



**State of Indiana
Department of Transportation
Request for Information (RFI)
Litter and Debris Removal
RFI# 2507**

Issuance Date: 7 July 2025

Response Due Date: 8 August 2025

Time Due: 12:00 p.m. (Eastern Daylight Time)

Submit responses to the RFI to: ContractsRFP@indot.in.gov

I. Purpose of Request for Information (RFI)

This RFI is being issued by the Indiana Department of Transportation (INDOT) to solicit essential information pertaining to the abatement of litter and debris from within the bounds of the right-of-way limits of INDOT maintained roadways throughout the state to provide a functional, safe and well-kempt travel corridor for the motoring public.

For the purpose of standardization of terms for this inquiry, the following definitions are provided:

Litter: any object that is 1 in. by 1 in. by 1 in. or larger in size that is not normally intended to be in the right-of-way. Examples include, but are not limited to, metal; paper; glass; wood; plastics, to include foam; vehicle parts, to include body components, tires and tire debris; building materials and furnishings; packaging materials; tools; ladders; dead animals; or any other foreign material.

Debris: any object that is not normally intended to be on the paved surface that has the potential to create hazardous conditions for motorists, pedestrians, or other people. Examples include, but are not limited to, metal; paper; glass; wood; plastics, to include foam; vehicle parts, to include body components, tires, and tire debris; building materials and furnishings; packaging materials; tools; ladders; dead animals; loose soil, aggregates and other forms of sediments; or any other foreign material or objects that may cause motorists to brake, evade, or otherwise impact normal driving, or inhibit stopping under emergency conditions on paved shoulders.

II. Background

INDOT currently utilizes state personnel, contracted services, sponsored services and volunteer groups to conduct litter collection on Indiana's highways and interstate system.

In addition to sweeping agreements with municipalities, INDOT maintenance staff currently execute debris collection operations on roadways as needed utilizing both manual and mechanical means. Some examples of means that INDOT utilizes beyond hand removal/collection, include trucks equipped with magnets such as a Storch SuperMag, mechanical collectors such as the Barber Road Rake, pick-up brooms, and sweepers such as the Global M4HSD or Elgin's Broom Badger and Bear.

INDOT maintenance personnel collect litter from the right-of-way in day-to-day operations and as necessary to maintain a safe travel corridor. These collections occur along all roadways managed by the Department.

For collections conducted by volunteer groups, which are focused on one-mile minimal length segments on US and State Routes not under contractual litter collection services and outside of municipality boundaries, collections are to occur at least twice per calendar year. To recognize the efforts of the group, INDOT installs and maintains a recognition panel sign displaying the name of the group at both ends of the segment. For more information on the Adopt-A-Highway program visit the program website: <https://www.in.gov/indot/current-programs/green-initiatives/roadside-management-program/adopt-a-highway-program/>

For sponsored services, currently only available in the greater Indianapolis interstate network, collections are to occur monthly. Third party vendors supply collection services on behalf of sponsors. The vendors also install and maintain a recognition panel sign displaying the sponsor's logo at the beginning of the

sponsored segment. For more information on the Sponsor-A-Highway program visit the program website: <https://www.in.gov/indot/current-programs/green-initiatives/roadside-management-program/sponsor-a-highway-program/>

For those areas that are collected by contracted services these collections occur in the form of cycles over the contracted location. The frequency of collection varies from five cycles per year (occurring during the months of March through November) to every thirty days (i.e., monthly) on some routes and as frequent as every two weeks on others. On contracts with the biweekly collections, during the inclement weather of the winter months, cycles are less frequent. An example contract is included as Appendix A in this document.

III. Presentation of Information

INDOT is interested in collecting input on means and methods of litter and debris abatement. For parties interested as potential contractors and/or equipment manufacturers pertinent to the subject of this RFI, the Department seeks feedback regarding the current (Appendix A) and draft (Appendix B) contract specifications provided herein, and any other suggested terms and conditions of contractual services. The Department intends to take feedback into consideration of developing a program to address litter and debris. All feedback, input, and other information is welcome. The Department is still in the information collection phase of this project and in-turn appreciates all contributions.

IV. Questions

All questions, inquiries and/or request for information related to this RFI shall be directed to: ContractsRFP@indot.in.gov. All questions, inquiries and/or request for information relating to this RFI must be in writing and received no later than **10:00 a.m. (Eastern Daylight Time) on 4 August 2025**.

