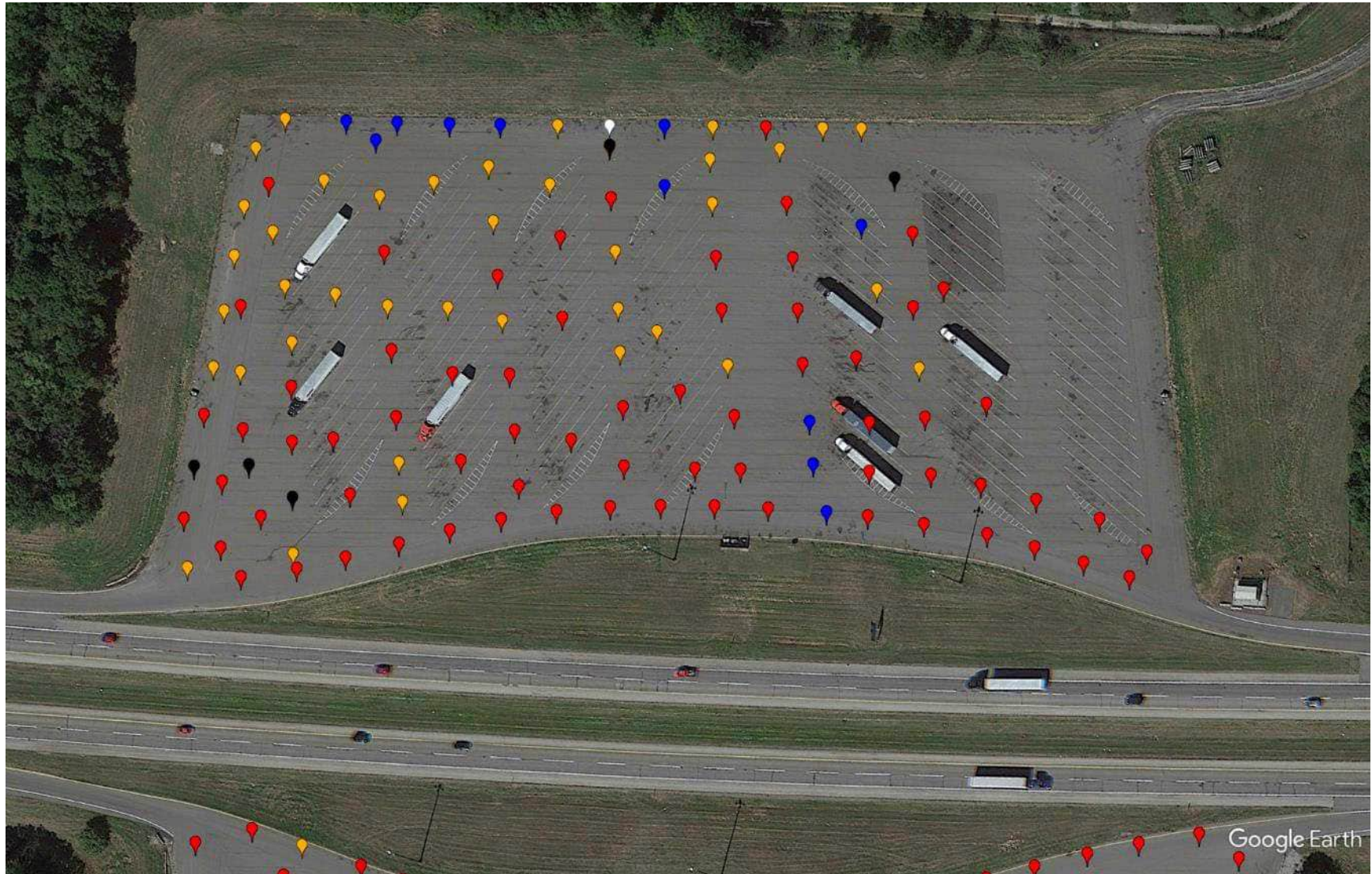
Maximum normalized deflection values for westbound truck parking plaza.



Subgrade resilient modulus values for westbound truck parking plaza.

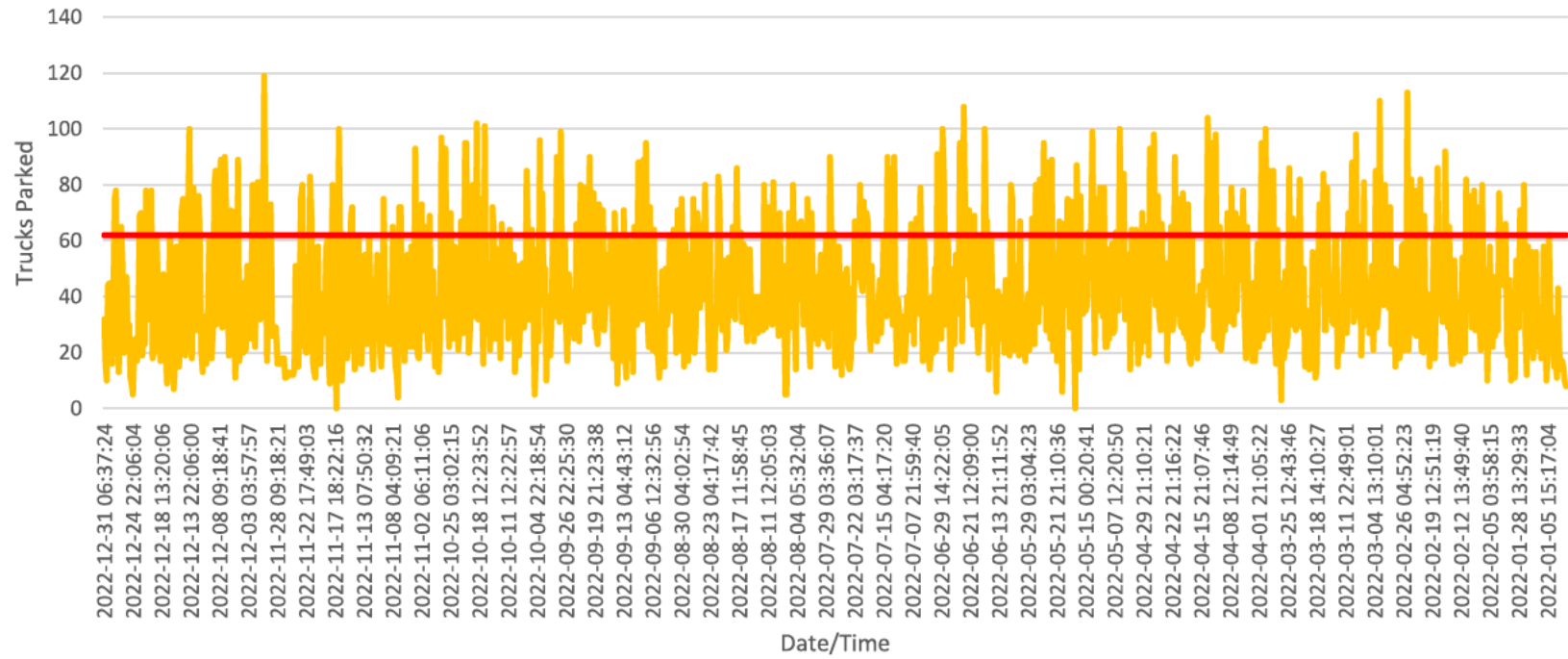


Effective pavement modulus values for westbound truck parking plaza.

