EXHIBIT 1

ABBREVIATIONS AND DEFINITIONS

[Provided Separately]

EXHIBIT 2

IFA-PROVIDED APPROVALS

[NOTE: ALL STATUS UPDATES TO BE REMOVED BY FINAL ADDENDUM]

1. Section A Categorical Exclusion, Level 3 (FHWA) –Included in RIDs as "Categorical Exclusion_1383332_1383336_Section A (Released for PI).pdf" dated 5/4/2015. **[*Status Update: Final approval is pending. Under review at INDOT.*]**

2. Section B Categorical Exclusion, Level 3 (FHWA) –Included in RIDs as "Categorical Exclusion_1383489_Section B (Final - Signed).pdf" dated 6/11/2015.

3. Section C Categorical Exclusion, Level 3 (FHWA) ***[Status Update: In-process, incomplete at this time.]***

4. Section 401 Water Quality Certification for Section A-B (IDEM) – Included in RIDs as "A_B_401-Permit I-69 Projects 1-3 6.18.15.pdf" dated 6/25/2015. Design-Build Contractor will be responsible for modifying to include work in Section C.

5. State Isolated Wetland General Permit for Section A-B (IDEM) – Included in RIDs as "A_B State Isolated Wetland General Permit.pdf" dated 6/11/2015. Design-Build Contractor will be responsible for modifying to include work in Section C.

6. Section 404 of the Clean Water Act Permit for Section A-B (USACE) – Design-Build Contractor will be responsible for modifying to include work in Section C. ***[Status Update: Received notification from the Corps that the RGP has been approved and mailed to INDOT. When received it will be placed on the RID.]***

7. Construction in a Floodway Permits for Section A (IDNR) - Included in RIDs as "A_Mud Creek CIF Permit 5.8.15.pdf" dated 5/12/2015 and "A_Sand Creek CIF Permit.pdf" dated 6/18/2015.

8. I-69/Campus Parkway (SR238) Interchange Justification Report – Included in RIDs as "TRAF IJRpt 1383489 for Roadway Services .pdf" dated 5/4/2015. ***[Status Update: Final approval is pending. Minors are revisions are in process for the IJR.]***

EXHIBIT 3

KEY PERSONNEL

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

Key Personnel Position:	Individual's Name:
Project Manager	[_____]
Construction Manager	[_____]
Construction Superintendent	[_____]
Lead Engineer	[_____]
Erosions and Sediment Control Manager	[_____]
Design Quality Manager	[_____]
Maintenance of Traffic Manager	[_____]
Utility Coordinator	[_____]

EXHIBIT 4
BONDS

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

EXHIBIT 4-A

FORM OF PERFORMANCE BOND

Bond No. _____

For

I-69 MAJOR MOVES 2020 EXPANSION PROJECT

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA" or Obligee") has awarded to **[*INSERT DESIGN-BUILDER'S NAME*]** (the "Design-Builder" or "Principal"), a Public-Private Agreement, I-69 Major Moves 2020 Expansion Project (the "Agreement") to design and build I-69 Major Moves 2020 Expansion Project (the "Project");

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

(a) remedy such default, or

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

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

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

Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____."

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

Principal (full legal name): _____

_____

Address: _____

_____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

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

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

EXHIBIT 4-B

FORM OF PAYMENT BOND

Bond No. _____

For

I-69 MAJOR MOVES 2020 EXPANSION PROJECT

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA" or Obligee") has awarded to **[*INSERT DESIGN-BUILDER'S NAME*]** (the "Design-Builder" or "Principal"), a Public-Private Agreement, I-69 Major Moves 2020 Expansion Project (the "Agreement") to design and build I-69 Major Moves 2020 Expansion Project (the "Project");

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

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

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

Principal (full legal name): _____

_____

Address: _____

_____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety (full legal name): _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

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

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

EXHIBIT 5

INVOICE AND INVOICE CERTIFICATE

Owner Name Date: xx/xx/xxxx

Address
Attention:

Project: Project Name
Agreement Number: Pxxx-xx-xxx
Purchase Order Number: xxxxxx
Invoice Number: xx