Questions and answers will be posted on INDOT's website at: [INDOT: Doing Business with INDOT: Request for Information](#).

After the deadline for submitting questions, inquiries and/or request for information passes, INDOT will review the questions, inquiries and/or request for information received, but INDOT reserves the right to determine whether to respond and post the questions and answers on INDOT's website.

INDOT will not respond to telephone or other oral questions, inquiries and/or request for information for this advertised RFI.

V. Agency Liability and Confidential Information

This Request for Information (RFI) is only a request for information about potential services and no contractual obligation on behalf of INDOT whatsoever shall arise from the RFI process. It does not constitute a Request for Qualifications (RFQ), a Request for Proposals (RFP), or other solicitation, nor does it constitute the commencement of any other type of procurement process. Moreover, it does not represent a commitment to issue an RFQ or an RFP in the future. Therefore, those choosing to respond to this RFI will not, merely by virtue of submitting such a response, be deemed to be "bidders" in any sense, and no such respondent will have any preference, special designation, advantage or disadvantage whatsoever in any subsequent procurement process related to this RFI.

This RFI does not commit INDOT to pay costs incurred in the preparation or submission of any response to the RFI.

By submitting a response to this RFI, you grant to INDOT a fully paid-up, worldwide, royalty-free, irrevocable, perpetual, and nonexclusive license to use any idea, information, process, or other material submitted with your response, and regardless of whether such ideas, information, processes, or other materials are patented or subject to other laws governing the protection of intellectual property, including, without limitation, trade secret and unfair competition laws. Nothing in this RFI will impair this right of use on behalf of INDOT.

Respondents are advised that materials contained in their responses are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and after the execution of a related contract, may be viewed and/or copied by any member of the public, including news agencies and competitors.

The use of brand names does not imply endorsement or support for any products, services, or organizations mentioned herein. The Indiana Department of Transportation explicitly disclaims any endorsement of third-party products or services unless otherwise stated.

Appendix A: Example of Former Litter Collection Specifications

ROADSIDE LITTER AND DEBRIS COLLECTION

Description

This work shall consist of the pickup and removal of litter and debris from within the bounds of the apparent right-of-way limits as designated on the work location sheet.

Construction Requirements

A preconstruction conference will be scheduled within two weeks after the award of the contract to review plan of work, equipment, starting dates, operational procedures, traffic control, and other appropriate details. The Contractor shall examine the area in detail to determine the type of equipment required for the operation. The Department reserves the right to specify starting points and direction of work at the preconstruction conference.

A cycle may be adjusted or eliminated partially, or entirely, at the discretion of the Department.

The Contractor shall perform all work only during daylight hours, one-half hour after dawn to one-half hour before dusk. Failure to comply with this requirement will result in an immediate suspension of all work operations and will result in the assessment of a penalty of \$250.00 for each occurrence. Operations will remain suspended until approval has been given by the Department for work operations to continue.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances and regulations governing safety. Provide all safeguards needed for employees and equipment. The Contractor shall secure any and all permits and licenses that may be required. All operators and other employees shall wear safety vests that conform to OSHA, MUTCD and Work Zone Safety Manual regulations on the job site at all times. An OSHA approved hard hat shall be worn during the operation by any person outside of a vehicle's passenger compartment.

Operations shall not occur on State or Federal Holidays, in accordance with 108.08. Operations may only occur on Saturday or Sunday with written Department approval.

The Contractor's personnel shall be in accordance with 108.07 and shall be able to physically perform the work. Every work crew will have a supervisor, who can speak and understand English and be equipped with an operating cell phone. All drivers shall possess a valid applicable driver's license for operating vehicles.

Maintenance of Traffic

Maintenance of traffic shall be in accordance with 104.04 and 801.03. Work Crew Supervisors shall be certified by the American Traffic Safety Services Association, ATSSA, in Work Zone Safety. All work will have traffic control plans that conform to the Indiana Work Zone Traffic Control Guidelines and shall be as approved by the Department at the preconstruction meeting and may require modifications at any time, if such actions are deemed necessary by the Department.

In accordance with the 2017 Indiana Department of Transportation Interstate Highways Congestion Policy, vehicles shall not be permitted to remain on a paved shoulder for more than 30 minutes in any given interstate segment. If a vehicle must remain with the work crew for more than 30 minutes, the vehicle shall be parked off of the paved surface on the grass median or shoulder. Work shall not occur from 4:00 pm to 6:00 pm, Monday through Friday. Work shall not impact the

flow of traffic and the Department reserves the right to suspend work during periods of high traffic flows.