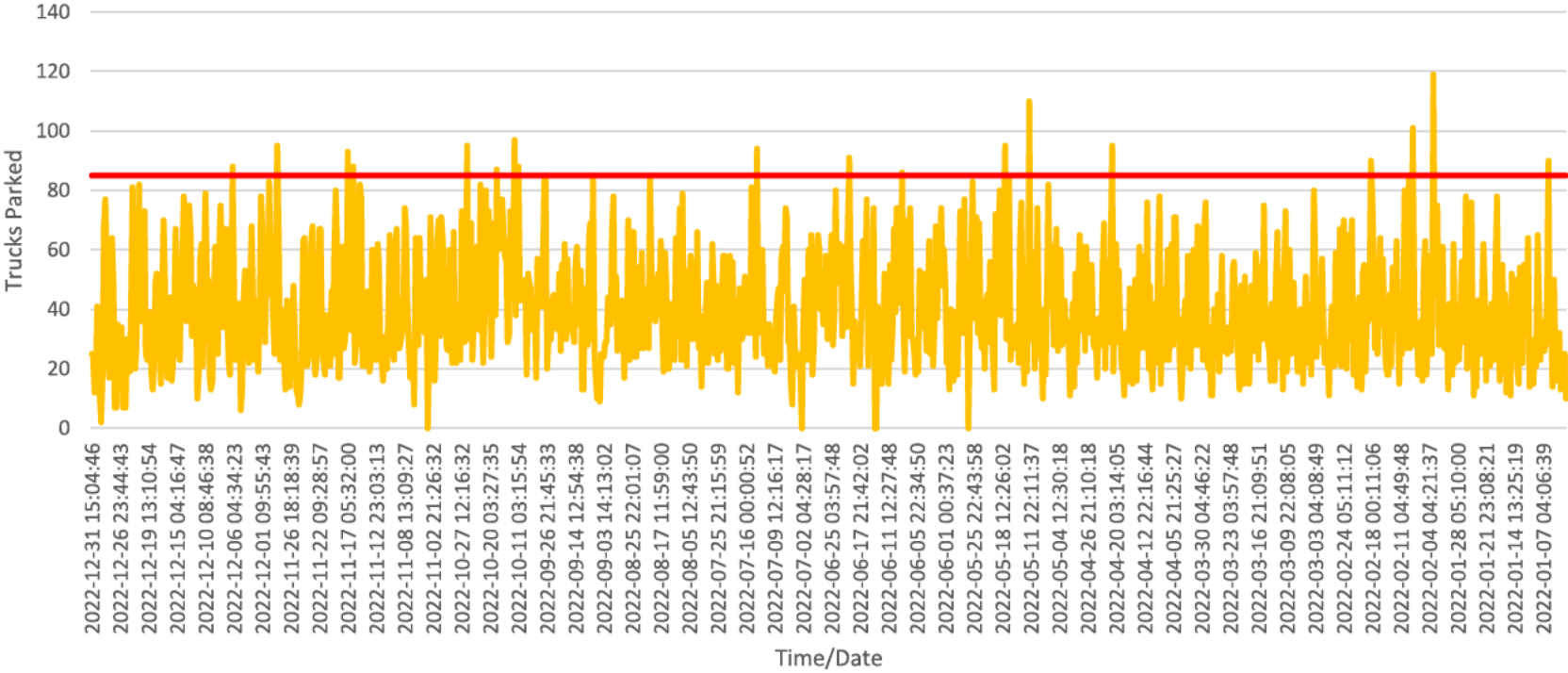


Effective structural number values for westbound truck parking plaza.

