

Change Order 09

**Louisville Southern-Indiana Ohio River Bridges Project
Toll Services Agreement**

Transition Work

Effective Date of August 12, 2022

Recitals

- A. On May 12, 2015, the Indiana Finance Authority (the “IFA”), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, on behalf of the Joint Board (“Joint Board”) for the Louisville Southern Indiana Ohio River Bridges Project (“Project”), entered into the Toll Services Agreement, as amended, together with all Exhibits and prior amendments thereto (the “Agreement”) with Kapsch TrafficCom USA, Inc. (formerly known as Kapsch TrafficCom IVHS Inc.), a corporation organized under the laws of Delaware (“Toll System Provider” or “TSP”). The Joint Board and TSP are referred to herein as the “Parties”.
- B. The Term of the Agreement expires on December 31, 2023 (“Expiration Date”).
- C. The State Parties shall notify TSP of any requests to extend the Work beyond the Expiration Date by no later than 45 days prior to such Expiration Date.
- D. If Work by TSP is requested by the States Parties to extend beyond the Expiration Date, a new change order shall be prepared by the TSP for extensions beyond the current contract Expiration Date to include a 3% increase in the hourly rates per hour per employee over the rates set forth in Form G-16 (Year 7) to the Agreement and Attachment 2 hereto.
- E. Approval of any such new change order shall be provided by the State Parties in writing prior to any Work continuing after December 31, 2023, if applicable.
- F. On July 1, 2021, the IFA, on behalf of the Joint Board, entered into a contract with Electronic Transactions Consultants, LLC (“ETC” or “TSP2”) to provide a customer-service center (CSC) and back-office system (BOS) for the Project in anticipation of and following the expiration of the Agreement.
- G. The date on which the CSC and BOS are transitioned to ETC for purposes of operation and maintenance is referred to herein as the “Handover Date”. The Handover Date is currently anticipated to occur on or after April 1, 2023, with the Agreement Expiration Date ending December 31, 2023.
- H. As provided in the Agreement, TSP is required to provide services, work, data, and other reasonable documentation and materials to facilitate transition of the CSC and BOS to ETC (“Transition Work”). The Parties agree that the Transition Work is needed to

enable an orderly transition to TSP2, and that delivery of the information, data and materials is not intended to re-assess system acceptance or to facilitate the current program applications to be utilized as the Toll Operations Center after the Expiration Date.

- I. The Parties have determined it is in their best interests and in that of the Toll Collection System, to clarify, and to the extent applicable, set or change the schedule for TSP's completion of the Transition Work.

Capitalized terms used but not defined in this Change Order shall have the meanings set forth in the Agreement, and Section and Exhibit references herein shall be to the Agreement.

The Parties mutually agree that the Agreement is hereby amended as follows:

SECTION I – Scope and Schedule of Transition Work

- A. The Transition Work shall consist of: (i) Administrative Work; and (ii) Technical and other Transition Support Work (hereinafter “Technical Support Work”), both of which are described in more detail in Attachments 1 and 2, respectively.
- B. The State Parties shall provide a clear scope of work and requirements for each Technical Support Request (defined below).
- C. The Administrative Work shall be reviewed, assessed and completed in accordance with the deadlines set forth in Attachment 1.
- D. The Technical Support Work (non-exhaustive examples of which are described in Attachment 2) shall be performed as requested by the States’ Parties, via the Authorized Representatives and/or the Toll Services Advisor, pursuant to the following process:
 1. The States’ Parties will send written requests for information and/or Technical Support (“Technical Support Request” or “TSR”) to the attention of Kimberly Neal Smith. Each such Technical Support Request shall be identified with a unique Technical Support Request Number so that it may tracked.
 2. Within five (5) business days of receipt of a Technical Support Request, TSP shall provide the following information or questions related to the Technical Support Request (referred to herein as a “TSR Response”) in writing to the States’ Parties in a form approved by the States’ Parties:
 - i. Date by when the work required to perform the Technical Support Request (“Technical Support Request Work”) will be completed;
 - ii. Approximate number of hours required to perform the Technical Support Request Work;
 - iii. The name(s) of the individual(s) who will perform the Technical Support Request Work, their titles, and their roles. (Individual’s names are not

required to be provided for work assigned to CSRs, Operation Support Specialists (“OSS”) and/or database administrators); and