Protection of the traveling public and of the work crew shall be provided during the operation through the use of traffic control devices in accordance with 107.12. Certified flaggers shall be provided for traffic control as necessary in accordance with 801.16. Each vehicle in the operation shall display the slow moving vehicle emblems when operating at speeds of 25 mph or less. The slow moving vehicle emblems shall be removed when the vehicles are operating at speeds greater than 25 mph.

A rear escort vehicle shall follow the slow moving equipment at a distance of 1,000 ft and may operate in the travel lane or on the paved shoulder if the operation requires operating on the paved surface. The rear escort vehicle shall be equipped with a rear facing flashing arrow sign type C mounted above a rear facing W21-5 "Shoulder Work" sign.

A minimum of two "Shoulder Work Next 5 Miles" signs shall be placed as shown on the plans. A "Shoulder Work Ahead" sign shall be placed where work crews are working outside the limits of the signs. All such signs shall be 48 in. by 48 in. in size. Signs shall be mounted such that the vertical distance between the bottom of the sign and the edge of pavement shall be more than 18 in., as shown in the Indiana Manual of Uniform Traffic Control Design. These signs shall be placed at the shoulder edges. Flaggers, warning signs, barricades, or other suitable protective and warning devices shall be placed not less than 300 ft in each direction from the work site at any time operations have the potential to obstruct the flow of traffic.

Equipment

All vehicles used in the operation shall be equipped with a minimum of two amber lights in accordance with 801.14. Such lights shall be visible to all approaching traffic for a distance of 1,000 ft. The lights shall be strobing, flashing, oscillating or rotating, directed beam lights. The lights shall also be utilized by all vehicles used to install, remove, maintain, or repair warning signs.

Operations shall be performed with approved equipment:

- All equipment shall be in accordance with all prevailing OSHA regulations.
- All equipment shall be in good working order so as to minimize environmental impact.
- The company name, unique identifier such as #5 or #15, and phone number on each piece of driven motorized equipment or vehicle in a location on the unit that is generally visible to the public. The Contractor shall use lettering that is a minimum of 3 in. in height.
 - Example: JOHNS LITTER CO #2

1-800-800-8000

The Contractor shall park or store equipment that is idle or not in use, such as during break times, lunch time, or overnight, away from the outside shoulder of the roadway behind the guardrail, or outside the clear zone as directed by the Department. The Contractor shall not park equipment in median areas, gore areas, or on the shoulders of the roadway.

Prosecution of Work

The Contractor shall pickup and remove litter and debris from the entire right-of-way to include, but not limited to: right-of-way fences, roadway ditches, catch

basins, drop boxes, material accessible from the outside of any drainage structure, areas behind guardrails, medians, and interchanges that is of size that throwing and shredding of the litter and debris may occur as a result of a mowing operation. Pickup and removal of litter and debris such as, but not limited to: paper, glass, wood, tires, metal, plastic containers, and Styrofoam type products. No more than 20 ping pong ball sized pieces, 2 in. by 2 in. by 2 in., or larger debris shall remain within 24 hours after pickup in any 0.1 mile stretch, or to the satisfaction of the Department.

Areas that are inaccessible or are deemed unsafe for operations as determined by the Engineer will not require collections. Such areas shall include, but are not limited to: concrete barrier walls with narrow shoulders or areas where construction zone traffic patterns do not allow for safe operation due to altered traffic patterns. Every effort to collect areas that exhibit chronic standing water shall occur wherever possible, provided it is safe for the worker to do so.

The Contractor's personnel shall not touch or attempt to remove materials that may be toxic or otherwise hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, medical waste, syringes, hypodermic needles and dead animals. The Contractor shall report any suspicious activities or inappropriate utilization of the right-of-way to the proper Authorities and notify the Department of such circumstances upon each occurrence.

The Contractor shall remove litter and debris that has been collected through the course of a day from the project at the end of each work day and dispose of it off of the right-of-way. Bags shall not be left on any paved shoulder during litter pickup operations. The Contractor shall dispose of all litter and debris in accordance with 202 and approved practices and procedures as set forth by the Indiana Department of Environmental Management and Indiana's solid waste guidelines.

