

CONSULTING CONTRACT

Contract #000000000000000000025744

This Contract ("this Contract") is made and entered into effective as of the date of approval by the Indiana Attorney General affixed to this Contract by and between the State of Indiana ("State"), acting by and through the Indiana Department of Transportation ("INDOT"), and HNTB INDIANA, INC (the "CONSULTANT"), [a corporation organized under the laws of the State of Indiana].

W I T N E S S E T H

WHEREAS, INDOT wishes to hire the CONSULTANT to provide Interstate Tolling Project Planning and NEPA Services, Des. Nos.: 1601131 and 1801237.

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the services and deliverables described in **Appendix "A"** which is attached and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY INDOT. The information and services to be furnished by INDOT is set out in **Appendix "B"** which is attached and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the Attorney General signature affixed to this Contract until December 31, 2025.

SECTION IV COMPENSATION. INDOT shall pay the CONSULTANT for the services performed under this Contract in accordance with **Appendix "D"** which is attached and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$9,644,413.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from INDOT, and shall deliver the work to INDOT in accordance with the schedule contained in **Appendix "C"** attached and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

"Subconsultant" as used in this contract refers to a subcontractor of the CONSULTANT performing services under this contract.

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for the purpose of making inspection, audit, examination, excerpts and transcriptions by the recipient and sub recipient, as

those terms are defined in 2 CFR §200.86 and §200.93 respectively, INDOT, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, and copies thereof shall be furnished free of charge, if requested. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. Assignment; Successors.

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without INDOT's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of INDOT, provided that the CONSULTANT gives written notice (including evidence of such assignment) to INDOT thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. Any substitution of SUB-CONSULTANTS and/or disadvantaged business enterprises must first be approved and receive written authorization of INDOT's the Consultant Selection Review Committee and INDOT's Economic Opportunity Division Director, respectively, or their respective designee.

3. Audit. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. Authority to Bind Consultant. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. Certification for Federal-Aid Contracts Lobbying Activities.

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- I. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. Changes in Work. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by INDOT. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. Compliance with Laws.

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by INDOT and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to INDOT that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *Required State of Indiana Payments.* Neither the CONSULTANT nor the CONSULTANT'S principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the CONSULTANT agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the CONSULTANT. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONSULTANT becomes current in its payments and has submitted proof of such payment to INDOT.
- ii. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, CONSULTANT agrees that INDOT may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- iii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws,

rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iv. *Work Specific Standards.* The CONSULTANT and its SUBCONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT.
- v. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- vi. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify INDOT of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vii. *Debarment and Suspension of any SUBCONSULTANTS.* The CONSULTANT's SUBCONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties of costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the State if any SUBCONSULTANT becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the SUBCONSULTANT for work to be performed under this Contract.

C. *Ethics.* The CONSULTANT and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CONSULTANT has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the CONSULTANT shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the CONSULTANT should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CONSULTANT or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the CONSULTANT. In addition, the CONSULTANT may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

D. *Telephone Solicitation.* As required by IC 5-22-3-7: (1) the CONSULTANT and any principals of the CONSULTANT certify that (A) the CONSULTANT, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the CONSULTANT will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law. (2) The

CONSULTANT and any principals of the CONSULTANT certify that an affiliate or principal of the CONSULTANT and any agent acting on behalf of the CONSULTANT or on behalf of an affiliate or principal of the CONSULTANT: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

E. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(D), INDOT may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
- ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract; or
- iii. bar the CONSULTANT from contracting with the State of Indiana.

F. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to INDOT. A determination by INDOT under this Section 7.F shall be final and binding on the parties and not subject to administrative review. Any payments INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. Condition of Payment. The CONSULTANT must perform all Services under this Contract to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. INDOT will not pay for work not performed to INDOT's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of State Information.

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without INDOT's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for INDOT under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by INDOT in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and INDOT agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. [Reserved]

11. [Reserved]

12. Delays and Extensions. The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the

progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by INDOT subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of INDOT of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract; INDOT at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify INDOT in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

13. DBE Requirements.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and approved by INDOT's Economic Opportunity Division.

14. Disputes

A. Should any disputes arise with respect to this Contract, the CONSULTANT and INDOT agree to act promptly and in good faith to resolve such disputes in accordance with this Section 14. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by INDOT or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing according to the following procedure:

- i. The parties agree to resolve such matters through submission of the dispute to the Commissioner of the Indiana Department of Administration (or his or her designee) ("IDOA Commissioner"). The submission shall include a written description of the dispute, any supporting documentation and each party's respective recommended resolution of such dispute. The IDOA Commissioner shall make a written decision and mail or otherwise furnish a copy thereof to the CONSULTANT and INDOT within ten (10) business days after presentation of such dispute for action. The IDOA Commissioner's decision shall be final and conclusive unless either party provides a written notice of appeal to the Commissioner within ten (10) business days after receipt of the IDOA Commissioner's decision. Within ten (10) business days of receipt by the IDOA Commissioner of a written request for appeal, the IDOA Commissioner may reconsider its decision. The IDOA Commissioner may then choose to reconsider the determination and make a separate determination or may request that the parties submit to a mediation procedure. If the IDOA Commissioner chooses not to reconsider its decision or fails to respond within ten (10) business days, then the dispute may be submitted to an Indiana court of competent jurisdiction.
- ii. The State may withhold payments on disputed items pending resolution of the dispute.

15. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

B. In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, the CONSULTANT hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the CONSULTANT and made a part of the contract or agreement as part of the contract documents.

- C. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance

programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 15.C.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 15.C.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 15.C.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 15.C.i through 15.C.v above.

16. Employment Option. If INDOT determines that it would be in the State's best interest to hire an employee of the CONSULTANT, the CONSULTANT will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

17. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

18. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The CONSULTANT may seek recovery from the State for any amounts unpaid for Services rendered or goods delivered through the date of cancellation.

19. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. The

parties acknowledge that the governing law includes I.C. 8-23-2-12.5. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

20. IC 8-23-2-12.5. With respect to liability and indemnification issues, this Contract is subject to IC 8-23-2-12.5.

21. Indemnification. The CONSULTANT agrees to indemnify the State of Indiana, INDOT, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-23-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12.5. INDOT shall not provide such indemnification to the CONSULTANT.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

23. Insurance - Liability for Damages.

A. Subject to I.C. 8-23-2-12.5, the CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from INDOT. Acceptance of the Services by INDOT shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by INDOT on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to INDOT, or to notify INDOT of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with INDOT when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the State as a result of any negligent act, error or omission of the CONSULTANT, and for the State's losses or costs to repair or remedy construction. Acceptance of the Services by INDOT shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, from the date of the first authorization to proceed until INDOT's acceptance of the work product, at least the following minimum coverage. The CONSULTANT must obtain insurance written by insurance

companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The State of Indiana, INDOT, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 21 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to INDOT prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling INDOT to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6, 12.8 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 -- 10.4, 11.1, 13.1, 14.1 -- 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT shall name INDOT as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT shall name INDOT as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - i. United States Longshoremen & Harbor workers
 - ii. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to INDOT.
4. The CONSULTANT or SUB-CONSULTANT shall name INDOT as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to INDOT.
3. The CONSULTANT or SUB-CONSULTANT shall name INDOT as an additional insured.

24. Progress Reports. The CONSULTANT shall submit progress reports to INDOT upon request. The report shall be oral, in person or by phone, unless INDOT, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring INDOT that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

25. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

26. Non-Discrimination

A. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONSULTANT or any subcontractor.

Under IC 22-9-1-10 CONSULTANT covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CONSULTANT understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, and the Federal Highway Administration Title 23, CFR Part 200 as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in **Appendix B** of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, age, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, documents, papers, correspondence, records, accounts, other sources of information, and its facilities as may be determined by the recipient, the subrecipient, the Indiana Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses furnish this information, the CONSULTANT shall so certify to the recipient, the subrecipient, the Indiana Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraph C, Section 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- D. The CONSULTANT shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CONSULTANT may request the United States of America to enter into such litigation to protect the interests of the United States of America.
27. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally

delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

- A. Notices to the State shall be sent to:
Contract Administrator
Indiana Department of Transportation
100 N Senate Avenue, Room N725
Indianapolis, IN 46204

With a copy to:
Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204

- B. Notices to the CONSULTANT shall be sent to:
HNTB Indiana, Inc.
111 Monument Circle Suite 1200
Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

C. As required by IC 4-13-2-14.8, payments to the CONSULTANT shall be made via electronic funds transfer in accordance with instructions filed by the CONSULTANT with the Indiana Auditor of State.

28. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by INDOT, (3) RFP document, (4) the CONSULTANT's response to the RFP document, and (5) attachments prepared by the CONSULTANT. All of the foregoing is incorporated fully by reference.

29. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to INDOT and all such materials ("Work Product") will be the property of INDOT. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by INDOT. Use of these materials, other than related to contract performance by the CONSULTANT, without INDOT's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide INDOT full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or

contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in **Appendix "A"** on other projects without the express written consent of the CONSULTANT or as provided in **Appendix "A"**. INDOT acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

30. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the CONSULTANT in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or Services that are the subject of this Contract except as permitted by IC 4-13-2-20.

31. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

32. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

33. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

34. Status of Claims. The CONSULTANT shall give prompt written notice to INDOT any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping INDOT currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204-2249

35. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the State of Indiana, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, identical to the form attached as **Appendix "E"** of this Contract, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the

Sub-consultant Acknowledgement form(s) to INDOT for approval prior to performance of the Services by any SUB-CONSULTANT.

36. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

37. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

38. Termination for Convenience.

- A. INDOT may terminate, in whole or in part, whenever, for any reason INDOT determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. INDOT will not be liable for Services performed after the effective date of termination.
- B. If INDOT terminates or partially terminates this Contract for any reason regardless of whether for convenience or for default in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to INDOT. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to INDOT any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

39. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, INDOT may terminate this Contract in whole or in part if (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If INDOT terminates this Contract in whole or in part, it may acquire, under the terms and in the manner INDOT considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to INDOT for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

- C. INDOT shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and INDOT shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). INDOT may withhold from the agreed upon price for Services any sum INDOT determine necessary to protect INDOT against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of INDOT in this Contract are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by INDOT.** If the CONSULTANT believes INDOT is in default of this Contract, it shall provide written notice immediately to INDOT describing such default. If INDOT fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses *if Ordered by a court*, provided that if such cure is not reasonably achievable in such time, INDOT shall have up to one hundred twenty (120) days from such notice to effect such cure if INDOT promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the State or INDOT.

40. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of Services or consideration provisions of this Contract. Expenditures made by the CONSULTANT for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular.

41. Waiver of Rights. No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither INDOT's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to INDOT in accordance with applicable law for all damages to INDOT caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

42. Work Standards/Conflicts of Interest.

- A. The CONSULTANT shall understand and utilize all relevant INDOT standards including the Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in **Appendix "A"** or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
- B. The CONSULTANT agrees to comply with the "Indiana Department of Transportation Consultant Conflict of Interest Policy" (Conflict of Interest Policy) attached hereto as **Appendix "F"**. Failure to comply with the Conflict of Interest Policy may be grounds for INDOT to terminate this Contract under either Section 38 (Termination for Convenience) or Section 39 (Termination for Default) at INDOT's discretion.

43. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

44. Employment Eligibility Verification

The Consultant affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Consultant shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Consultant is not required to participate should the E-Verify program cease to exist. Additionally, the Consultant is not required to participate if the Consultant is self-employed and does not employ any employees.

The Consultant shall not knowingly employ or contract with an unauthorized alien. The Consultant shall not retain an employee or contract with a person that the Consultant subsequently learns is an unauthorized alien.

The Consultant shall require his/her/its sub-consultants, who perform work under this contract, to certify to the Consultant that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program. The Consultant agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The State may terminate for default if the Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

45. [Reserved]

46. Assignment of Antitrust Claims.

The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Consultant, or that the undersigned is the properly authorized representative, agent, member or officer of the Consultant. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Consultant attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures


I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Consultant and the State have, through their duly authorized representatives, entered into this Contract. The parties having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

HNTB INDIANA, INC

Indiana Department of Transportation

By: 

By: 

Title: Vice President

Title: Deputy Commissioner

Date: April 5, 2018

Date: May 16, 2018

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

APPENDIX "A"

**INTERSTATE TOLLING PROJECT PLANNING & NEPA SERVICES
RFP 1710s1**

Final Scope of Services

The services to be provided include:

- Task 1 – Strategic Planning
- Task 2 – Project Management, Tolling & NEPA Documentation
- Task 3 – Communications
- Task 4 – Indianapolis Master Assessment Process (IndyMAP)

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1. Strategic Planning

1.1. Risk Workshops

Objective

Conduct two multi-disciplinary risk management workshops to identify and assess potential risk elements that could negatively affect successful implementation of a statewide tolling program.

Results/Deliverables

- Plan/Conduct Risk Workshops
- Initial risk register
- Updated risk register (monthly updates)

Activity:

The CONSULTANT will perform the following activities:

- Develop an initial risk register based experience in other states.
- Present the initial risk register at a risk workshop, and refine based on discussions.
- Update risk register as work on the Strategic Plan proceeds.
- Present an updated version a second risk workshop, and refine based on discussions.
- Maintain the risk register throughout the study as part of the project management activities.

Assumptions:

Workshops will be held at INDOT or HNTB offices.

1.2. Tolling Workshop

Objective

Conduct a one-day tolling workshop for INDOT Leadership to present relevant toll specific information to the INDOT Statewide Tolling Program.

Results/Deliverables

- Tolling Workshop

Activity

The CONSULTANT will perform the following activities:

1.2.1. Develop Workshop Agenda for INDOT review/approval

The workshop agenda could include the following:

- Evolution of Tolling – Latest Trends
- Toll Technology/Operations

- Recent Toll System Procurements
- Financing Trends
- Legal/Policy Trends
- Organizational Structure Options (Examples)

1.2.2. Develop Workshop Materials and Presentation based on approved agenda

Conduct workshop with subject matter experts' participation specific to agenda.

Assumptions

- Workshop will be 1 day (up to 8 hours) and will be held at INDOT or HNTB offices

1.3. Statewide Traffic Analysis

Objective

To provide INDOT with the analytical framework to support the Strategic Plan, this task will accomplish the following objectives:

- Provide sketch level traffic and revenue assessment to determine prioritization and selection segments for identified tolling corridors.
- Provide planning level traffic and revenue study incorporating actual travel patterns and travel segmentation for interstate corridor segment selected for more detailed study, culminating in estimated annual revenue forecasts from tolling.
- Evaluate an optimum toll rate structure and assessment of potential toll discounting options and the revenue impact of such discounts.
- Identify traffic diversions due to tolling, and traffic impacts on alternative routes.