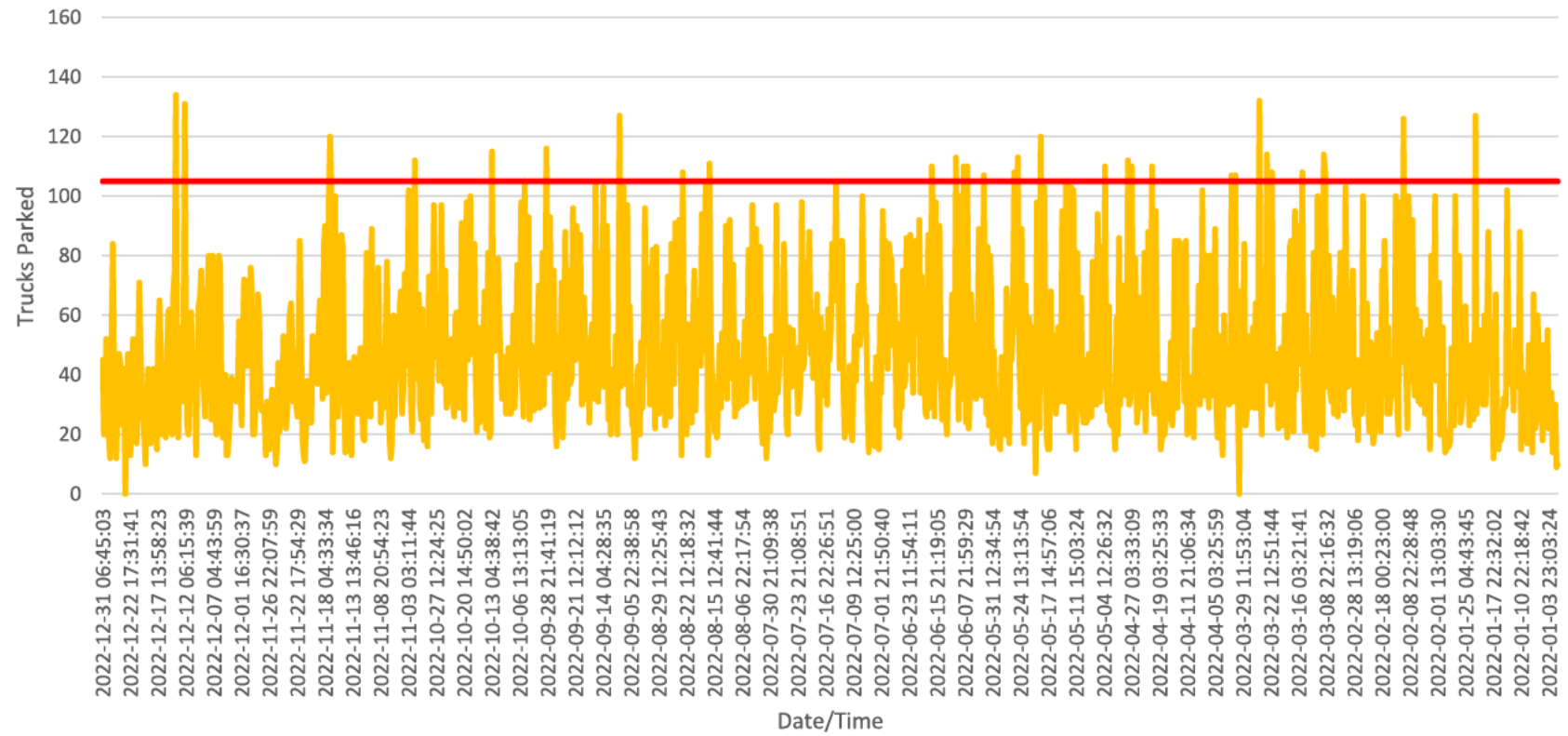
Travel Plaza 1 North



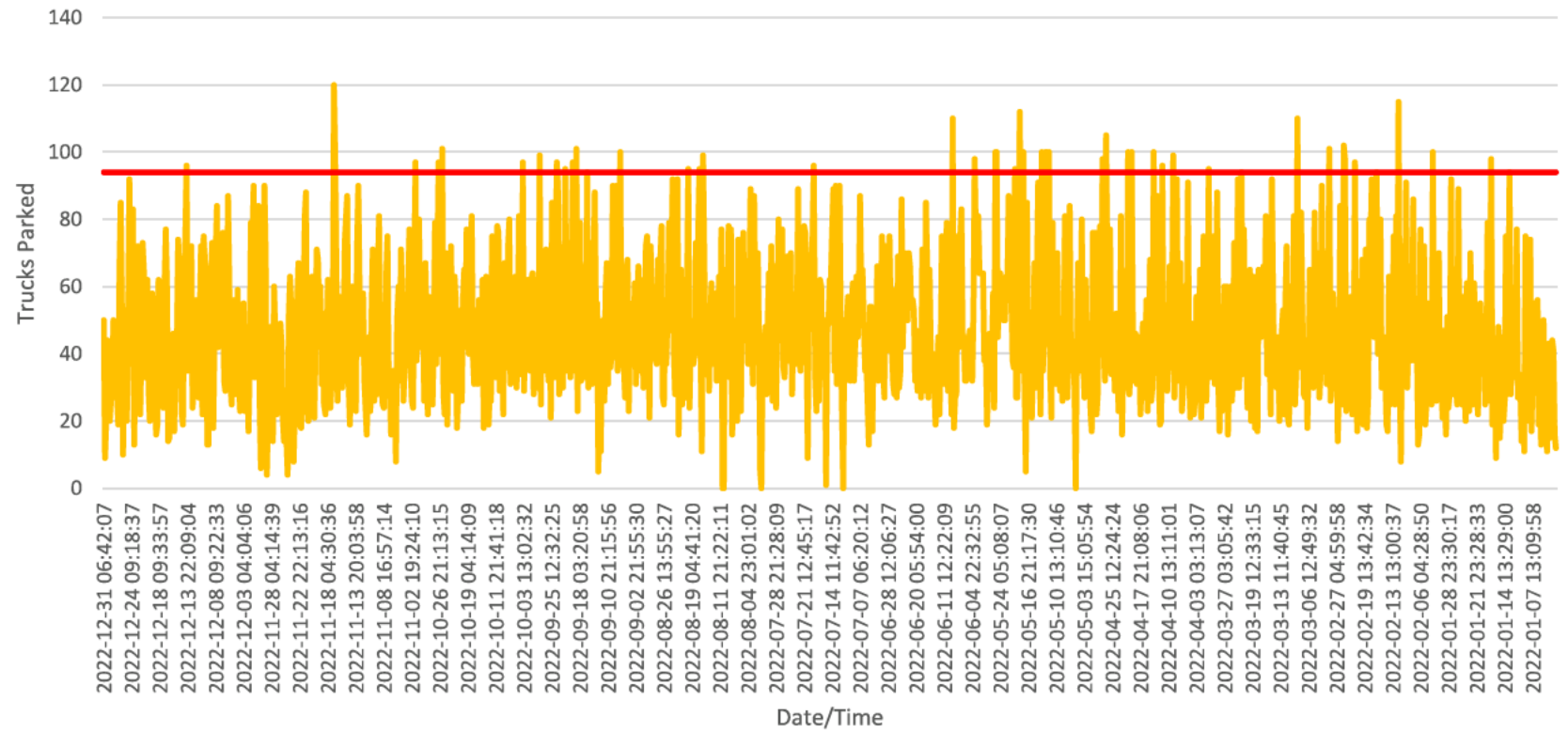
Travel Plaza 1 South



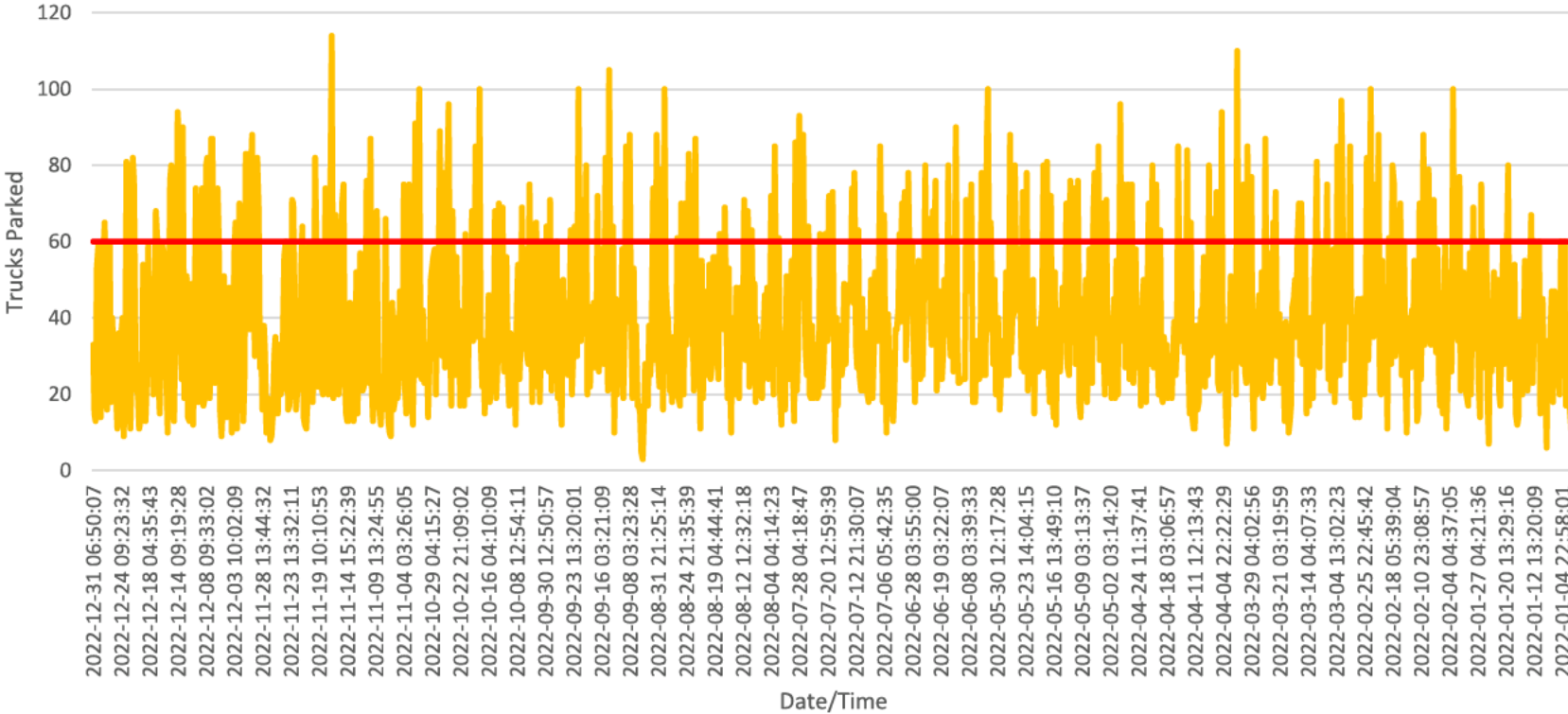
Travel Plaza 3 North



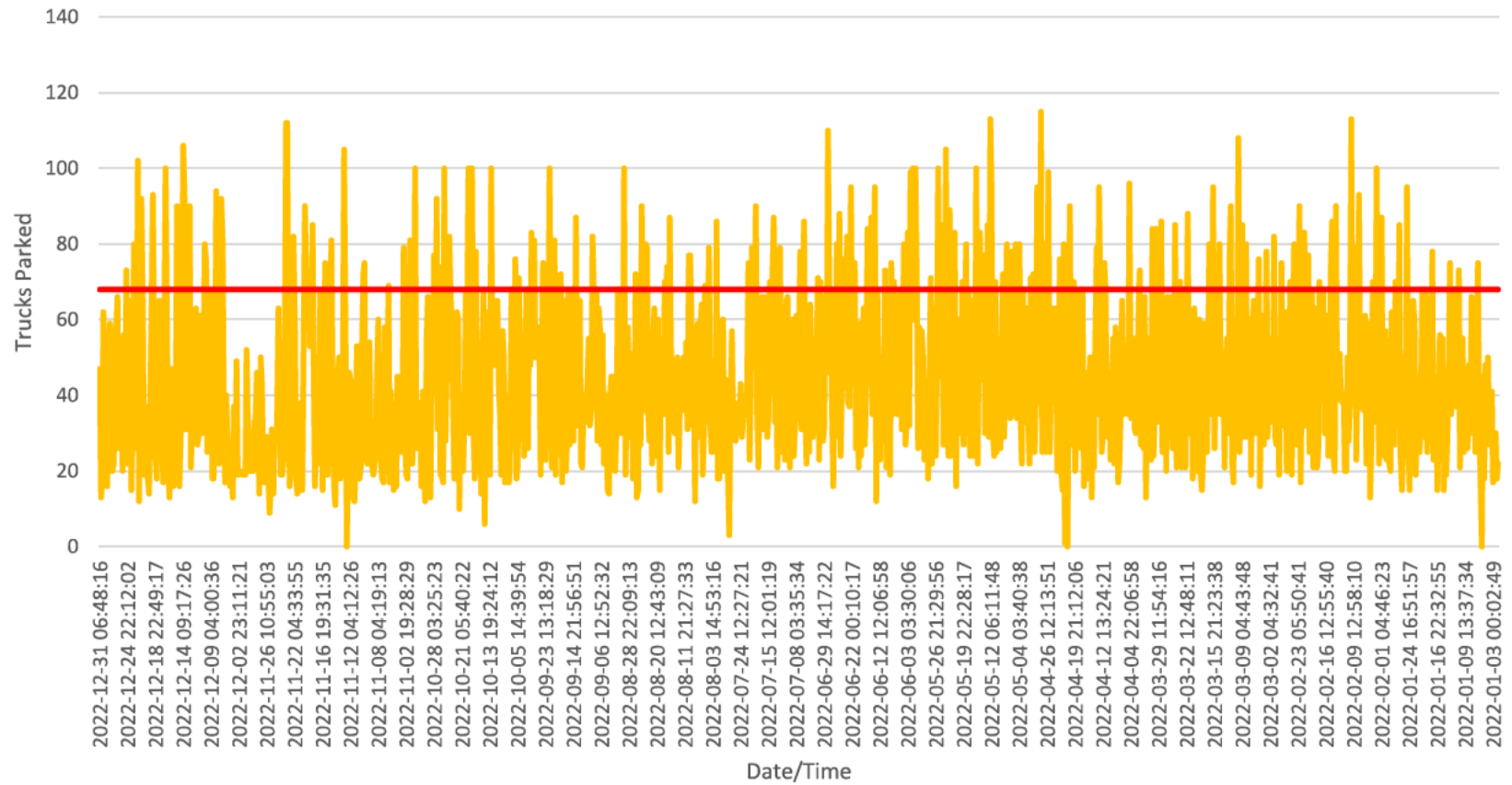
Travel Plaza 3 South



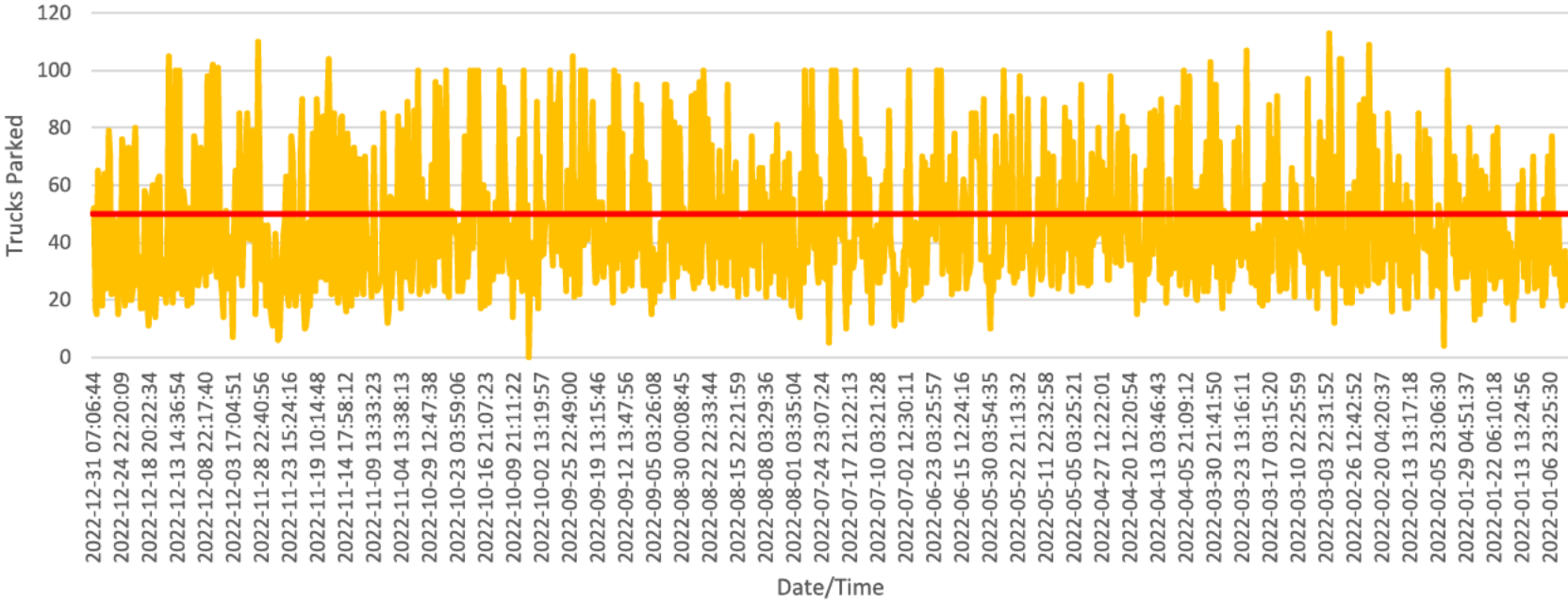
Travel Plaza 5 North



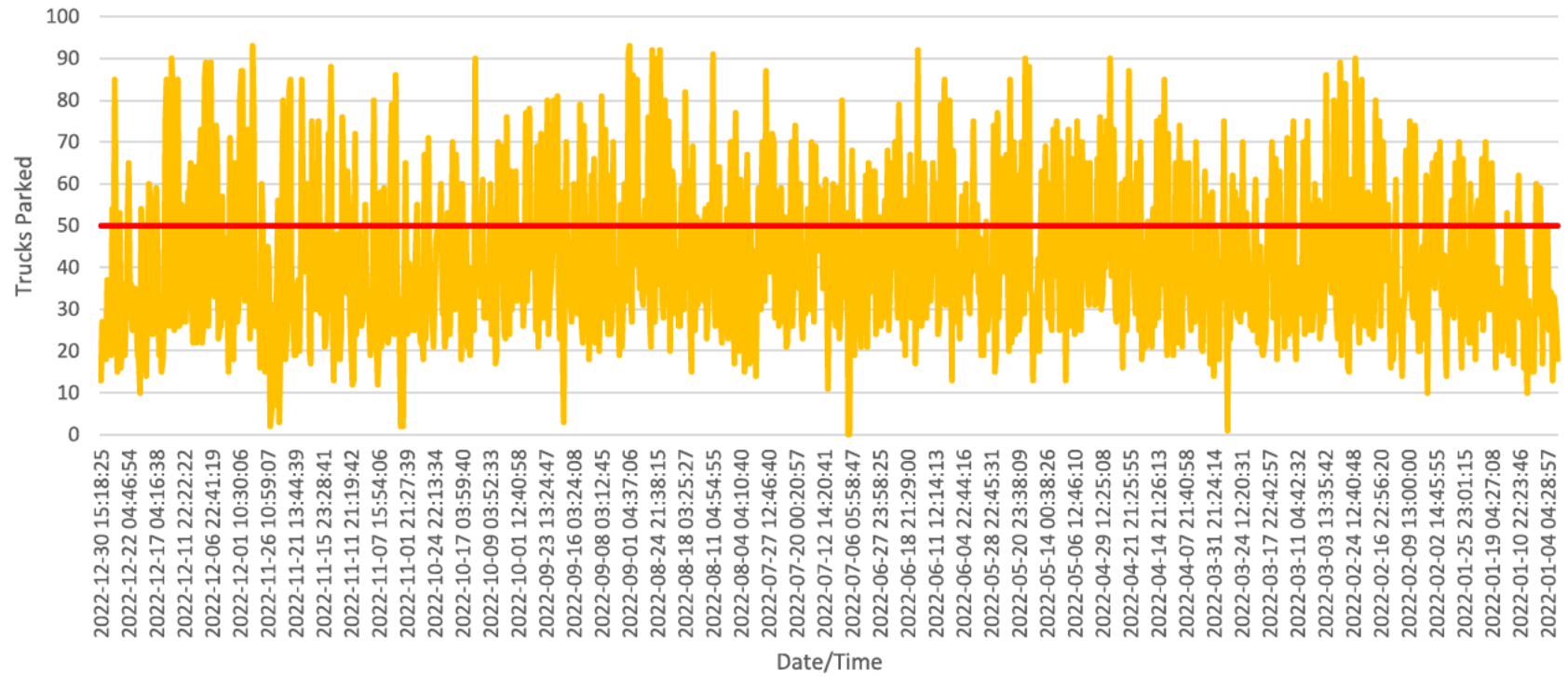
Travel Plaza 5 South



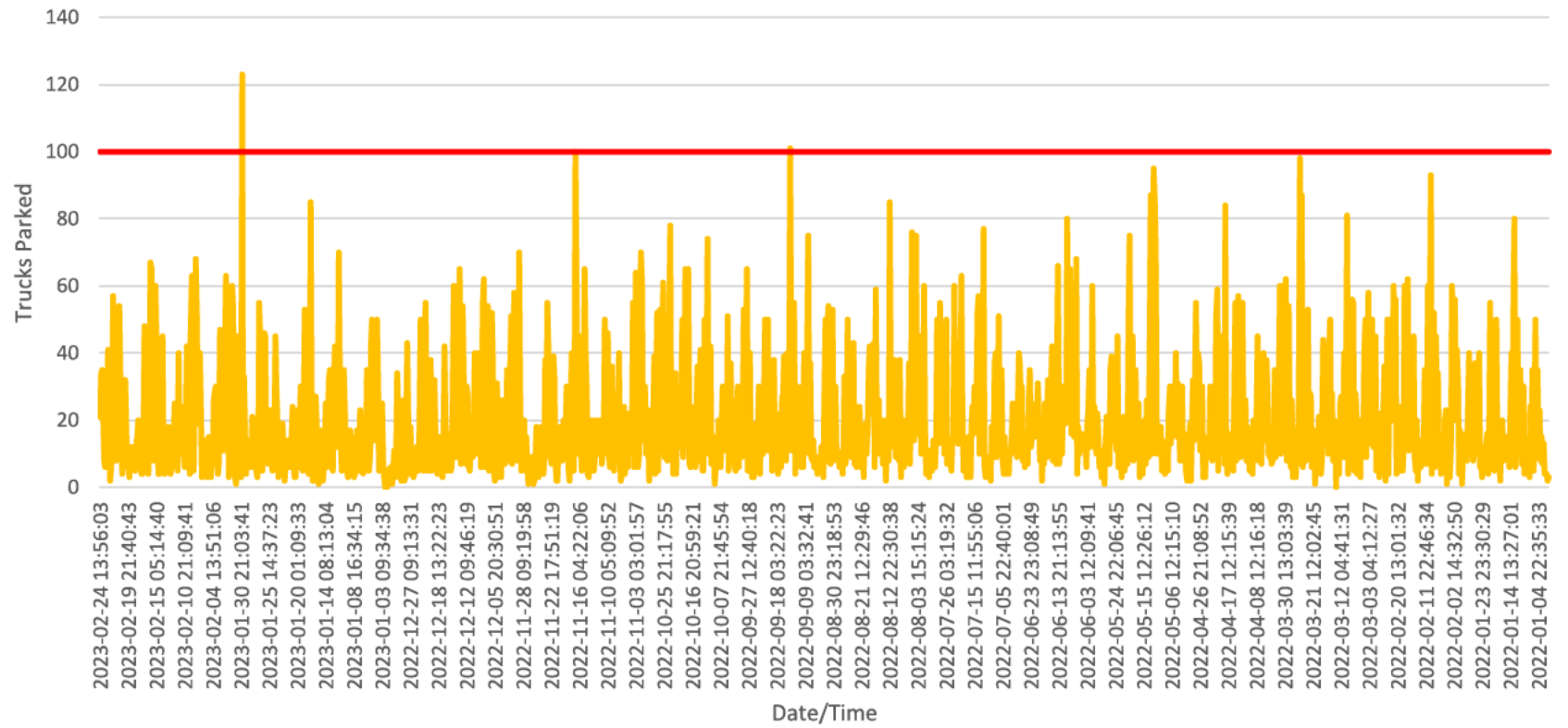
Travel Plaza 7 North



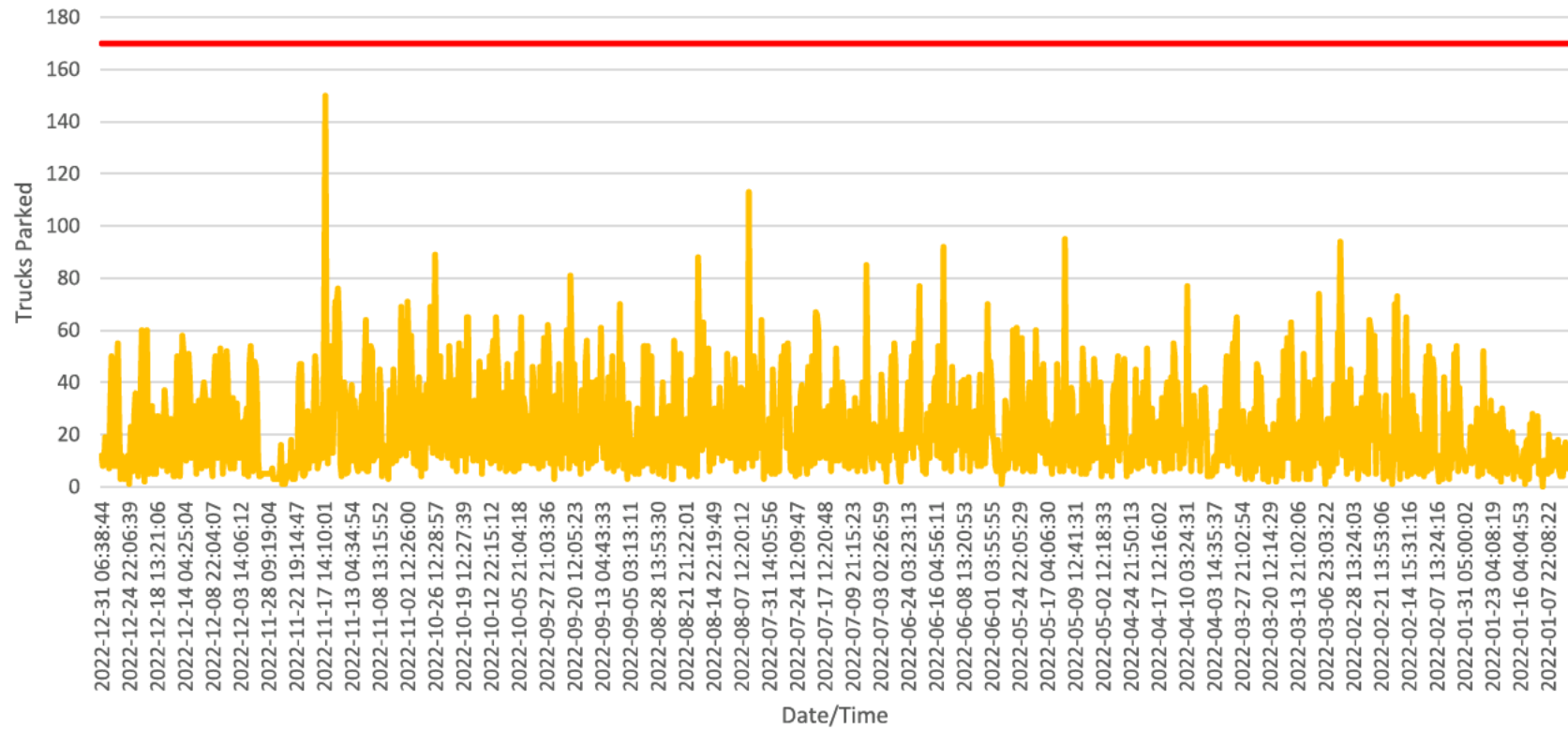
Travel Plaza 7 South



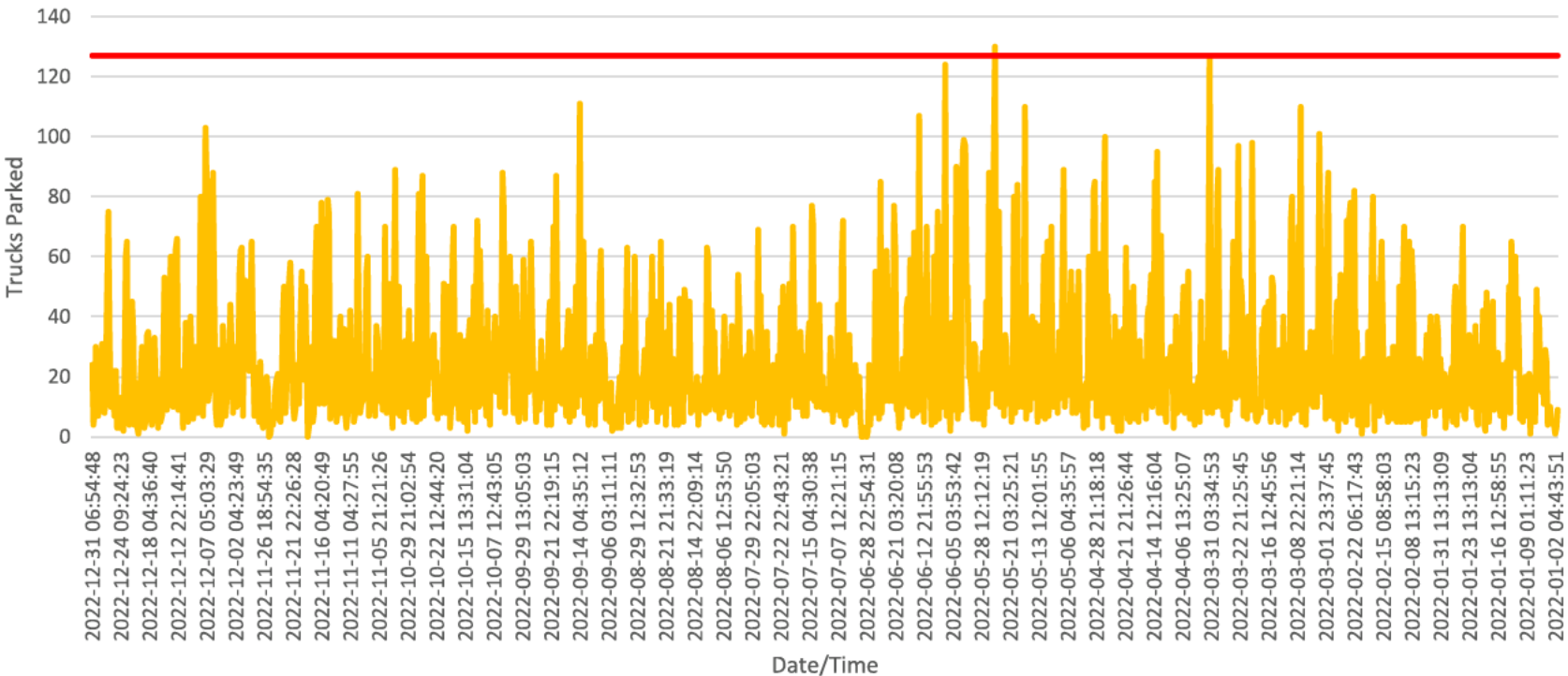
Truck Parking 37.5 North



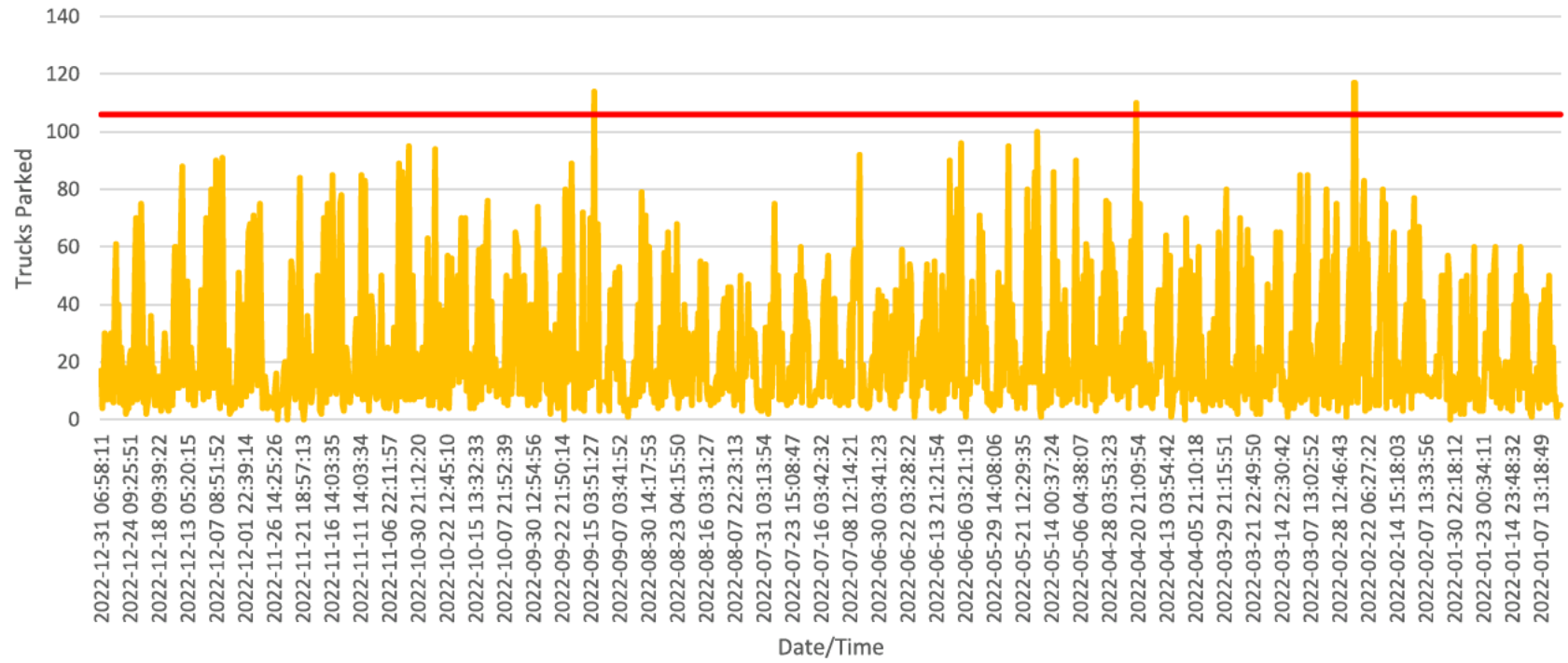
Truck Parking 37.5 South



Truck Parking 108 South



Truck Parking Lot 108 North



**Photographs of Representative Pavement Conditions
Indiana Toll Road, Parking Lot No. 6 MP 108**

Page 1 of 2



Photographs showing the typical pavement surface condition of the parking lot.