Failure to pick-up and remove litter and debris in a proper and timely manner or failure to remove the collected litter and debris at the end of each work day will result in an immediate suspension of all work operations and will result in the assessment of a penalty of \$1000.00 for each occurrence. Operations will remain suspended until the situation has been corrected and approval has been given by the Department for the operation to resume.

The Contractor shall not damage turf areas, slopes, trees, shrubs, signs, delineator posts, or other roadside features during operations. The Contractor shall not travel off the paved portion of the roadway when turf and soil conditions are wet to the point that turf damage or rutting will occur. In the event that damage does occur, replacement or repair of damage to turf, slopes, trees, shrubs, signs, delineator posts, or other roadside features, to include mailboxes, shall be in like kind at the direction of the Department and at no cost to the Department. A penalty of \$500.00 per occurrence will be assessed the Contractor for each occurrence where the Contractor fails to repair or replace a damaged highway sign or delineator that was damaged as a result of the operations.

The Department will grant a delay for each day the Contractor cannot work due to inclement weather conditions that prevent operations. In the event the ground is covered with snow, cleaning will not be required, but shall resume when the snow has melted sufficiently to allow for removal of litter and debris. Work delay days will be as approved in writing by the Department. Approved delay days will not be counted in the required completion time. If snow or frozen conditions persist through the duration of a cycle, that cycle will be canceled without payment to the Contractor.

Operations in Construction Zone

The Contractor shall coordinate the work with other contracts that may be in progress within the vicinity of this Contract in accordance with 105.07. The Department will determine the relative priority to give to work phasing on the various projects when there is a conflict.

Reporting and Inspection of Work

Prior to the Contractor beginning work, a plan of work indicating the planned routes and corresponding dates shall be provided to the Department. This plan shall be submitted to the Department at the time of the preconstruction conference. The Contractor shall adhere to this plan of work. The Contractor shall notify the Department of any deviation from the originally submitted plan for approval.

The Contractor shall inform the Department of the beginning and ending point to the nearest reference post each day.

Estimated quantities of litter and debris shall be reported for each centerline mile. A digital copy of a Microsoft Excel spreadsheet shall be provided to the Department that will tabulate the estimated quantities at the completion of each collection cycle. Estimated quantities shall be reported as a bag count, to include size of bag used such as a 30 or 50 gallon, weight and estimated cubic yards. These estimates shall include all materials collected. The Contractor shall inform the Department of the number of workers utilized and the beginning and ending point of the work performed and to the nearest reference post or other identifiable roadside feature each day.

The Contractor will be notified verbally, and in writing, that according to observations by the Department, the Contractor has failed to perform the work according to the requirements as shown on the plans in a given segment as scheduled. Within eight business hours of notification, the Contractor shall present a remedy to the Department for approval. If after an additional eight business hours, the Department observes that corrections have not been performed, the Contractor will be notified. A penalty of \$1,000.00 per calendar day that the work is not completed will commence until corrections are completed to the satisfaction of the Department.

Price Adjustments

Revisions to the unit price for the original bid price of the contract may be revised with a one-time price increase for up to 2% of the original contract amount at the request of the Contractor at the time of each contract renewal. The request shall provide justification for the increase and shall be received at least 30 calendar days prior to the requested date for the increase. If the price increase is denied, the Contractor may withdraw from the contract at the next renewal period without prejudice upon written notice and only with approval by the Department. Notice of withdrawal shall be provided a minimum of 45 calendar days prior to the effective date.

Changes and Modifications to the Contract

During the period of the contract, modification will not be allowed in any of its conditions and specifications unless the Contractor receives electronic or written approval from the Department. If the Contractor finds at any time that existing conditions make modification necessary, the Contractor shall notify the Department within 48 hrs. The Department reserves the right to add new and similar items to the contract with the consent of the Contractor. If a modification is agreeable to both parties, the Department will issue a modification via change order in accordance with 109.05. Until such time as the Contractor receives a modification, the Contractor shall not act upon modifications from any agency referencing such

items or services until both the Contractor and the Department have appropriate documentation.

Contract Extensions

This contract is for a period of one calendar year and may be extended up to five additional times for a total of six calendar years. However, the contract may be terminated at any time with a 30 day written notice to the Contractor at the discretion of the Department. Should the contract be terminated, there will be no additional payments made to the Contractor.

Method of Measurement

Litter removal will be measured by the length of roadway adjacent to the areas where the litter is removed.