Results/Deliverables

The deliverables for this task include the following:

- Data collection summary
- Updated traffic profiles
- Summary of initial sketch level traffic and revenue
- Summary of planning level traffic and revenue
- Traffic impact summaries

Activity

To meet the Strategic Plan schedule requirements, this task will be conducted in two phases. The first phase will primarily involve sketch level traffic and revenue assessment for I-65, I-70, and I-94. For each corridor, independent tolling segments will be identified based on proposed infrastructure improvements, revenue potential etc. The second phase will involve a more enhanced analysis based on an updated traffic profile, incorporating actual travel patterns and current operating conditions.

The first phase of traffic analysis will be performed with readily available models and minimal calibration. The Indiana Statewide Model and the National Interstate Tolling Model will form the basis for this analysis. In parallel with the Phase 1 work, extensive data collection (Task 1.3.2) and the subsequent model refinement and calibration (Task 1.3.4) will be conducted. In this way, the refined model, which will make use of all updated data collected in Task 1.3.2, will be ready for use in the more detailed analysis of the interstate corridors.

More information about efforts included in each of the Subtasks is provided below.

1.3.1. Project Initiation

This Subtask will be initiated immediately upon receipt of notice to proceed. It will include a refinement of the study scope and work plan, and development of a more detailed tracking schedule for management of the work. A kick-off meeting will be held with INDOT traffic staff to get clear agreement on the traffic scope, schedule, project deliverables, lines of communication and documentation and coordination needs.

Discussions will be facilitated with INDOT staff to review current plans for improvements in each of the potential tolled corridors. Each of these projects will be reviewed with INDOT staff to get a clear understanding of what should be assumed in terms of capacity changes, access changes, etc. If final plans for these projects are not yet available, agreement will be sought on assumed improvements for purposes of this study.

1.3.2. Data Assembly and Review

Data will be required to support traffic and revenue analysis of the corridors. License plate surveys will be conducted to assist in determining how much traffic is coming from out of state and existing traffic counts will be requested from INDOT for each of the study corridors. It is assumed that some new traffic counts may need to be collected and summarized to support the traffic and revenue analysis. This may include vehicle classification counts to ensure an accurate estimation of the amount of toll revenue that could be attributed to trucks. INRIX speed data will also be obtained to reflect current congestion levels along the corridors to be studied, as well as pertinent competing and complimentary travel routes. The proposed data collection and assembly of data will include the following:

- License Plate Surveys: License plate surveys will be conducted for 12 hours using video technology collection at 24 locations.
- Traffic Counts: Coordinating with the INDOT, existing count information from the INDOT database for the corridors to be studied will be obtained. Counts will be summarized to an average weekday, representing current conditions. Following the summarization of existing traffic counts, a request will be submitted (if necessary) for proposed new traffic counts to be conducted at specific locations.
- Current Congestion Analysis: 2017 INRIX speed data will be collected and summarized to display an average weekday condition for each of the corridors to be studied and pertinent competing and complimentary routes.
- Origin Destination data collection: Travel patterns along the interstate corridors to be studied will be collected through INRIX. Data will be summarized by average weekday, coinciding with traffic counts. Data from

INRIX will be obtained for one month, and will help estimate travel patterns and trip length distributions.

This data collection and summary effort will support traffic and modeling calibration and allow for a more accurate breakdown of the amount of traffic and revenue that can be expected from out of state traffic and trucks for each corridor. INRIX speed data will also help to demonstrate where existing congestion currently exists along each of these corridors.

In addition to the data collection outlined above, a full program of route reconnaissance and GPS speed/delay will be run in each of the corridors. This will include both peak and off-peak hours runs, particularly in the metro areas. This will serve to verify the reasonableness of other speed and congestion information collected. More importantly, it will allow the CONSULTANT to get a clear understanding of each corridor before beginning the detailed analyses.

1.3.3. Initial Sketch Level Traffic and Revenue Assessment of Projects

Each of the tolling corridors will be subjected to an initial traffic and revenue assessment. Up to three toll rates will be evaluated to determine the toll rate level. Three assignment runs will be made.

Based on the selected toll rate, up to four tolling scenarios will be evaluated for each interstate corridor separately. This will assist in understanding how to sequence the implementation of tolling within the interstate corridor. A total of 24 assignments will be run at opening year. Once this is established, it will be possible to combine the sequencing for all the interstate corridors over a 10-year period. Two scenarios will be evaluated per year, representing up to 20 assignment runs.

One assignment at 2045 levels will be conducted representing the full implementation of tolling. This will enable the general identification of viable toll rates for each of the projects/corridors. Revenue forecasts will also be prepared through 2045. This will then be used in a relative initial financial feasibility assessment and screening of each scenario/project/corridor.