Photographs showing high severity rutting in the parking stalls. We recommended HMA Patching, Full-Depth to fix these and similar distresses.

**Photographs of Representative Pavement Conditions
Indiana Toll Road, Parking Lot No. 6 MP 108**

Page 2 of 2



Photographs showing high severity fatigue cracking and rutting along the edges of the pavement. We recommended HMA Patching, Full-Depth to fix these and similar distresses.

Indiana Toll Road Parking Lot No. 6 MP 108							
HMA Patching, Full-Depth - Northern Parking Lot							
Patch ID	Location	Length (L, ft) x Width (W, ft) = Area (A, sys) of Patch	Total Patch Area (sys)	Subgrade Treatment Type II	Patch Quantity (tons), (Assuming 14 in. avg. depth)	Distress Type	Severity (Low, Medium, High)
		See Drawing No.: CJ255106.B2 for patch locations and areas					
F1	Northern Parking Lot	---	180.6	Type II	139.0	Fatigue Cracking/Rutting	High
F2	Northern Parking Lot	---	294.0	Type II	226.4	Fatigue Cracking/Rutting	High
F3	Northern Parking Lot	---	2,477.0	Type II	1907.3	Fatigue Cracking/Rutting	High
F4	Northern Parking Lot	---	1,002.4	Type II	771.8	Fatigue Cracking/Rutting	High
F5	Northern Parking Lot	---	122.5	Type II	94.3	Fatigue Cracking/Rutting	High

Subtotal, Full-depth Patching	4,076.4 sys		3138.8 ton
Contingency (20%):	815.3 sys		627.8 ton
Total:	4,891.7 sys		3766.6 ton

Indiana Toll Road Parking Lot No. 6 MP 108

HMA Patching, Full-Depth - Southern Parking Lot

Patch ID	Location	Length (L, ft) x Width (W, ft) = Area (A, sys) of Patch	Total Patch Area (sys)	Subgrade Treatment Type II	Patch Quantity (tons), (Assuming 14 in. avg. depth)	Distress Type	Severity (Low, Medium, High)
		See Drawing No.: CJ255106.B2 for patch locations and areas					