Basis of Payment

Litter removal will be paid for at the contract unit price per cycle per centerline mile for the cycle number shown on the Schedule of Pay Items. Payment will be based on the quantities completed.

Payment will be made under:

Pay Item	Pay Unit Symbol
Litter, Remove.....	CLM
The cost of operations including, but not limited to, collections, dumping, maintenance of traffic, construction signs, repair of damage, and other necessary incidentals shall be included in the cost of this work.	
If a cycle is eliminated entirely, payment will be made in the amount of 5% of the cost of such eliminated cycle.	
Payment of litter and debris collection and disposal shall be full compensation for performing all required litter removal operations. Partial payment for litter removal on each cycle shall be made upon the successful completion of that cycle.	

Appendix B: Draft Litter and Debris Specification

LITTER AND DEBRIS COLLECTION

Description

This work shall consist of the collection and removal of litter and debris from within the bounds of the apparent right-of-way limits as designated on the work location sheet.

Definitions**(a) Litter**

Litter is defined as any object that is 1 in. by 1 in. by 1 in. or larger in size that is not normally intended to be in the right-of-way. Examples include, but are not limited to, metal; paper; glass; wood; plastics, to include foam; vehicle parts, to include body components, tires and tire debris; building materials and furnishings; packaging materials; tools; ladders; dead animals; or any other foreign material.

(b) Debris

Debris is defined as any object that is not normally intended to be on the paved surface that has the potential to create hazardous conditions for motorists, pedestrians, or other people. Examples include, but are not limited to, metal; paper; glass; wood; plastics, to include foam; vehicle parts, to include body components, tires, and tire debris; building materials and furnishings; packaging materials; tools; ladders; dead animals; loose soil, aggregates and other forms of sediments; or any other foreign material or objects that may cause motorists to brake, evade, or otherwise impact normal driving, or inhibit stopping under emergency conditions on paved shoulders.

Prosecution of Work

The Contractor shall submit a Project Work Plan to the Engineer at the preconstruction conference. All work areas and associated roadways shall be examined in detail to develop an appropriate Project Work Plan. At a minimum, the Project Work Plan shall include a list of equipment the Contractor intends to use, operational and safety procedures, a maintenance of traffic plan, and a schedule which includes the anticipated work durations for each route and the order the Contractor anticipates operating. The Department reserves the right to specify starting points and direction of work at the preconstruction conference or upon review of the Project Work Plan. Work shall not begin until the Project Work Plan is approved by the Engineer. Upon approval, the Project Work Plan shall be incorporated into the contract documents. Department approval of the Project Work Plan only confirms general conformance with the contract documents and shall not be interpreted as relieving the Contractor from the obligation to protect the safety and welfare of workers and of the traveling public.

Operations shall not occur on State or Federal Holidays, in accordance with 108.08, unless otherwise approved by the Department in writing. The Department reserves the right to limit operations to off-peak travel hours when it is determined that such operations would cause the least interruption to the flow of traffic. The Department reserves the right to limit operations due to special events or when the traffic control plan may conflict with another project.

In accordance with the Indiana Highway Congestion Policy, IHCP, some operations are not subject to the Interstate work time restrictions if they do not encroach on Interstate lanes which are open to traffic, with the exception of urban Interstates, which are restricted in accordance with Appendix B of the IHCP. All operations shall adhere to the IHCP.

Unless required otherwise by the IHCP, work shall be performed only during daylight hours, beginning one-half hour after dawn and ending one-half hour before dusk. Failure to comply with the daylight hour work requirements will result in an immediate suspension of all work operations. Operations will remain suspended until approval has been given by the Department for work operations to safely resume.

Workers and the public shall be protected from harm and from damage to property in accordance with 107.08. The Contractor shall hold a daily safety briefing to review the use of proper safety procedures and personal protective equipment, PPE, for the day's activities; and ensure that workers assigned to operate equipment, and vehicles are provided adequate training.

All workers shall use appropriate PPE. PPE shall be in accordance with the requirements of 103.08 and 107.08 and shall be used in accordance with the equipment manufacturers' operating manuals and recommendations. PPE shall include Class 2 or 3 high-visibility safety apparel, hard-toed footwear, and protective handwear. Where workers are not fully enclosed inside equipment, additional PPE shall include Type 2 hard hats, with top and side impact protection, and ANSI Z87.1 eye protection.