The modeling conducted in this subtask will provide a relative measure of revenue potential for purposes of initial prioritization and comparison between candidates and scenarios.

The most current version of the Indiana Statewide Model will be reviewed and updated where necessary for each project corridor being studied to ensure speeds, number of lanes, and capacities are being properly reflected. The major subtasks will be as follows:

- Convert networks and trip tables from Transcad to Cube Voyager format. The assignment process incorporates the toll diversion choice model.
- Create 2017 network and run initial calibration analysis: This will entail a review and editing of the network for each project corridor (as necessary) to ensure there are appropriate speeds, number of lanes, and capacities coded into the network. 2017 trip tables run on the appropriate to assess the traffic assignment volumes against volumes. In this initial assessment, model volumes will be adjusted to match actual volumes through an Origin-Destination Matrix Estimation process at select mainline locations on the interstate corridors.

- Prepare 2022-2032 and 2045 Networks and Trip Tables. This will include the following:
- Changes to the 2017 network will be applied to the 2022-2032 and 2045 networks. The 2022-2032 and 2040 networks will also need to reflect any major roadway transportation projects planned in the State and particularly within the corridors being studied. Any adjustments made to the 2017 trip tables will be carried forward to the 2022-2032 and 2045 trip tables.
- Traffic and Toll Revenue Analysis. This will include the following:
 - Prepare model inputs such as vehicle operating costs and value of time parameters.
 - Analyze other toll rates in the region to develop a range of appropriate toll rates to test, including the amount of video surcharge to assume.
 - Conduct toll sensitivity runs (assume 3 runs) at 2022 levels assuming tolling of all interstate corridors. This includes setting up the model runs, coding in the tolling locations or per mile toll rates, running, reviewing the findings for reasonableness, and summarizing the traffic and toll revenue for each toll rate and scenario.
 - Setup and run the proposed implementation of the tolling program over a 10-year period beginning 2022.
 - Setup and run the six interstate corridors as a system at 2045 levels with the toll rate selected at 2022, but adjusted at an assumed annual inflation rate of 2.5 percent. Summarize the traffic and toll revenue at 2045 levels.
 - Create annual streams of transactions and gross toll revenue for each project reflecting the proper mix of trucks, transponder users, and video toll users.

1.3.4. Model Refinement and Calibration

The Statewide Model will be refined for use in the detailed analysis, incorporating data collected in Task 1.3.2. The National Interstate Tolling Model will be used to estimate the impact to long distance movements beyond Indiana, and will allow of adjustments to be made to the Statewide model external movements.

A current demand profile will be developed using the comprehensive set of data obtained in Task 1.3.2 for all project roadways to be studied. This will include the development of summarized profiles for travel speeds and origin-destination patterns in the state. Figures and/or tables displaying traffic volumes, trip patterns, travel speeds, and in-state vehicle percentages along project corridors will be prepared.

The Indiana Statewide model will be validated in the study area against screenline counts, interstate counts and long-distance origin-destination patterns. Values of time will be estimated for sub-regions within Indiana, and information will be obtained on potential ETC market penetration.

1.3.5. Planning Level Traffic and Revenue Study of Projects

In this Subtask, detailed traffic and revenue analyses will be conducted for the interstate corridors based on the initial sequencing/prioritization previously established, including:

- Assessment of toll pricing alternative strategies. This will include evaluation of toll differentials between ETC/Video; passenger car vs. truck axle multipliers;

Frequency Discounts, etc. Up to 5 alternative toll pricing structures will be evaluated at the opening year for comparisons.

- Development of a refined corridor profile, with data collected in Task 1.3.2, such as the in-state vs. out of state, trucks vs. cars, potential discount program participants, and the share of electronic transponder vs. “video” toll transactions.
- Working with the toll technology team, establishment of general locations of tolling points, including mainline gantries, or possibly some ramp tolling locations if needed.
- Further calibration changes to the 2017 network as part of this subtask will be applied to the 2022-2032 and 2045 networks. The 2022-2032 and 2045 networks will also need to reflect any major roadway transportation projects planned in the State and particularly within the corridors being studied, not identified at the time, or assumed in Task 1.3.2. Any further adjustments made to the 2017 trip tables will need to be carried forward to the 2022-2032 and 2045 trip tables.
- Development of future estimates of demand for the corridor, using the refined statewide model and recognizing any additional roadway capacity being added in ‘build’ conditions for toll road operations. Assignments will be made for an assumed opening year of the projects 2022-2032 and at 2045 levels.
- Testing of a range of toll rates (3) to develop toll sensitivity curves. Toll rates will be selected based on criteria set during interim discussions throughout the study, which are assumed to include rates to minimize diversion to the extent possible while recognizing that there is a cost to operate toll facilities and collect revenue.
- After the toll sensitivity analysis, refinement of set of traffic assignments for the optimum configuration of toll rates and for each of analysis years (2022-2032 and 2045). These will be reviewed for reasonableness, using select link and corridor share analysis. Special attention will be given to potential traffic diversions to alternative routes, a critical issue in the assessment of tolling. Post model adjustments will be made as needed. Capacity constraints will also be recognized.
- The detailed modeling in this task will also be made with and without the proposed project improvements being supported by the tolls. In addition, a “no toll” assignment will be made for each future assignment year. By comparing these with the future toll “build” assignments, it will be possible to estimate impacts and benefits such as changes in VMT, VHT and more.
- Estimation of annual transactions and toll revenue estimates, after review and finalization of traffic estimates in each of the benchmark modeling years. Estimates for intermediate years will be developed through interpolation; subsequent to 2045 estimates will be based on reasonable, but generally conservative, traffic growth assumptions. Forecasts will be prepared for a 30-year period for each project, from 2022 through 2052.
- Revenue estimates will recognize the relative mix of cars and trucks, with trucks assumed to pay higher toll rates. Revenue estimates will also recognize the proportion of in-state vs out-of-state traffic, and the estimated proportion of traffic which may qualify for discount programs if such a program is established.