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

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

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

ADJUSTED TOTAL PREVIOUSLY BILLED:	$
REMAINING BUDGET:	$
NET AMOUNT DUE INVOICE #XXX	**$**

_____	_____	_____
Submitted by:	Name (Position)	Date
_____	_____	_____
Approved by:	Name (Position)	Date

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

WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
FREEWAY RAMPS							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
INTERCHANGE							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
ETC.							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$

WORK DESCRIPTION	BUDGET	PREVIOUSLY INVOICED		CURRENT INVOICE		REMAINING BUDGET	
		Percent Complete	Funds	Percent Complete	Funds	Percent	Funds
ETC.							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
ETC.							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
OTHER PROJECT INFRASTRUCTURE							
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
WBS Level 4	$	%	$	%	$	%	$
SUBTOTALS	$		$		$		$

DEDUCTIONS	PREVIOUSLY DEDUCTED	CURRENT DEDUCTIONS
Prohibited Lane Closures Liqudated Damages		
Faulty Pavement Liquidated Damages		
Etc.		
SUBTOTALS		

TOTAL DUE THIS INVOICE: $

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

_____

Design-Build Contractor Design Quality Manager

Date: _____

_____

Design-Build Contractor Construction Manager/Project Manager

Date: _____

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

_____

Design-Build Contractor Authorized Representative

Date: _____

EXHIBIT 6

DESIGNATION OF INITIAL AUTHORIZED REPRESENTATIVES

IFA Representatives:

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

Design-Build Contractor Representative:

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

EXHIBIT 7

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

Attachment 1: **Proposal Commitments & Clarifications**

Attachment 2: **ATCs**

ATTACHMENT 1 TO EXHIBIT 7

PROPOSAL COMMITMENTS & CLARIFICATIONS

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

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

ATTACHMENT 2 TO EXHIBIT 7

ATCS

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

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

[see attached]

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

EXHIBIT 8

FORM OF GUARANTY

THIS GUARANTY (this "Guaranty") is made as of _____, 20__ by _____, a _____ ("Guarantor"), in favor of the Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana ("IFA").

R E C I T A L S

_____, a _____, as design-builder ("Design-Build Contractor"), and IFA are parties to that certain Public-Private Agreement (the "Contract") pursuant to which the Design-Build Contractor has agreed to develop, design, and construct the Project. Initially capitalized terms used herein without definition will have the meaning given such term in the Contract Documents.

To induce IFA to (i) enter into the Contract; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

Design-Build Contractor is a _____. The Guarantor is _____. The execution of the Contract by IFA and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, IFA would not have entered into the Contract with Design-Build Contractor. Therefore, in consideration of IFA's execution of the Contract and consummation of the transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty.

a. Guarantor guarantees to IFA and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Design-Build Contractor arising out of, in connection with, under or related to the Contract Documents (including, without limitation, the Design-Build Contractor's obligation to make payment to IFA for liquidated damages, stipulated damages, and indemnity). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."

b. Guarantor covenants to IFA that if at any time the Design-Build Contractor should default in the performance when due of, observance when due of, or should commit a breach of, any of the Guaranteed Obligations, Guarantor shall promptly, upon written notice by IFA, perform or pay the Guaranteed Obligations or cause the performance or payment of the Guaranteed Obligations.

c. Guarantor expressly agrees that, to the extent Guarantor's obligations hereunder relate to obligations of the Design-Build Contractor which require performance other than the payment of money, IFA may proceed against Guarantor to effect specific performance thereof (to the extent that such relief is available). Guarantor hereby covenants and agrees to assume or to procure the assumption of the Contract Documents, and to perform or to procure the performance of all of the terms and conditions thereunder should any of the Contract Documents be disaffirmed or rejected by a trustee or court in a bankruptcy proceeding involving the Design-Build Contractor, or, at the option of IFA, Guarantor shall, in the event of the Design-Build Contractor's bankruptcy, make and enter into or have made and entered into, by one or more entities reasonably satisfactory to IFA, new contract documents for the balance of the term of the Contract Documents, which new contract documents shall be in form and substance identical to the replaced Contract Documents.