Workers shall be trained to identify wild parsnip, poison hemlock, poison ivy, and giant hogweed. Soap and water, or a cleanser designed to remove plant borne allergen oil, shall be available to workers who encounter plants which can cause skin reactions.

The Contractor's personnel shall be able to perform the work in accordance with 108.07. Work crew supervisors shall be equipped with cell phones.

The Contractor shall comply with all laws, in accordance with 107.01. Permits and licenses shall be secured in accordance with 107.02.

Maintenance of Traffic

The Contractor shall prepare and submit a maintenance of traffic plan in accordance with 801 and the MUTCD as part of the Project Work Plan. A site-specific maintenance of traffic plan, encompassing all sections of roadway will not be included in the bid documents. The Contractor shall identify all non-standard roadway geometry and roadway conditions and include maintenance of traffic details which protect the traveling public, protect workers, and minimize traffic delays. If unanticipated working conditions are encountered which require the maintenance of traffic plan to deviate from the approved Project Work Plan, the Contractor shall request a modification to the Project Work Plan.

In accordance with 801.03, a Traffic Control Supervisor, as certified by the American Traffic Safety Services Association, ATSSA, or approved equal certifying organization, shall direct all field layout, placement, operation, maintenance, and removal of temporary traffic control devices. The Traffic Control Supervisor may designate an ATSSA-certified Traffic Control Technician for day-to-day oversight of the maintenance of traffic. All flagging operations shall be performed by an ATSSA-certified flagger.

Traffic control devices shall be provided in accordance with 107.12, 801, the contract documents, and as required by the Engineer.

A minimum of two "Road Work Ahead", "Road Work Next 5 Miles", "Shoulder Work", or similar advanced warning signs shall be provided, one sign per direction of travel, placed on the edge of each shoulder, and in advance of operations. A minimum of four advanced warning signs shall be placed along divided highways, one on each side of the road, for each direction of travel. The above-mentioned

advanced warning signs shall be placed no more than five miles and no less than a ½ mile in advance of operations. The Contractor may place an additional series of advanced warning signs up to 10 miles in advance of operations to minimize the need to move signs. The placement of advanced warning signs shall not exceed 10 miles in advance of the work zone.

Escort vehicles, flaggers, and additional temporary traffic control devices, in accordance with the contract documents, shall be utilized when operations have the potential to cause unsafe working conditions, or the potential to restrict the flow of traffic.

Work shall be limited to the shoulder or the embankment wherever possible to minimize traffic disturbances, in accordance with 107.08(c). Equipment shall not encroach on lanes, except where there is no alternative path to traverse an obstacle, such as traversing a bridge. When temporarily encroaching on a lane is required, traffic control shall be in accordance with the MUTCD for a mobile operation. Equipment shall not stop in a travel lane at any time.

Equipment

All motorized equipment and vehicles used in operations as well as those used to install, maintain, repair, and remove traffic control devices shall be equipped with rear view mirrors and a minimum of two amber lights. Amber lights shall be in accordance with 801.14(d). Identification placards, with lettering that is a minimum of 3 in. in height; visible and legible to the traveling public; and displaying the Contractor's name, telephone number, and a unique equipment identifier for each vehicle, such as #1, #2, #3, etc., shall be affixed to all tracked or wheeled, motorized equipment.

For example: JOHN'S LITTER & DEBRIS CO. #5; 1-800-800-8000.

In accordance with 107.08(c), the Contractor shall park or store equipment that is idle, or not in use, such as during break times, lunch, or overnight, behind a guardrail, beyond the ditch line, outside the clear zone, beyond the right-of-way limit when approved by the property owner, or as directed by the Engineer. The Contractor shall not store equipment in median areas, gore areas, or on the shoulders of the roadway.

Debris collection that necessitates sweeping shall be conducted with a vacuum-based, dustless sweeper. Mechanical collectors may be used in conjunction with the vacuum-based sweeper for the purposes of collecting larger debris, provided that no discernable dust is generated that can move away from the site of work in accordance with 107.08 and 326 IAC 6-4-1. Mechanical collectors alone do not satisfy sweeping requirements. Brooms, or devices that move debris from one point to another are not acceptable sweeping measures. Materials being swept must be collected and removed from the right-of-way.