F6	Southern Parking Lot	---	287.8	Type II	221.6	Fatigue Cracking/Rutting	High
F7	Southern Parking Lot	---	319.8	Type II	246.3	Fatigue Cracking/Rutting	High
F8	Southern Parking Lot	---	2,561.2	Type II	1972.1	Fatigue Cracking/Rutting	High
F9	Southern Parking Lot	---	923.7	Type II	711.3	Fatigue Cracking/Rutting	High
F10	Southern Parking Lot	---	583.0	Type II	448.9	Fatigue Cracking/Rutting	High
F11	Southern Parking Lot	---	228.0	Type II	175.5	Fatigue Cracking/Rutting	High
F12	Southern Parking Lot	---	279.4	Type II	215.1	Fatigue Cracking/Rutting	High
F13	Southern Parking Lot	---	130.2	Type II	100.3	Fatigue Cracking/Rutting	High
F14	Southern Parking Lot	---	267.9	Type II	206.3	Fatigue Cracking/Rutting	High
F15	Southern Parking Lot	---	57.4	Type II	44.2	Fatigue Cracking/Rutting	High
F16	Southern Parking Lot	---	145.1	Type II	111.7	Fatigue Cracking/Rutting	High
F17	Southern Parking Lot	---	217.5	Type II	167.5	Fatigue Cracking/Rutting	High

Subtotal, Full-depth Patching	6,001.1 sys		4620.8 ton
Contingency (20%):	1,200.2 sys		924.2 ton
Total:	7,201.3 sys		5545.0 ton

Indiana Toll Road Parking Lot No. 6 MP 108						
HMA Patching, Partial-Depth - Northern Parking Lot						
Patch ID	Location	Length (L, ft) x Width (W, ft) = Area (A, sys) of Patch	Total Patch Area (sys)	Patch Quantity (tons), (Assuming 4.5 in. avg. depth)	Distress Type	Severity (Low, Medium, High)
		See Drawing No.: CJ255106.B2 for patch locations and areas				
P1	Northern Parking Lot	---	111.1	27.5	Fatigue Cracking/Rutting	Medium
P2	Northern Parking Lot	---	56.2	13.9	Fatigue Cracking/Rutting	Medium
P3	Northern Parking Lot	---	62.7	15.5	Fatigue Cracking	Medium

Subtotal, Partial-depth Patching	229.9 sys	56.9 ton
Contingency (20%):	46. sys	11.4 ton
Total:	275.9 sys	68.3 ton