A planning level traffic and revenue study technical memorandum will be provided for each project/corridor subjected to the detailed analysis. These will include a summary of toll sensitivity, traffic and revenue forecasts, the proportion of discounted customers, the proportion of revenue from in- vs. out-of-state vehicles, traffic impacts, and more.

1.3.6. Traffic Impact Analysis

This task will take the results of the detailed traffic modelling in the Phase 2 studies to identify and summarize impacts of the implementation of tolling, and of the proposed improvements which may be supported by tolling. This will include:

- Traffic Impact/Diversions. The toll vs. no-toll assignments will be compared to identify the magnitude and specific routes expected to be impacted, based on a volume threshold to be established. Traffic impacts, stratified by passenger cars vs. trucks, will be provided on select routes (and major route segments) which are expected to experience a level above the threshold for both the 2022 and 2045 model year runs.
- Impacts on travel time, both in aggregate (net change in VHT) and for typical trips on each tolled corridor.
- Changes in average speeds on the tolled routes, with and without tolling as well as with and without the proposed improvements. For corridors with multiple improvements, the net impacts of the improvements will be computed as one comparison between the no-build and the full build alternatives.
- Changes in vehicle miles of travel, by vehicle type and route type.
- Impacts on motor fuel consumption, computed from estimated changes in VMT by vehicle and roadway type.
- Estimates of typical tolls paid by travel category such as commuters, in-state vs out-of-state, trucks vs cars, etc.

The results of the travel benefits analysis will be summarized in a technical memorandum for each of the projects/corridors studied in detail.

1.3.7. Project Documentation

This task will comprise project documentation development and submittals. This will include technical memoranda submitted at the conclusion of the previous subtasks. Planned Technical Memoranda include:

- Data Collection Summary
- Updated Traffic Profiles
- Summary of Initial Traffic and Revenue
- Summary of Planning Level Traffic and Revenue
- Travel Impact Analysis

1.4. Initial Concept of Operations

Objective

Develop an initial Concept of Operations (ConOps) document that will be utilized to estimate annual operations costs needed for financial planning aspects of the Strategic Plan. The initial ConOps will be further refined throughout the project as

decisions are made. The ConOps will be a living document that will eventually provide input for the Toll System and Operations procurement(s).

Results/Deliverables

The deliverables for this task include the following:

- Initial Concept of Operations

Activity

The CONSULTANT will perform the following activities:

- Develop initial toll collection system/operations strategies based on industry scans of similar operations.
 - Lane system
 - Back office system
 - Customer service center operations
- Develop initial traffic operations strategies based on industry scan of similar operations and existing INDOT budget information.
 - Incident detection
 - Incident management
- Develop initial routine annual maintenance strategies based on existing INDOT budget information.
 - Inclement weather strategies
 - Mowing cycles
 - Litter pick-up
 - Minor repairs
- Develop annual operations cost model based on strategies and concepts

Assumptions

- INDOT staff has current budget information for annual routine maintenance of current Interstate System.

1.5. Engineering and Environmental Scoping Analysis

Objective

Develop high-level conceptual scoping report to support corridor sequencing. Identify segments where additional capacity is needed. Identify a bridge replacement or bridge deck replacement project between each interchange along the corridors. Develop high-level scoping and costing reports on a per mile basis to support the Strategic Plan. Determine up to 20 key areas in which right-of-way may be required, or other unique physical (e.g., I-65 & SR 46 Interchange in Columbus) or environmental (e.g., extensive wooded wetland areas in the existing interstate median) elements would impact the typical cost and/or schedule.