2. Unconditional Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Except as provided in Section 20, this Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, and whether or not enforceable against the Design-Build Contractor. If any payment made by the Design-Build Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged or otherwise affected by:

a. any change in the Contract Documents or the obligations thereunder, any change in the existence, structure or ownership of Guarantor or the Design-Build Contractor, or any dissolution, winding up, liquidation, insolvency, bankruptcy, reorganization or similar proceeding affecting the Design-Build Contractor, Guarantor or their respective assets or any defense that may arise in connection with or as a result of such dissolution, winding up, liquidation, insolvency, bankruptcy, reorganization or other proceeding;

b. the existence of any claim or set-off which the Design-Build Contractor has or Guarantor may have against IFA, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit;

c. any failure of consideration or lack of authority of the Design-Build Contractor, any lack of validity or enforceability, illegality or defect or deficiency, or any other defense to formation of the Contract Documents (or any term, condition or covenant thereof);

d. any change in the time, manner, terms, place of payment of, or any other term of all or any of the Guaranteed Obligations, or any other amendment, waiver of, or any consent to departure from any Contract Document executed in connection therewith;

e. the incapacity or lack of power or authority of, or dissolution or change in, the members or shareholders of the Design-Build Contractor; or

f. any other circumstance that might otherwise constitute a defense available to, or a discharge of, Guarantor with respect to the Guaranteed Obligations, other than performance or payment in full of the Guaranteed Obligations.

This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations, except as provided in Section 20.

3. Independent Obligations. Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Design-Build Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Design-Build Contractor is joined therein. The IFA may maintain successive actions for other defaults of Guarantor. The IFA's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been indefeasibly paid and fully performed.

a. Guarantor agrees that IFA may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Design-Build Contractor. Guarantor hereby waives the right to require IFA to proceed against the Design-Build Contractor, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement or stipulation between the Design-Build Contractor and IFA or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; (iii) any release of the Design-Build Contractor from any liability with respect to any of the Contract Documents; or (iv) any release or subordination of any collateral then held by IFA as security for the performance by the Design-Build Contractor of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents or the

pursuit by IFA of any remedies which IFA either now has or may hereafter have with respect thereto under any of the Contract Documents.

d. Design-Build Contractor and Guarantor acknowledge and agree that Guarantor's obligations and undertakings hereunder are derivative of, and not in excess of, the Guaranteed Obligations and Guarantor shall be entitled to all rights and defenses of Design-Build Contractor except as previously waived or disclaimed in this Guaranty. Notwithstanding any other term or provision of this Guaranty, in the event that the Design-Build Contractor's obligations have been changed by any modification, agreement or stipulation between Design-Build Contractor and IFA or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which Design-Build Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation.

4. <u>Liability of Guarantor.</u>

a. IFA may enforce this Guaranty upon the occurrence of a breach by the Design-Build Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between IFA and the Design-Build Contractor with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. IFA, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of the Design-Build Contractor, if and as permitted by the Contract, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of IFA in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that IFA may have against any such security, as

IFA in its discretion may determine, and (vi) exercise any other rights available to it under the Contract Documents.

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce an agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto; (iii) IFA's knowledge of or consent to the change, reorganization or termination of the corporate structure or existence of the Design-Build Contractor; (iv) any defenses, set-offs or counterclaims that the Design-Build Contractor may allege or assert against IFA in respect of the Guaranteed Obligations, except as provided in Section 20.

5. Waivers. To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of:

a. any right to require IFA to proceed against the Design-Build Contractor or any other Person or to proceed against or exhaust any security held by IFA at any time or to pursue any right or remedy under any of the Contract Documents or any other remedy in IFA's power before proceeding against Guarantor;

b. any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Design-Build Contractor or any other Person or the failure of IFA to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;

c. any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof;

d. any right or defense arising out of an election of remedies by IFA even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against the Design-Build Contractor or otherwise;

e. all notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Design-Build Contractor under any of the Contract

Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto;

f. any defense based upon any act or omission of IFA which directly or indirectly results in or aids the discharge or release of the Design-Build Contractor, Guarantor or any security given or held by IFA in connection with the Guaranteed Obligations;

g. any duty on the part of IFA to disclose to Guarantor any facts IFA may now or hereafter know about the Design-Build Contractor, regardless of whether IFA has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor. Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Design-Build Contractor and of all circumstances bearing on the risk of non-payment of any Guaranteed Obligations;

h. [the fact that Guarantor may at any time in the future dispose of all or part of its direct or indirect ownership or economic interests in the Design-Build Contractor]; and

i. any and all suretyship defenses under applicable law.

6. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Design-Build Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of IFA against the Design-Build Contractor, or any other security or collateral that IFA now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor is subordinated to all of the Guaranteed Obligations until such time as all Guaranteed Obligations shall have been indefeasibly paid in full. Whenever and for so long as the Design-Build Contractor shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor without the prior written consent of IFA. Any payment by Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for IFA.

7. Cumulative Rights. All rights, powers and remedies of IFA hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to IFA, whether at law, in equity or otherwise.

8. Representations and Warranties. In addition to the representations and warranties with respect to solvency set forth in Section 17, Guarantor represents and warrants that:

a. it is a corporation duly organized, validly existing, and in good standing under the laws of the State of [_____] and qualified to do business and is in good standing under the laws of the State of Indiana ***[INSERT GUARANTOR'S STATE OF INCORPORATION];***

b. it has all requisite corporate power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor and proof of such authorization will be provided with the execution of this Guaranty;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right, restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract Documents or referred to therein, the financial status of the Design-Build Contractor and the ability of the Design-Build Contractor to pay and perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the Contract Documents and is fully informed of the remedies IFA may pursue, with or without notice to the Design-Build Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Design-Build Contractor and will keep itself fully informed as to all aspects of the financial condition of the Design-Build Contractor, the performance of the Guaranteed Obligations and of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of IFA to disclose any matter, fact or thing relating to the business, operations or conditions of the Design-Build Contractor now known or hereafter known by IFA;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof;

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Entity which challenges the validity or enforceability of this Guaranty;

k. it is not subject to any outstanding judgment, rule, writ, injunction or decree of any Governmental Entity that adversely affects its ability to perform its obligations under this Guaranty; and

l. it derives a substantial direct or indirect economic benefit from the Contract.

9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State. Any suit must be brought in the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana. Design-Build Contractor hereby specifically consents to this jurisdiction.

10. Entire Document. This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by IFA referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

11. Severability. If any clause, provision, section, subsection or part of this Guaranty is ruled invalid (including invalid due to Change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, subsection or part shall not affect the validity or enforceability of the balance of this Guaranty, which shall be construed and enforced as if this Guaranty did not contain such invalid or unenforceable clause, provision, section, subsection or part.

12. Notices and Communications. Notices under this Guaranty shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by

telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All Notices to Guarantor shall be delivered to the following address or as otherwise directed by Guarantor

[Guarantor Name]
[Address]
Telephone:
Facsimile:
E-mail:

In addition, copies of all notices to proceed, Notices regarding Disputes, and suspension, termination and default Notices shall be delivered to the following persons:

[Other]
[Address]
Telephone:
Facsimile:
E-mail:

All Notices to IFA shall be marked as regarding the Project and shall be delivered to the following address or as otherwise directed by IFA's Authorized Representative:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director
Telephone: 317-233-4332
Facsimile: 317-232-6786
E-mail: ifa@ifa.in.gov

In addition, copies of all Notices to proceed, Notices regarding Disputes, and suspension, termination and default Notices shall be delivered to the following persons:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: General Counsel
Telephone: 317-233-4332
Facsimile: 317-232-6786
E-mail: ifa@ifa.in.gov

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, Notices sent by facsimile after 4:00 p.m. ET and all other Notices received after

5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by Design-Build Contractor's Authorized Representative and technical representatives designated by IFA.

13. Captions. The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

14. Assignability. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and IFA, but is not assignable by Guarantor without the prior written consent of IFA, which consent may be granted or withheld in IFA's sole discretion. Any assignment by Guarantor effected in accordance with this Section 14 will not relieve Guarantor of its obligations and liabilities under this Guaranty.

15. Construction of Agreement. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

16. No Waiver. Any forbearance or failure to exercise, and any delay by IFA in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

17. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty; Solvency.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Design-Build Contractor or by any defense which the Design-Build Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. IFA is not obligated to file any claim relating to the Guaranteed Obligations if the Design-Build Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of IFA so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and IFA that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve the Design-Build Contractor of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in

bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay IFA, or allow the claim of IFA in respect of, any such interest accruing after the date on which such proceeding is commenced.

