



**ITR CONCESSION COMPANY LLC
3200 Cassopolis Street
Elkhart, IN 46514**

INVITATION FOR BIDS

**Date: February 24, 2026
Subject: Grape Road Sidewalk Rehabilitation**

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Overview

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

ITRCC is a privately owned company that finances, operates and maintains the Indiana Toll Road. The work for this project includes all steps, items, and materials necessary to complete the Scope of Work in accordance with current INDOT standards and specifications, the Special Provisions, and this invitation to bid (IFB). The contractor shall provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards. ITRCC requests bids from responsible contractors, if applicable 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 safety improvements including retaining wall, handrail, fencing, and sidewalk repair and also light poles and fixtures at mile marker 80.2 under Str. 30-3 on Grape Road.

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 May 30, 2026, (iii) 100 percent project completion by July 31, 2026.

- | | |
|--|-----------------------------|
| 1. Earliest Date to Begin Work | 3/27/2026 |
| 2. Substantial Completion of Project | 6/26/2026 |
| 3. Schedule Restrictions (No Closures/No Work) | <u>Holiday Restrictions</u> |



INSTRUCTIONS

Submit Bids To

Project Title: **Grape Road Sidewalk Rehabilitation**

Attn:

ITR Concession Company LLC

Ashley Traxler

Civil Infrastructure Area Engineer

Email: atraxler@indianatollroad.org

CC:

ITR Concession Company LLC

Procurement

Email: procurement@indianatollroad.org

CC:

ITR Concession Company, LLC

Infrastructure Department

Email: InfrastructureDept@indianatollroad.org

Due Date & Time for Submission:

Date: **03/13/2026**

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: atraxler@indianatollroad.org

CC: procurement@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
Ashley Traxler
Civil Infrastructure Area Engineer
Email: atraxler@indianatollroad.org

CC:

ITR Concession Company LLC
Procurement
Email: procurement@indianatollroad.org

CC:

ITR Concession Company, LLC
Infrastructure Department
Email: InfrastructureDept@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, 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. Recuring 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".
 - c. Conflict of Interest confirmation page
 - d. Contractor's Safety Management Plan
 - e. Completed Schedule of Pay Items Form
2. Bid Documents to be Provided by the Contractor.
 - a. Experience of company on projects with similar magnitude and complexity, including experience with transportation systems and related issues, and familiarity with the operations of the Indiana Toll Road.



- i. GENERAL MANAGEMENT & APPROACH
 1. Team Organization
 - a. Key Personnel
 2. Safety Plan
 3. Innovative Approach Strategies
 - b. CRITICAL PATH METHOD (CPM) PROJECT SCHEDULE CONSTRUCTION
 - i. Earliest Date to Begin Work
 - ii. Substantial Completion of Project
 - iii. Final Acceptance of Project
 - iv. The contractor must submit a request – and receive approval - for any and all lane closures and/or restrictions.
3. Submit bids electronically.

SPECIFIC TERMS AND CONDITIONS

INDOT Pre-Qualifications

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

Pre-qualification required for this Project: ____Yes ____X____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 the 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.



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 Grape Road sidewalks and facilities are currently experiencing significant safety failures and defects along the walkway. These failures manifest as missing, loose, and broken handrails and missing light poles, which pose risks to pedestrian safety. These defects manifest as missing blocks along the retaining wall, failing fencing and overhead protection, and cracks along the concrete sidewalk.

To address the identified issues, a comprehensive repair of the retaining walls, handrails, fencing, and overhead protection is imperative. This process aims to repair the existing damage 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 repair of the sidewalk and surrounding facilities. The ultimate goal is to restore the sidewalks to a safe and functional state. Contractors are invited to submit proposals that include a comprehensive lump sum bid.

SCOPE OF SERVICES

1. The contractor shall furnish all labor, materials, tools, and equipment necessary to perform the work as described in the plans and technical specifications.
2. Contractor is responsible for obtaining permission from adjacent property owners as necessary for access to the project or temporary storage of materials. Contractor shall take all necessary precautions to ensure that no damage is caused to any property during their operations including pavements, curbs, utilities, grass, and landscaping.
3. In the event that any ITRCC maintained, City of Mishawaka, or privately owned 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 property owner
4. 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. Site Restoration - restore all disturbed ground which includes reseeding.
 - c. The contractor shall furnish a detailed site logistics plan which identifies a response plan in the event of any unexpected power failures, etc.
 - d. The contractor shall take all necessary precautions to see that no damage is done to any existing ITRCC maintained property due to their operations.
 - e. 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.
 - f. Work includes all steps, items, equipment, and materials necessary to complete the work.
 - g. All work shall be completed in accordance with applicable industry codes and standards.
 - h. 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 other virtual meeting environments set by ITRCC once on-site work begins.



- i. Any lane closure must be requested in writing and will only be allowed in accordance with ITRCC's Lane Restriction Policy
 - j. Any lane closure on the City of Mishawaka's property must follow the City of Mishawaka's Lane Closure Policy.
5. Payment and Performance Bonds cost to be included in bid as per Sample Contract.
6. Major Milestones
- a. The contractor is required to provide confirmation that all items have been ordered or procured within 15 days of execution of contract, via email. Include lead times for material procurement and potential delays at time of confirmation.
 - b. Contractor is to have completed 50% of scope by May 30, 2026.
 - c. Contractor to reach 100% completion of scope no later than June 26, 2026

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

SCHEDULE OF VALUES

INDOT Item	Item Description	Quantity	Unit	Unit Price	Total Cost
105-06845	CONSTRUCTION ENGINEERING	1	LS		
110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS		
801-06775	MAINTAINING TRAFFIC	1	LS		
201-01015	CLEARING AND GRUBBING	1	LS		
202-52710	CONCRETE SIDEWALK, REMOVE	99	SYD		
604-06070	CONCRETE SIDEWALK, 4 IN.	99	SYD		
605-06120	CONCRETE CURB	60	FT		
502-11543	PCCP, 4 IN.	18	SYD		
	CONCRETE SIDEWALK, GRINDING	35	FT		
	SIDEWALK GROUT	1	CYD		
603-01932	FENCE, CHAIN LINK, 96 IN.	468	FT		
	FENCE, CHAIN LINK, OVERHEAD	168	FT		
604-95344	HANDRAIL, PEDESTRIAN – SPOT REPLACEMENT	652	FT		
202-90747	MODULAR BLOCK WALL, REMOVE	1,094	SFT		



732-11810	MODULAR BLOCK WALL	958	SFT		
807-04653	LIGHT POLE BASE FOUNDATION	1	EA		
	LIGHT POLE BOLT REMOVE AND REPLACE	56	EA		
807-04866	LUMINAIRE	20	EA		
805-11813	LIGHTING CONDUIT	50	FT		
802-03821	SIGN, SHEET, WITH LEGEND	8	SFT		
807-12206	LUMINAIRE, UNDERPASS	4	EA		
	PERMIT FEES	1	LSUM		

Alternate A: Replacement of Handrail

604-95344	HANDRAIL, PEDISTRIAN – SPOT REPLACEMENT	-652	FT		
604-95344	HANDRAIL, PEDISTRIAN – FULL REPLACEMENT	1135	FT		

Alternate B: Stain Retaining Wall

	MODULAR BLOCK WALL, STAIN	5391	SFT		
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APPENDIX A – SAMPLE CONTRACT
ATTACHED