Indiana Toll Road Parking Lot No. 6 MP 108						
HMA Patching, Partial-Depth - Southern Parking Lot						
Patch ID	Location	Length (L, ft) x Width (W, ft) = Area (A, sys) of Patch	Total Patch Area (sys)	Patch Quantity (tons), (Assuming 4.5 in. avg. depth)	Distress Type	Severity (Low, Medium, High)
		See Drawing No.: CJ255106.B2 for patch locations and areas				
P4	Southern Parking Lot	---	344.1	85.2	Fatigue Cracking/Rutting	Medium
P5	Southern Parking Lot	---	235.1	58.2	Fatigue Cracking/Rutting	Medium
P6	Southern Parking Lot	---	103.4	25.6	Rutting	Medium
P7	Southern Parking Lot	---	437.4	108.3	Fatigue Cracking/Rutting	Medium
P8	Southern Parking Lot	---	50.2	12.4	Fatigue Cracking/Rutting	Medium
P9	Southern Parking Lot	---	184.3	45.6	Fatigue Cracking/Rutting	Medium
P10	Southern Parking Lot	---	219.0	54.2	Fatigue Cracking/Rutting	Medium
P11	Southern Parking Lot	---	184.6	45.7	Fatigue Cracking/Rutting	Medium

Subtotal, Partial-depth Patching	1,758. sys	435.1 ton
Contingency (20%):	351.6 sys	87.0 ton
Total:	2,109.7 sys	522.1 ton



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HMA PATCHING, FULL-DEPTH	
PATCH NO.	PATCH AREA (SQ. YD.)
F1	180.6
F2	294.0
F3	2,477.0
F4	1,002.4
F5	122.5
SUBTOTAL	4,076.4
CONTINGENCY (20%)	815.3
TOTAL	4,891.7

HMA PATCHING, PARTIAL-DEPTH	
PATCH NO.	PATCH AREA (SQ. YD.)
P1	111.1
P2	56.2
P3	62.7
SUBTOTAL	229.9
CONTINGENCY (20%)	46.0
TOTAL	275.9



LEGEND


-  HMA Patching, Full-Depth
-  HMA Patching, Partial-Depth

NOTES

LOT 6 NORTH HMA PATCHING LOCATIONS

PROJECT: Indiana Toll Road Parking Lot No. 6 MP 108
LOCATION: Elkhart County, IN
CLIENT: Abonmarche
TERRACON PROJ. NO.: CJ255106
SCALE: 1"=80'

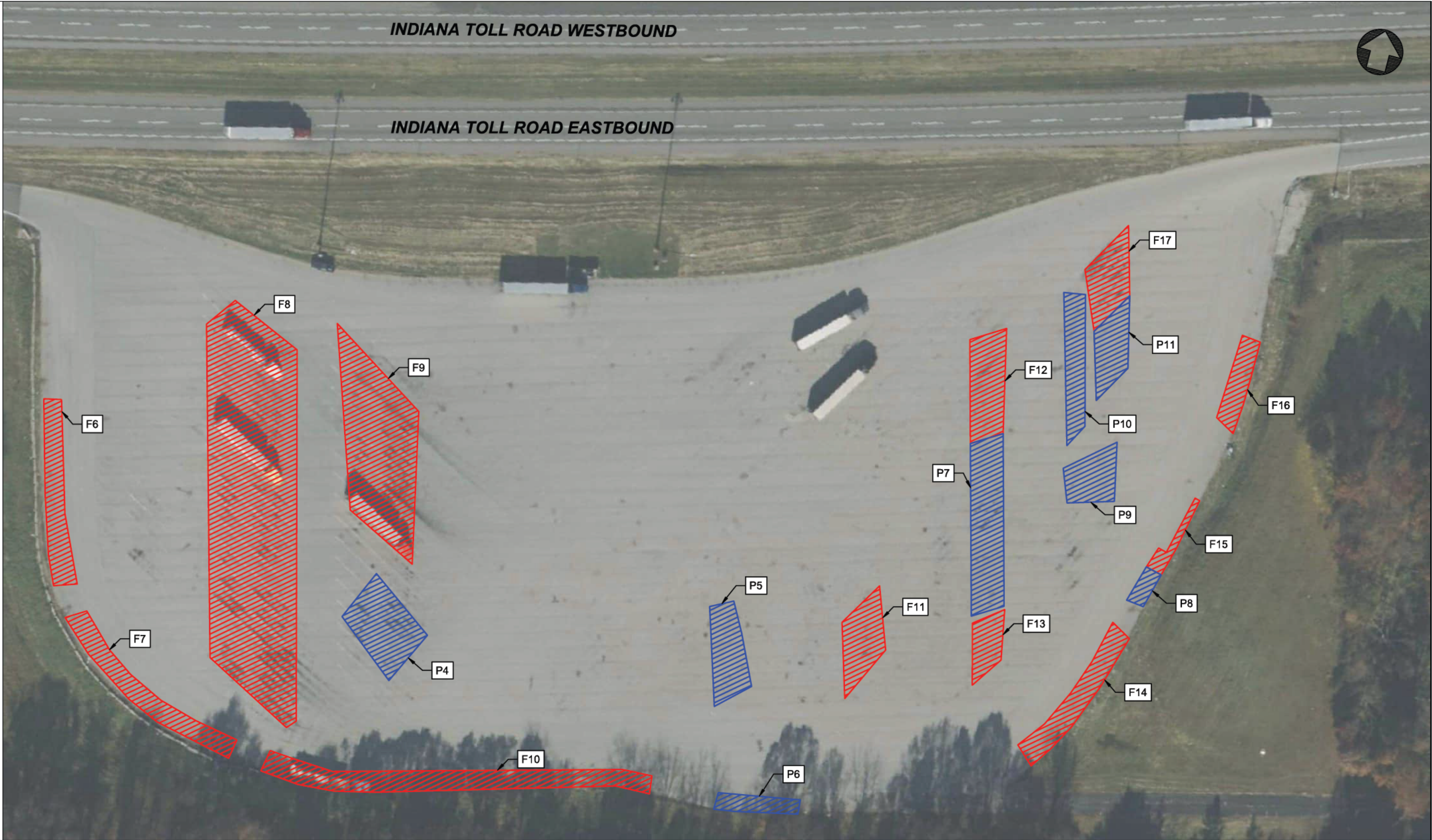
PROJECT ENG: VAS
APPVD. BY: KPH
DRAWN BY: BCM
DATE: 7/10/2025
SHEET NO.: CJ255106.B1





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HMA PATCHING, FULL-DEPTH	
PATCH NO.	PATCH AREA (SQ. YD.)
F6	287.8
F7	319.8
F8	2561.2
F9	923.7
F10	583.0
F11	228.0
F12	279.4
F13	130.2
F14	267.9
F15	57.4
F16	145.1
F17	217.5
SUBTOTAL	6001.1
CONTINGENCY (20%)	1200.2
TOTAL	7201.3

HMA PATCHING, PARTIAL-DEPTH	
PATCH NO.	PATCH AREA (SQ. YD.)
P4	344.1
P5	235.1
P6	103.4
P7	437.4
P8	50.2
P9	184.3
P10	219.0
P11	184.6
SUBTOTAL	1,758.1
CONTINGENCY (20%)	351.6
TOTAL	2,109.7



LEGEND

-  HMA Patching, Full-Depth
-  HMA Patching, Partial-Depth

NOTES

LOT 6 SOUTH HMA PATCHING LOCATIONS

PROJECT: Indiana Toll Road Parking Lot No. 6 MP 108
LOCATION: Elkhart County, IN
CLIENT: Abonmarche
TERRACON PROJ. NO.: CJ255106
SCALE: 1"=80'

PROJECT ENG:
VAS
APPVD. BY:
KPH
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BCM
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