- iv. Any costs or expenses, other than payment of the applicable hourly rates, required to perform the Technical Support Request Work.
3. Each TSR Response shall reflect the applicable Technical Support Request number.
 4. Within two (2) business days of receipt of TSP’s TSR Response, the States’ Parties shall respond, including whether the TSP is authorized to perform the Technical Support Request Work described in the TSR Response. TSP shall not be entitled to compensation for Technical Support Work that has not been authorized in writing by the States’ Parties. Technical Support Request Work shall not begin without written approval by the State Parties. In the event of a delay in response or approval by the States’ Parties, TSP shall be entitled to a day-for-day commensurate extension of the applicable date by when the Technical Support Request Work shall be completed.
 5. If, during performance of Technical Support Request Work, TSP determines such work cannot be completed within the hours set forth in the TSR Response, TSP shall immediately notify the States’ Parties in writing, explaining the status of the applicable Technical Support Request Work, and otherwise updating the TSR Response, including providing the anticipated remaining number of hours to complete. The States’ Parties shall respond, including whether the TSP is authorized to perform the Technical Support Request Work described in the updated TSR Response. TSP shall not exceed the number of hours set forth in the TSR Response, or updated TSR Response, unless approved in writing.
- E. Unless expressly approved otherwise in writing by the States’ Parties, the Technical Support Request Work shall be performed by the individuals approved by the States’ Parties in response to the TSR Response, at their respective hourly rates set forth in Form G-16 (Year 6 rates for work performed in 2022, and Year 7 rates for work performed in 2023 (hereinafter referred to as “Form G-16 Applicable Rates”)) to the Agreement or in Attachment 2, as applicable.
- F. The States’ Parties and Toll Services Advisor are authorized to communicate directly with the following representatives of TSP’s Subcontractor regarding the Transition Work, provided that the States’ Parties and Toll Services Advisor shall include TSP’s Project Manager or Project Director (or their designee) on any communication regarding the Transition Work:
1. MSB Program Manager
 2. MSB BOS Manager
 3. MSB Finance Manager
 4. MSB Operations Executive

SECTION II – Change Order Pricing

- A. For Administrative Work, the Change Order pricing shall be for the lump-sum price(s) set forth in Attachment 1, properly itemized and supported by sufficient substantiating data to permit evaluation. Payments shall be made only for completed Administrative Work, as verified by the States Parties in writing.
- B. For Technical Support Work, payments shall be made only for Technical Support Work performed during the invoice period, as verified by the States Parties in writing.
- C. For Technical Support Work, the Change Order pricing shall be at the Form G-16 Applicable Rates, or in Attachment 2, as applicable. The total amount to be paid for each Technical Support Request shall not exceed the amount set forth in the applicable TSR Response unless approved in advance by the States Parties in writing.
- D. On or before the tenth day of each month during the performance of the Transition Work, TSP shall submit to the Joint Board an invoice in the form approved by the Joint Board for the period ending on the last day of the month preceding such month, listing the completed Administrative Work, and TSR numbers for which Technical Support Work was performed by the TSP, as of the end of such month. Payments shall be paid for completed Administrative Work, and for Technical Support Work performed, as verified by the States Parties.
- E. Verification by the States Parties shall not be unreasonably delayed or withheld. Invoices shall specify that fifty percent (50%) of the amount invoiced is due and payable by the IFA, and that fifty percent (50%) of the amount invoiced is due and payable by KPTIA and shall indicate the actual amount owing by each such States Party.
- F. Payment terms shall be consistent with Agreement. TSP shall submit a monthly invoice in its final form.
- G. Each invoice shall also include a listing, by TSR number, of the Technical Support Work completed during each invoiced period. Progress of all TSRs will be discussed at the transition meetings.
- H. TSP shall keep and present, in such form as the Joint Board may reasonably require, an itemized accounting, together with supporting data related to TSP time spent on TSRs, on an Open-Book Basis, which shall be subject to audit by the Joint Board.
- I. Within forty-five (45) days of receipt from TSP of the invoice and supporting documentation, and subject to verification thereof by the States Parties, the Joint Board will pay TSP a single lump sum payment of \$162,123.00 for all Transition Work performed through August 9, 2022 (which sum is based on hourly rates Year 5 and Year 6 from Form G-16 of the Agreement). Within fifteen (15) days of receipt of such

payment, TSP shall pay the sum of \$124,327 to MSB. MSB will notify the States' Parties of receipt of such payment. TSP shall be entitled to no additional compensation for Transition Work performed on or before August 9, 2022.

- J. TSP's sole compensation for the Transition Work described herein shall be the Change Order pricing as set forth herein. TSP shall not be entitled to any other adjustments to the Contract Price in connection with this Change Order. Acceptance of this Change Order does not relieve TSP of its obligations to comply with the levels of service and other requirements set forth in the Technical Requirements or otherwise in the Agreement, unless specifically directed by States' Parties in writing. The IFA, on behalf of the Joint Board, reserves all rights under the Agreement.

SECTION III – Project Schedule Deadline Impact

There will be no impact to the Agreement's project schedule due to the matters in this Change Order.