Construction Requirements

(a) Litter Removal

- 1) Keep the right-of-way and all non-primary travel surfaces in a well-kempt condition, removing litter, as observed. No more than 20 pieces of litter per roadside mile shall be visible when traveling at posted speeds from the traveled way, to include ramps and any connected roadways, or as visible from adjacent public ways and to the satisfaction of the Engineer.
- 2) At a minimum, abatement shall occur within 24 hours prior to mowing/trimming operations.
- 3) Proper precautions must be taken to remove and properly dispose of all potentially hazardous materials.

(b) Debris Removal

- 1) Keep all hard shoulders, gore areas, verges, central reservations, footways, cycleways and islands swept clean. Buildup of debris shall not accumulate to a depth greater than 0.5 in, or at the discretion of the Department.
- 2) Remove all collected debris without stockpiling in the right-of-way and dispose of at approved locations.
- 3) Twice annually, pre- and post-winter, drainage inlets shall be cleaned in conjunction with debris removal operations. These biannual cleanings shall not occur within a 6-month period. Drain inlet cleaning shall consist of the removal of the grate, as necessary to clean debris from within the inlet such that the inner surface of the inlet is free of all debris. The connected drainage facility is not required to be cleared of debris. Drains that appear to be plugged shall be reported to the Department for corrective action. Grates shall be securely reinstalled upon completion of the cleaning.

Any item encountered that cannot be moved by multiple individuals should be reported to the Department for machinery assisted collection.

The Contractor shall report any suspicious activities or inappropriate utilization of the right-of-way to the proper Authorities and notify the Department of such circumstances upon each occurrence.

The Contractor shall remove litter and debris that has been collected through the course of a day from the project at the end of each workable day and dispose of it off the right-of-way. Collected litter shall not be left on any paved surface during pickup operations. The Contractor shall dispose of all litter and debris in accordance with 202 and approved practices and procedures as set forth by the Indiana Department of Environmental Management and Indiana's solid waste guidelines.

Failure to pick up and remove litter and debris in a proper and timely manner or failure to remove the collected litter and debris at the end of each workable day will result in an immediate suspension of all work operations and will result in the assessment of a penalty of \$1000.00 for each occurrence. Operations will remain suspended until the situation has been corrected and approval has been given by the Department for the operation to resume.

The Contractor shall not damage infrastructure, turf areas, slopes, trees, shrubs, signs, delineator posts, or other roadside features during operations. The Contractor shall not travel off the paved portion of the roadway when turf and soil conditions are wet to the point that turf damage or rutting will occur. If damage does occur, replacement or repair of damage to turf, slopes, trees, shrubs, signs, delineator posts, or other roadside features, to include mailboxes, shall be in like kind at the direction of the Department and at no cost to the Department.

(a) Operations in Construction Zone

The Contractor shall coordinate with other contractors for operations within the limits of a construction zone of another contract, in accordance with 105.07.

When a conflict occurs with construction operations in an active construction zone, the Department will determine if collection operations are the responsibility of the Contractor or the construction contractor.

The Contractor shall be responsible for repairing all damages which occur while in a construction zone.

(b) Inaccessible Areas

If the Contractor believes an area is inaccessible for operations, a written request shall be submitted to the Engineer for approval. The request shall include justification describing the efforts taken to mitigate concerns with conducting operations within the identified area. The Contractor shall complete all collections within the identified limits unless the Engineer approves the Contractor's request.

Reporting and Inspection of Work

The Contractor shall inspect each corridor for damaged infrastructure prior to beginning operations. Existing damage to guardrail end sections; median cable barriers; signs; culverts; culvert end sections; and damage to turf which has the potential to result in erosion, such as major rutting or bare soil, shall be reported to the Engineer in writing no less than one day prior to starting work. Any damage discovered by the Department which was not reported by the Contractor prior to the start of work, shall be repaired by the Contractor and returned to a condition equal to or better than before the start of operations, at no additional cost to the Department.

In accordance with 107.18, the Department will research police crash reports for any damage which appears to be caused by the traveling public and which occurred after the Contractor submitted the pre-operations damage inspection report. Upon the Department notifying the Contractor of damaged infrastructure, the Contractor shall submit to the Engineer for approval a Repair Work Plan for the repair of the infrastructure within 90 days. The Repair Work Plan shall include a schedule for completing the repair work and a list of the subcontractors and material vendors to be used. Subcontractors performing the repair work shall be in accordance with the requirements of 105 IAC 11-2-10. Only materials on the Department's Prequalified Products List, meeting the Department's specification requirements, or otherwise approved by the Department, shall be included in the Repair Work Plan. If the Contractor has not submitted an approved Repair Work Plan within 90 days after receiving Department notification of the damaged infrastructure, the Department's DamageWise program will be notified to assess the damage and invoice the Contractor for the anticipated or actual repair costs.