Results/Deliverables

- Engineering and Environmental Scoping Report (one per each of 6 corridors)

Activity

The CONSULTANT will perform the following activities:

- Document the methodology and results of the engineering and environmental scoping analysis for the Strategic Plan.
- Evaluate the need for adding capacity on the corridors. Note if bridges or roadway segments require widening.
- Identify all segments of I-65 and I-70 that are currently 3 lanes in each direction.
- Compile existing bridge inspection reports, condition data, and work recommendations from INDOT's bridge management system for each bridge.
- Based on existing information provided by INDOT, identify one bridge between each set of interchanges that requires either a full deck replacement or complete bridge replacement.
- Develop planning-level cost estimates (e.g., cost per square foot, cost per mile) for potential bridge structure and roadway improvements.
- Gather existing and secondary source GIS information to complete a GIS screening focused on socioeconomic and environmental factors. GIS data considered will include unique streams/rivers, managed lands, Section 6(f) properties, karst, historic resources (State Historic Architectural and Archaeological Research Database), and demographic data (via U.S. Census American Community Survey) to identify low-income and/or minority populations of concern.
- Gather and review costs from existing project intent reports.
- Flag key design areas (up to 20) along the corridors that will require more than the typical median wide widening.
 - Areas/Interchanges that may require additional right-of-way
 - Areas that have complex design or environmental elements
- Determine planning level cost per mile for the typical widening segments.
- Determine planning level costs for each of up to 20 key design areas.
- Assess contractor and designer capacity and INDOT program capacity related to the overall sequencing strategy. Identify strategies to implement and include a construction timeline for each corridor.

Assumptions

- Planning-level only analysis.
- Excludes survey work and preliminary engineering design work.
- Will use existing statewide GIS, Google Earth, INDOT Bridge Inspection Application System (BIAS), Indiana Bridge Management System (BMS), and other existing readily available data. No field studies or windshield surveys will be completed to validate, refine, or supplement the existing information.
- Where widening of I-65 and I-70 is warranted, it is assumed that the widen will occur within the existing median to the extent feasible.
- Up to 20 total key design areas will be evaluated where widening within the existing median is not feasible.
- The GIS screening is intended to focus on incorporation of avoidance and minimization measures at key design areas early the project development

process. The scope of work does not include GIS screening for widening of an entire corridor.

1.6. Planning Level Financial Analysis

Objective

Evaluate potential toll financing structures and develop a financing strategy for the Strategic Plan.

Results/Deliverables

- Project memorandum defining a financing strategy for the Strategic Plan.

Activity

The CONSULTANT will perform the following activities:

- Identify toll financing structures to evaluate (stand-alone toll revenue bonds, tax-backed toll revenue bonds, availability payment, etc.).
- Estimate financing capacity and debt repayment schedules for each structure.
- Conduct a feasibility assessment of project segmentation and phasing strategies to support implementation.
- Document the results in a project memorandum.

Assumptions

- State level bonding (general obligation, tax-backed, etc.) capacity will be provided by INDOT.

1.7. Toll Rate Policy

Objective

Determine INDOT's preferred toll rate structure.

Results/Deliverables

The deliverables for this task include the following:

- A preferred rate structure for inclusion in the Strategic Plan.

Activity

The CONSULTANT will perform the following activities:

- Building from INDOT's Toll Feasibility Study, define a reasonable set of toll rates for autos, medium trucks, and heavy trucks.
- Evaluate options for providing discounts based on frequency and in-state vs. out-of-state status.
- Present options to INDOT and facilitate a conversation on the preferred rate structure.
- Document the preferred toll rates for incorporation into the Strategic Plan.

Assumptions

- The rates will address three vehicle types – autos, medium trucks, and heavy trucks.
- The rates will include a differential toll rate for transponder vs. video transactions.
- The rates will be expressed as a cost per mile of travel.

1.8. Corridor Sequencing

Objective

Develop a tolling implementation plan.

Results/Deliverables

The deliverables for this task include the following:

- A Corridor Sequencing Plan that presents a schedule for toll implementation activities (environmental work, construction, and toll collections), and summarizes anticipated costs and revenues.

Activity

The CONSULTANT will perform the following activities:

- Develop a draft Corridor Sequencing Plan based on the results of prior strategic planning activities. The plan will be based on the following inputs:
 - INDOT's preferences resulting from the toll workshop.
 - Traffic and revenue forecasts based on the enhanced statewide model and INDOT's preferred toll rate structure.
 - Tolling costs estimated in the Initial Concept of Operations.
 - Environmental issues identified during the GIS screening process.
 - Unit costs, bridge conditions, constructability issues, and construction capacity issues identified during the engineering and environmental scoping analysis.
 - Financial options identified during the financial analysis.
 - INDOT's preferred Federal tolling program(s).
- Present the sequencing plan to INDOT and update based on feedback received.
- Document the sequencing process and the resulting plan for incorporation into the Strategic Plan.

Assumptions

- The sequencing plan will address I-65 from I-90 to I-465, I-65 from I-465 to the Ohio River, I-70 from the Illinois State line to I-465, I-70 from I-465 to the Ohio State line, I-65 and I-70 within I-465, and I-94 from the Illinois State line to the Michigan State line. At INDOT's direction, it may describe generally how additional interstates could be added to the program in the out years.