SECTION IV (Reviewed and recommended for agreement by Toll System Provider's Program Manager)

The undersigned Authorized Representative of the Toll System Provider hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order collectively represent a true, accurate, and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order: (a) are, in each case, justified as to entitlement and amount; (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts); (c) are complete, accurate, and current; and (d) in each case, the amounts of time, if any, and/or compensation, if any, are agreeable to, and are hereby agreed by, Toll System Provider.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred by Toll System Provider as a result of the event, occurrence, or matter giving rise to this Change Order.
4. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract Documents, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
5. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, agreements, or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, other than the Agreement, as amended in accordance with its terms.
6. This Change Order is binding upon, and shall inure to the benefit of, each of the Parties and their respective heirs, personal representatives, successors, and assigns.



Toll System Provider's Program Manager

Date: 11 August, 2022

Comments:

SECTION V (Reviewed and recommended by States' Parties Authorized Representatives)

By: 

Name: Amanda Spencer

Title: Innovative Finance Manager, KYTC

Date: 8/12/22

By: 


Name: Jerry M. Hoover

Title: INDOT Director of Operations Ohio River Bridges

Date: 8/12/2022

SECTION VI (Agreed by IFA's Authorized Representative)

IN WITNESS WHEREOF, the IFA, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: August 12, 2022 
(the effective date of this Change Order)

IFA

INDIANA FINANCE AUTHORITY

By: 

Dan Huges, Public Finance Director of the State of Indiana

ATTACHMENT 1

Administrative Work

(Scope, Schedule and Lump Sum Price)

TSP will request approval to commence each of the Administrative Work tasks from the States' Parties, in writing, at least two (2) business days before commencing such work. Written approval or no response shall be deemed notice to commence the Administrative Work. The following Completion Deadlines are subject to adjustment if approval for commencing the work is delayed by written notice from the States' Parties.

Administrative Work	Completion Deadline*	Lump Sum Price
<p>1. TSP shall provide the States Parties with the following information in writing:</p> <ul style="list-style-type: none">a. An inventory list of all bank accounts controlled or used by TSP or a TSP-Related Entity in connection with TSP's Work on the Project, and/or any accounts containing any Gross Revenues, including but not limited to any accounts held pursuant to the Custody and Revenue Control Agreement. For each such account, provide the names on the account, the account numbers(s), the name of the bank or other financial institution where the accounts are held.b. An inventory list of all facility, equipment, and/or other real or personal properties or assets in which TSP or a TSP-Related Entity has a leasehold interest related to TSP's Work on the Project.c. A high-level inventory summary list of all materials, supplies, equipment, Hardware and Software produced, purchased or ordered from Suppliers, including its storage location.	October 1, 2022	\$31,800.00

Administrative Work	Completion Deadline*	Lump Sum Price
<p>d. A high-level inventory summary list of all licenses that TSP or a TSP-Related Entity has in any Software, program, system, material or asset used in performing TSP's Work on the Project.</p> <p>e. An inventory list of all databases maintained in the TCS, including the name and a description of contents.</p> <p>f. An inventory list of all utilities required or utilized by TSP at the Project Site, including without limitation, electricity, telephone and other telecommunication services, sanitation and water. Such list shall include the name and address of identified utility providers.</p> <p>g. Identify/list all State-owned equipment and supplies that will be made available for transfer to ETC on or around the Handover Date.</p> <p>h. Identify/list all vendors and subcontractors of TSP or a TSP-Related Entity whose contracts will terminate at the end of the Term.</p> <p>i. Identify/list all TSP or TSP-Related Entity staff assigned full-time or part-time to the Project, by name of the person, job title and job description. (Note: This includes active personnel only employed directly by MSB or Kapsch at the time of the generation of the list; the States' Parties shall direct TSP2 entities to coordinate with TSP to ensure that TSP's ability to operate through the transition is not jeopardized. Coordination efforts may be subject to a further TSR.)</p>		

Administrative Work	Completion Deadline*	Lump Sum Price
<p>j. Identify/list all equipment and Hardware for the Roadside System.</p> <p>Each of the above information/lists shall be accompanied by a certification from TSP that the information is complete and accurate.</p>		
<p>2. The TSP shall transition the following data-related system/operational items in a searchable format specified by the State Parties following the Handover Date:</p> <ul style="list-style-type: none"> a. Data Mart b. Dispute records c. Written correspondence records 	April 30, 2023	\$36,750.00
<p>3. The TSP shall transition the following software in a format specified by the State Parties for archival purposes:</p> <ul style="list-style-type: none"> a. Source code related to the core RAMS application 	January 31, 2023	\$9,000.00
<p>4. TSP shall inventory all transponders in TSP's or a TSP-related entity's possession, Customer Service Center and Walk-Up Center(s), and transport them to a location to be determined by the States Parties. Such deliveries shall incur shipping costs that will be invoiced to the State Parties.</p>	April 7, 2023	\$5,000.00
<p>5. States Parties will provide direction to TSP if additional transponders need to be ordered and TSP will order as directed.</p>	December 14, 2022	\$1,000.00
<p>6. The TSP shall transition the following utilities / credentials in a manner specified by the State Parties for continued use by successor contractors on behalf of the RiverLink program. This Administrative Work shall include an initial planning discussion to coordinate handover activities</p>	March 31, 2023	\$11,000.00