A Daily Work Plan shall be submitted to the Engineer at the start of each day that work is to be performed. The Daily Work Plan shall indicate routes planned for operations for the day, a list of equipment and workers being deployed for the day, and the anticipated beginning and ending point of the work to be performed to the nearest reference post or other identifiable roadside feature. Department approval of the Daily Work Plan is not required for the Contractor to begin working for the day if the Daily Work Plan does not deviate from the approved Project Work Plan.

If revisions to the Project Work Plan are required due to unforeseen conditions, a request to revise the Project Work Plan shall be submitted to the Engineer. Work shall not resume until the revised Project Work Plan is approved in writing, unless unforeseen conditions pose an imminent danger to the safety or welfare of workers or the traveling public.

The Contractor will be notified in writing that according to observations by the Department, the Contractor has failed to perform the work according to contract requirements. Within eight business hours of notification, the Contractor shall present a remedy to the Department. If the Department must notify the Contractor of subsequent occurrences within the same monthly payment period, a 10% reduction will be applied to the monthly payment, per occurrence. Reductions shall not exceed 100% of the cost of a single monthly payment. The Department will waive the 10% reduction for each occurrence the Contractor is able to demonstrate that collection operations had occurred at that location within the previous calendar

day of the Department's observation of the deficiency. The removal of the 10% reduction does not release the contractor's obligation of collection.

The Contractor shall maintain digital records for each day of operations, or more frequently, as supported or required by operational needs to include labor hours utilized and quantities collected. Records pertaining to collections shall be in the form of polygons to reasonably demonstrate the geospatial locations that collections occurred. Records shall also consist of geospatial records demonstrating inspection efforts regardless of collections being conducted on a given day. Inspection records shall be in the form of a line feature showing the date, time, direction, and speed of travel along the line segment. Quantities shall be recorded utilizing dated weigh tickets from a permitted solid waste processing facility in accordance with 329 IAC and IC 13.

Contract Renewal and Price Adjustments

This contract is for a period of one calendar year and may be extended if mutually agreeable to the Contractor and the Department. The contract may be renewed up to five times on an annual basis for a total of six years.

The original unit bid price of the Contract may be revised with a price increase for up to 2% of the original contract amount at the request of the Contractor at the time of each one-year contract renewal. Subsequent contract renewal price increases will be capped at 2% of the original contract value for each renewal, and not 2% of the previously increased contract value. The request shall be accompanied by a justification for the increase and shall be received at least 30 calendar days prior to the requested date for contract renewal.

The Contractor shall notify the Department in writing of their intent to renew the contract before August 15 of each year.

Termination of the contract shall be in accordance with 108.10 and 108.11.

Changes and Modifications to the Contract

If the Contractor finds that existing conditions make contract modifications necessary, the Contractor shall notify the Department within 48 hrs. and in accordance with 104.02. If work is eliminated from the contract, the Department and the Contractor may agree to add new and equivalent work to the contract in lieu of prorating payment. If the scope of work modification is agreeable to both parties, the Department will issue the modification with a change order and payment will be in accordance with 109.05. Until such time as the Contractor receives a change order, the Contractor shall not act upon the modifications until both the Contractor and the Department have written documentation. The Department will reserve the right to accomplish incidental or additional collections with its own forces and remove such work from the contract.

Method of Measurement

This work will not be measured for payment.

Basis of Payment

Litter and debris removal will be paid for at the contract unit price per month as shown on the Schedule of Pay Items.

Payment will be made under:

Pay Item

Pay Unit Symbol

Litter and Debris.....Month

The cost of operations including, but not limited to, collections, dumping, maintenance of traffic, construction signs, repair of damage, and other necessary incidentals shall be included in the cost of this work.

Payment shall be full compensation for performing all required operations. Partial payment will not be made for operations which have not been completed to the Engineer's satisfaction.

Schedule of Pay Items

Month 1	July
Month 2	August
Month 3	September
Month 4	October
Month 5	November
Month 6	December
Month 7	January
Month 8	February
Month 9	March
Month 10	April
Month 11	May
Month 12	June