18. **Attorneys' Fees**. Guarantor agrees to pay to IFA without demand reasonable attorneys' fees and all costs and other expenses (whether by lawsuit or otherwise, and including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by IFA in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

19. **Joint and Several Liability**. If the Guarantor is comprised of more than one individual and/or entity, such individuals and/or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to the Design-Build Contractor and the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

20. **Defenses**. Notwithstanding any other provision to the contrary, Guarantor shall be entitled to the benefit of all defenses available to the Design-Build Contractor under the Contract except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of the Design-Build Contractor and any other defense to formation of the Contract, and (c) defenses available to the Design-Build Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand.

21. **Additional Guarantor Waivers and Acknowledgements**.

a. Guarantor hereby waives any and all defenses it might have that liquidated damages or stipulated damages constitute a penalty or that they do not bear a reasonable relation to the actual damages.

b. GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON EXECUTION OF THIS GUARANTY. NO FORMAL ACCEPTANCE BY IFA IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS EFFECTIVE AS OF THE DATE HEREOF.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

_____
_____

By: _____
Name: _____
Title:_____

By: _____
Name: _____
Title:_____

EXHIBIT 9

FORM OF DESIGN-BUILDER'S CHANGE REQUEST

I-69 MAJOR MOVES 2020 EXPANSION PROJECT

CHANGE ORDER REQUEST NO. _____ CONTRACT NO. _____

SECTION I

Name:_____ Date:_____

Title: _____

Contract No:_____ Agreement No: _____

Company Name: _____

Description:

_____
_____
_____
_____
_____

Additions/Deletions/Modifications to Contract requirements:

Contract Requirement Addition/Deletion/Modification

_____ _____

Scope:

_____
_____
_____
_____
_____

Reason for Design-Builder Change Request:

_____
_____
_____
_____
_____

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

□ Yes □ No

Please Explain:

_____
_____
_____
_____
_____

_____
Design-Builder Project Manager
Date:

SECTION II: Cost Estimate

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

Payment Schedule Items Added/Deducted:

Activity No.	Description	Amount
_____	_____	_____

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

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

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

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

Section IIA

Lump sum price is $_____

Section IIB

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

[1] For patching unit prices, refer to PPA Sections 12.1.3.4 and 12.1.3.5.

Total of all items in above Table: $_____

Section IIC (Reference _____)

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

A. Design-Builder Labor (construction)
   1. Wages $ _____
   2. Labor benefits $ _____
   3. Subsistence and travel for craft labor $ _____
   4. Employer payment to supervisors $ _____

B. Design-Builder and Subcontractor Labor (professional services)
   1. Wages (Raw) $ _____
   2. Labor benefits $ _____
   3. Off-duty peace officers and patrol cruisers $ _____

C. Materials (with taxes, freight and discounts) $ _____

D. Equipment[1] $ _____

E. Subcontracts (Time and Materials cost) $ _____

F. Utility Direct Costs $ _____

G. Overhead and Profit
   1. Labor (20% of A) $ _____
   2. Materials (12% of C) $ _____
   3. Equipment (12% of D)
   4. Subcontracts (7% of E) $ _____
   5. Utility Direct Costs (7% of F) $ _____

H. Grand Total $ _____

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

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

SECTION III: Delay Analysis

The status of Substantial Completion is as follows:

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

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

The status of Partial Acceptance is as follows:

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

The status of Final Acceptance is as follows:

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

The status of the Interchange Completion is as follows:

- ❑ Unaffected by this Request for Change Order
  - ❑ Affected by (increasing) (decreasing) the Interchange Completion Deadline by _____ calendar days.
  - ❑ Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

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

1. Substantial Completion: _____
2. Partial Acceptance: _____
3. Final Acceptance: _____
4. Number of days of Project Float _____
5. Interchange Completion: _____
   (+ or - _____ days from base of _____ calendar days from initial Interchange Completion Deadline)

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

SECTION IV: Justification

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

SECTION V: Certification

Each Request for Change Order shall contain the following certification:

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

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

_____
Design-Build Contractor Authorized Representative

Date: _____

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

SECTION VI (Reviewed by IFA and INDOT)

_____
IFA Authorized Representative

Date_____

_____
INDOT Project Manager

Date_____

_____
INDOT AreaEngineer

Date_____

Comments:

_____
_____
_____

FORM OF CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT NO. _____

SECTION I

Originator: _____ Date:_____

- Title: _____

Contract No:_____

- Company Name:_____

DESCRIPTION:

_____
_____
_____
_____
_____

SCOPE:

_____
_____
_____
_____
_____

REASON FOR DESIGN-BUILDER CHANGE REQUEST:

_____
_____
_____
_____
_____

_____
Design-Build Contractor Project Manager
Date

SECTION II

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

Payment Schedule Items Added/Deducted:

Activity No.	Description	Amount
_____	_____	_____

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

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

Section IIA

Lump sum price is $_____

Section IIB

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

[1]For patching unit prices, refer to PPA Sections 12.1.3.4 and 12.1.3.5.

Total of all items in above Table: $_____

Section IIC

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

I. Design-Build Contractor Labor (construction)
   5. Wages[1] $ _____
   6. Labor benefits[2]) $ _____

J. Design-Build Contractor and Subcontractor Labor (professional services)

4.	Wages (Raw)	$ _____
5.	Labor benefits	$ _____
3.	Off-duty peace officers and patrol cruisers	$ _____

K.	Materials (with taxes, freight and discounts)	$ _____
L.	Equipment[1]	$ _____
M.	Subcontracts (Time and Materials cost)	$ _____
N.	Utility Direct Costs	$ _____
O.	Overhead and Profit	
6.	Labor (20% of A.1)	$ _____
7.	Materials (12% of C)	$ _____
8.	Equipment (12% of D)	$_____
9.	Subcontracts (7% of E)	$ _____
10.	Utility Direct Costs (7% of F)	$ _____
P.	Grand Total	$ _____

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

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

SECTION III

The status of Substantial Completion is as follows:

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

The status of Partial Acceptance is as follows:

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

The status of Final Acceptance is as follows:

- ❑ Unaffected by this Change Order Proposal

- ❑ Affected by (increasing) (decreasing) the date of Final Acceptance by _____calendar days.
- ❑ Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interchange Completion is as follows:

❑ Unaffected by this Request for Change Order

- ❑ Affected by (increasing) (decreasing) the Interchange Completion Deadline by _____ calendar days.
- ❑ Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

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

6. Substantial Completion: _____

7. Partial Acceptance: _____

8. Final Acceptance: _____

9. Number of days of Project Float _____

10. Interchange Completion: _____
(+ or - _____ days from base of _____ calendar days from initial Interchange Completion Deadline)

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

Section IV

Justification for Change Order with reference to the PPA:

_____
_____
_____

SECTION V: Certification

I, _____, the Authorized Representative of Design-Builder, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Change Order, and that (a) the amount of time and/or compensation requested is justified as to entitlement and amount, (b) the amount of time and/or compensation requested includes all known and anticipated impacts or

amounts, direct, indirect and consequential, which have been or may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Change Order is complete, accurate and current.

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

_____

Design-Build Contractor Authorized Representative

Date: _____

SECTION VI (Reviewed by IFA and INDOT)

_____

IFA Authorized Representative

Date_____

_____

INDOT Project Manager

Date_____

_____

INDOT Area Engineer

Date_____

Comments:

_____

_____

_____

SECTION VII (Approval by IFA Public Finance Director

_____

IFA Public Finance Director

Date

_____

Date

Comments:

_____

_____

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EXHIBIT 10

LIQUIDATED DAMAGES AND LANE CHARGES

[NOTE TO PROPOSERS: LIQUIDATED DAMAGES FOR PROHIBITED LANE CLOSURES AND LANE CHARGES ARE STILL UNDER REVIEW AND SUBJECT TO CHANGE]