Administrative Work	Completion Deadline*	Lump Sum Price
<p>as well as cutover support at the time of transition. Additional effort may be subject to a TSR.</p> <p>a. All email accounts associated with RiverLink, including but not limited to:</p> <p>customerservice@riverlink.com; riverlink.inquiry@riverlink.com; do-not-reply@riverlink.com.</p> <p>b. The Customer Website (www.RiverLink.com)</p> <p>c. The RiverLink phone number (855-Riv-Link)</p>		
<p>7. TSP shall notify the following entities that they are to disable their interfaces on the Handover Date.</p> <p>a. CSG International b. RevSpring c. InComm and other retail outlets d. Duncan Solutions e. Vantiv f. TIPS</p>	February 1, 2023	\$1,500.00
<p>8. TSP shall disable all badge access to the WUCs for all TSP or TSP-Related Entity employees that have badges and/or FOBs to access the buildings</p>	No later than April 28, 2023	\$1,000.00
<p>9. TSP will disable user credentials for all users and all components of the TSP's systems</p>	No later than April 28, 2023	\$1,000.00
<p>10. TSP will facilitate transfers of funds from designated bank accounts to the State Parties (i.e., transfer of full account balances less</p>	Initial: April 1, 2023	\$10,000.00

Administrative Work	Completion Deadline*	Lump Sum Price
working funds balance required to support program activities such as checks issued on accounts for a specified duration and E-ZPass settlement). Administrative Work for this task includes maximum of 60 hours of TSP activities. Supplemental or related activities may warrant a supplemental TSR.	Subsequent transfers: TBD	
11. TSP will assign all Facility leases as requested by the States' Parties in writing to the States' Parties and/or ETC	March 24, 2023	\$4,832.00

*The completion deadlines set forth in this Attachment I are based on a Handover Date of April 1, 2023. The Joint Board reserves the right to extend any or all of the completion deadlines contained herein upon written notice to TSP, which notice shall be provided no less than fourteen (14) days prior to any Completion Deadline. Such changes to completion deadlines shall be mutually agreed upon between the State Parties and TSP.

ATTACHMENT 2

Technical and other Transition Support Work

(Hourly Rates and Examples of Scope)

Form G-16 Applicable Rates shall apply. Additionally, the following rates apply for the following positions:

Job Title	Hourly Rate 2022	Hourly Rate 2023
OSS Agent		
Finance Manager		
Financial Analyst		
WUC Supervisor		
OSS Supervisor		

Examples of anticipated Technical and other Transition Support Request Work (Non-Exhaustive)

Technical support personnel shall attend and actively participate in transition meetings scheduled by the Toll Service Advisor. It is anticipated there will be no more than one (1) transition meeting per week until the Handover Date, and no more than one (1) transition meeting per month from the period beginning on the Handover Date until the Expiration Date. In some cases, the Toll Service Advisor will request specific individuals for mandatory participation. The State Parties will be invoiced for all approved attendees participating in such meetings.

An agenda will be provided by the State Parties no later than two days before meetings, including any specific questions that require response. Within one day of receipt of the agenda, TSP will send the States' Parties a list of the names of proposed attendees on behalf of Kapsch and its Subcontractor(s), which attendees shall be subject to approval of the States' Parties.

Answer questions relating to, for example:

- Data integrity
- System configuration
- Connectivity
- Interfaces
- System functionality
- Operations

Participation by Technical Support Personnel in interface testing, both lane to BOS, and BOS to BOS, based on scope of work approved by the State Parties in the TSR, including regarding:

- Validation of setup
- Reconciliation of data and tests
- System changes as needed
- Troubleshooting

Develop and implement system changes that are required to facilitate interface with TSP2. System changes, based on scope of work approved by the State Parties in the TSR, examples include:

- Connectivity
- Transaction processes
- Transaction creation
- Database updates

Participate in and support the reconciliation of transactions and financial information prior to the Handover Date and until the Expiration Date, based on scope of work approved by the State Parties in the TSR, including:

- Transaction reconciliation between TSP system and TSP2 system
- Validation of financial transaction assignment
- Validation of financial postings

Transition the items identified to be transferred in the inventory list prepared per the deliverables in Attachment I (Administrative Work) on a date and location to be specified by the States' Parties.