

RESOLUTION JB-2023-10

RESOLUTION OF THE JOINT BOARD APPROVING AND RATIFYING GANTRY PURCHASE AND INSTALLATION AGREEMENTS

WHEREAS, the State of Indiana and the Commonwealth of Kentucky have jointly undertaken a project to improve mobility over the Ohio River between Louisville and Southern Indiana, authorized by the Federal Highway Administration in its revised Record of Decision dated June 12, 2012 (the “Project”); and

WHEREAS, the Indiana Finance Authority (the “IFA”) and the Indiana Department of Transportation (“INDOT”) have been authorized to participate in the Project on behalf of the State of Indiana, and the Kentucky Public Transportation Infrastructure Authority (“KPTIA”) and the Kentucky Transportation Cabinet (“KYTC”) have been authorized to participate in the Project on behalf of the Commonwealth of Kentucky; and

WHEREAS, IFA, INDOT, KPTIA, and KYTC (collectively the “States’ Parties” and each individually a “State’s Party”) have (together with the Louisville and Southern Indiana Bridges Authority) entered into a Bi-State Development Agreement effective December 17, 2012 (as supplemented and amended, the “Development Agreement”), as well as an Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation, and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project effective as of December 17, 2012 (the “Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement and the Development Agreement established this Joint Board, representing the States’ Parties and constituted as provided in the Interlocal Agreement and the Development Agreement; and

WHEREAS, by Resolution JB 2013-7, Resolution JB 2014-1, Resolution JB 2014-5, and Resolution JB 2015-4 (the “Resolutions”) this Joint Board authorized the IFA to initiate and undertake a procurement process on its behalf, for roadside/back office, toll-integrator services (collectively, “TSP services”); and

WHEREAS, by Resolution JB 2015-4, the Joint Board: (i) approved the selection of Kapsch TrafficCom IVHS, Inc. (“Kapsch”) for TSP services; and (ii) authorized the execution by the IFA on behalf of the Joint Board of the Toll Services Agreement (the “Contract”); and

WHEREAS, the IFA and Kapsch entered into the Contract as of May 12, 2015, with a stated term to end on December 31, 2023 (“Expiration Date”), unless otherwise extended; and

WHEREAS, by Resolution JB-2021-3, the Joint Board determined it was desirable for future contracts for toll-service provider services to be separated so that back-office and customer-service center services (“TSP2 Services”) to be under a different contract(s) than the roadside services (“RSP2 Services”), and authorized the IFA to procure RSP2 Services; and

WHEREAS, in anticipation of the expiration of the Expiration Date, and pursuant to the authority granted by Resolution JB-2021-3 and Resolution JB 2022-3, the IFA procured RSP2 Services on behalf of the Joint Board and entered the RSP2 Contract with Transcore, LP (“RSP2”); and

WHEREAS, the Joint Board has determined it is desirable for future contracts for RSP2 Services to enable the installation of equipment on new gantries without interruption of the roadside system, to ensure continuity of toll collections; and

WHEREAS, the Joint Board delegated authority to INDOT in Resolution JB-2022-1 to design, with the assistance of a consultant, and procure new gantries to be used by RSP2; and

WHEREAS, pursuant to that authority, INDOT carried out procurements for gantries and the coordination and installation of the gantries in accordance with its statutorily defined processes; and

WHEREAS, Mid-Park Inc. and The Hoosier Company, Inc. were determined to be the lowest responsible and responsive vendors capable of supplying and installing the new gantries, and INDOT entered into agreements with Mid-Park Inc. and The Hoosier Company, Inc. contingent upon authorization by the Joint Board.

NOW, THEREFORE, BE IT RESOLVED BY THIS JOINT BOARD as follows:

- 1. The Joint Board hereby ratifies the INDOT agreement with Mid-Park Inc. for the purchase of gantries.
- 2. The Joint Board hereby ratifies the INDOT agreement with The Hoosier Company, Inc. to coordinate and install the gantries.
- 3. In compliance with paragraph 6.2 of the Joint Board By-laws, the contracts shall be administered pursuant to Exhibit A, which is attached hereto and incorporated herein.

Approved this 16th day of February, 2023.

INDIANA FINANCE AUTHORITY

By: _____
Dan Huge, Public Finance Director of
the State of Indiana

INDIANA DEPARTMENT
OF TRANSPORTATION

By: _____
Michael Smith, Commissioner

KENTUCKY PUBLIC
TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: _____
Geri Grigsby, Vice Chair

KENTUCKY TRANSPORTATION
CABINET

By: _____
Jim Gray, Secretary

Exhibit A

The Contracts for the Gantries shall be administered and managed on behalf of the Joint Board and the States' Parties in conformance with the following:

1. The Contracting Party shall administer the Contracts as authorized and directed by the Joint Board. The Kentucky Parties and the Indiana Parties shall each designate a representative to work with counsel, the Toll Services Advisor, and the technical consultant on the direction of the work of the contractors.
2. Payment obligations on the Contracts shall be shared equally between the Indiana Parties and the Kentucky Parties.
3. The Contracting Party shall absorb all of its costs of administering and managing each Contract. Each Non-Contracting party shall absorb all its internal costs associated with its duties hereunder and under each Contract for the Gantries. Third-party costs incurred by any Party with the prior, written consent of the other Parties shall be shared equally.
4. The Kentucky and Indiana Parties' representatives shall prepare reports as needed regarding the status of the Contracts for the Gantries, which shall include a description of any material issues affecting proper completion, the schedule for performance, or the budget for any of the States' Parties, upon request. Such status reports shall be available for Joint Board Meetings and Tolling Body Meetings when requested.
5. It is the goal of this resolution to promote and ensure joint coordination, management, and communication between the Gantries design consultant and vendors and the States' Parties. The States' Parties' representatives shall require periodic team meetings to be scheduled with appropriate frequency to ensure adequate coordination and progress of the procurement of the Gantries. In any instance where communications are necessary without representatives of one of the States' Parties, the representative of the States' Party privy to the communication will make every reasonable effort to relay the specifics of the communications to the non-participating States' Parties' representatives in writing in a timely manner, ideally the same business day.
6. The Contracting Party shall maintain all of the books and records relating to the Contracts for the Gantries and shall make them available to representatives of the Non-Contracting Parties upon request.
7. The final Contracts for the Gantries will not be issued or executed without prior notice to, and unanimous approval of, the Non-Contracting Parties.
8. The following actions shall be the responsibility of the Contracting Party. No action or directives may be made on the Contracts for the Gantries without the joint approval of the

members of the Non-Contracting Parties. The Contracting Party shall not take any of the following actions without prior notice and unanimous approval of all members of the Non-Contracting Parties:

- a) Invoices and contract payments on the Contract for the Gantries;
 - b) Claim determination;
 - c) Issuance of a Punch List;
 - d) Final approval or acceptance;
 - e) Approval of installation documents;
 - f) Approval of ongoing operations and maintenance work; and
 - g) Actions related to performance reviews of ongoing operations and maintenance work.
9. Disputes amongst the representatives of the States' Parties as to administration of the Contracts for the Gantries shall be submitted to the Joint Board for resolution according to the terms and conditions of the Bi-State Development Agreement.
10. The States' Parties shall have equal access to work product generated pursuant to the Contracts for the Gantries.
11. Acts or Omissions of the Contracting Party that are contrary to or inconsistent with this Resolution shall be at the sole cost and responsibility of the Contracting Party.