Table 10-1 **Prohibited Construction Closures Liquidated Damages**		
I-69 Mainline NB or SB		
Category	**Unit**	**Amount**
Single Lane Prohibited Construction Closures during the following times:		
Peak Hours – **Weekdays 6 AM to 7 PM** **Weekends 11 AM to 7 PM**	15 minute	$5,000 per lane per 15 minutes per mile
Off Peak Hours – **Weekdays NB 7 PM to 9PM** **Weekends 9 AM to 11 AM**	Hour	$10,000 per lane per hour per mile
Night-time – **Weekdays NB 9PM to 6 AM** **Weekdays SB 7 PM to 6 AM** **Weekends 7 PM to 9 AM (except Monday AM)** **Holidays 9 PM to 6 AM**	Occurrence	$2,500 per occurence
I-69 Mainline NB or SB		
Category	**Unit**	**Amount**

Table 10-1 Prohibited Construction Closures Liquidated Damages		
Full Roadway Prohibited Closures during the following times:		
Peak Hours – **Weekdays 6 AM to 7 PM** **Weekends 11 AM to 7 PM** **Holidays 6 AM to 9 PM**	15 minute	$20,000 per 15 minutes per mile
Off Peak Hours – **Weekdays NB 7 AM to 9 PM** **Weekends 9 AM to 11 AM**	15 minute	$10,000 per 15 minutes per mile
Night-time – **Weekdays NB 9PM to 6 AM** **Weekdays SB 7PM to 6 AM** **Weekends 7 PM to 9 AM (except Monday AM)** **Holidays 9 PM to 6 AM**	15 minutes	$1,250 per 15 minutes per mile
Other ramps and roadways		
Category	**Unit**	**Amount**
Prohibited Construction Closures of any ramp or other roadway during the following times:		
Peak Hours – **Weekdays 6 AM to 7 PM** **Weekends 11 AM to 7 PM** **Holidays 6 AM to 9 PM**	15 minutes	$2,500 per 15 minutes per mile
Off Peak Hours –	Hour	$5,000 per hour

Table 10-1 Prohibited Construction Closures Liquidated Damages		
Weekdays NB 7 PM to 9PM **Weekends 9 AM to 11 AM**		per mile
Night-time – **Weekdays NB 9PM to 6 AM** **Weekdays SB 7PM to 6 AM** **Weekends 7 PM to 9 AM (except Monday AM)** **Holidays 9 PM to 6 AM**	Hour	$1,000 per hour per mile

Notes to Tables:

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

Table 10-2 Lane Charges		
Category	**Unit**	**Amount**
Single Lane or Full Roadway Construction Closures during the following times:		
Peak Hours – **Weekdays 6 AM to 7 PM** **Weekends 11 AM to 7 PM**	Hour	$10,000 per lane per hour per mile
Off Peak Hours – **Weekdays NB 7 PM to 9 PM** **Weekends 9 AM to 11 AM**	Hour	$5,000 per lane per hour per mile
Night-time – **Weekdays NB 9 PM to 6 AM** **Weekdays SB 7 PM to 6 AM** **Holidays 9 PM to 6 AM** **Weekends 7PM to 9 AM (except Monday AM)**	Hour	No Lane Charge

Notes to Tables:

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

Table 10-3 Liquidated Damages for Critical Work Activities		
Category	**Unit**	**Amount**
Faulty Temporary Pavement	For each period of non-comformance with the Technical Provisions Section 11.2 lasting more than 12 hours after notification and up to 18 hours without full cure	$5,000 per any instance or instances that occur(s) in any one mile segment measured from Station 263+40 Line A to the end of the Project
	For each period of non-conformance lasting more than 18 hours and up to 24 hours without full cure	$10,000 per each instance or instances that occur(s) in any one mile length measured from Station 263+40 Line A to the end of the Project
	For each period of non-conformance lasting 24 hours and each additional 24 hour period thereafter without full cure	$15,000 per each instance or instances that occur(s)in any one mile length measured from Station 263+40 Line A to the end of the Project
Maintaining Lights, Electrical and Related Items Other Than Traffic Signals	For each period of non-conformance with Technical Provisions Section 4.1 lasting 72 hours after notification and each additional 24	$1,000 per each instance or instances that occur(s) within a one-tenth (0.1) mile length measured from Station 263+40 Line A to the end of the Project

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

Note to Table:

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

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

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