1.9. Develop Strategic Plan

Objective

Develop a Strategic Plan that INDOT can submit to the Indiana Legislature.

Results/Deliverables

The deliverables for this task include the following:

- Draft and Final Strategic Plan.
- Presentation of the Strategic Plan to the Legislature

Activity

The CONSULTANT will perform the following activities:

- Develop a Draft Strategic Plan. It is anticipated that the plan will include the following information:
 - Executive Summary
 - Vision and goals of the tolling program.
 - Guiding principles of the program, such as overall schedule, rates, federal programs, financial strategies, and governance.
 - Summary of the Initial Concept of Operations.
 - Summary of the Corridor Sequencing Plan.

At INDOT's direction, additional documents developed as part of the Strategic Planning activities may be included as appendices to the Strategic Plan.

- Provide initial and final drafts to INDOT for review and incorporate feedback into a final version.
- Assist INDOT with the preparation and delivery of a presentation summarizing the Strategic Plan to the Legislature.

2. Task Project Management, Tolling, and NEPA Documentation**Objectives:**

- Develop and implement measures that lead to successful delivery of the project scope.
- Provide toll related assistance/information related to strategic planning activities and Indy metro NEPA environmental work and NEPA processes.
- Provide support to INDOT staff as required/requested.
- Develop a toll system procurement strategy and schedule based on industry trends, risk analysis and goals and objectives of INDOT staff.
- Develop policies and procedures, NEPA analytical methodologies, and traffic methodologies to achieve consistency within the supporting technical analyses on projects within the statewide tolling program.

Results/Deliverables:

The deliverables for this task include the following:

- Quality Assurance/Quality Control Plan (QA/QC Plan)
- Style Guide
- ProjectWise structure/permissions
- Draft and Final Project Management Plan (PMP)
- Project Schedule in MS Project
- Draft and Final Coordination Meeting Summaries
- Conceptual design of a single 3-lane gantry

- Toll System Procurement Strategy Report (Lane System, Back Office, CSC Operations)
- Procurement/Implementation/Go Live Schedule

The CONSULTANT will perform the following activities through February 2019:

2.1. Project Controls

- Develop QA/QC Plan (includes submittal and approval by INDOT)
- Establish and implement Document Control Systems
- Prepare Document Styles, Standards, and Protocols (Style Guide)
- Setup ProjectWise Structure/Permission Structure
- Develop Draft PMP template according to most recent FHWA guidance
- Develop and maintain MS project schedule

2.2. Project Coordination

- Prepare for and attend weekly internal management meetings
- Prepare for and attend bi-weekly INDOT/HNTB management meetings
- Manage schedule and budget
- Coordinate between tasks and project staff
- Respond to requests for INDOT internal briefings and communications support
- Prepare for and attend monthly coordination conference calls with INDOT legal counsel

2.3. Toll Advisory Services

2.3.1. Toll Gantry Analysis

- Utilize civil work to support conceptual design of a single representative toll gantry location to determine estimated cost per gantry (statewide) and potential impacts resulting from the conceptual design footprint.
- Prepare preliminary plan and profile sheet for single representative gantry location, determine conceptual design footprint and associated impacts.
- Prepare preliminary plan and profile sheet for representative gantry location.

2.3.2. Toll System Procurement Support

- Perform baseline discovery of current system being used at the Ohio River Bridges.
 - Business rules
 - Processes
 - Scalability
 - Flexibility
- Perform analysis of current INDOT/Indiana statutes and policies related to toll collection to identify potential risks/deficiencies that will impact the collection of tolls on statewide system.

- Perform comparative analysis of the Ohio River Bridges system to industry standards for statewide toll systems and toll operations.
- Perform review and analysis of current INDOT procurement and related procedures for options to procure new toll system, including review of existing procurement templates.
- Conduct a workshop with INDOT decision makers.
 - Present recent toll system procurement trends
 - Present baseline analysis of the Ohio River Bridges toll system and toll operations
 - Present statutory/policy findings
 - Present multiple options for procurement and contracting of new toll system and toll operations
 - Assist INDOT with goals and objectives for procurement, and implementation of statewide toll system and toll operations
- Identify viable procurement options
- Perform a risk-based analysis of viable procurement options based on established goals and objectives.
- Develop a procurement strategy for INDOT review and approval
- Establish sketch level budget for procurement and implementation of Statewide Toll System
- Prepare System/Operations strategies based on Industry Scans of similar operations.

2.3.3. General Toll Advisory Support

Toll advisory services will provide support the following activities

- Strategic plan
- Toll policy
- Sequencing
- Communications Plan
- NEPA documentation
- Initial environmental justice strategies
- Initial transponder penetration analysis

Assumptions

- No field survey work or verification of existing data is included in scope of work.
- Design will be based on project intent reports provided by INDOT and/or planning-level operation analysis. The conceptual design may require refinement when approved design year toll traffic projections are available.
- No detailed system requirements will be developed for toll system procurement
- Access will be provided to the Ohio River Bridges Toll System Documentation and INDOT staff for discovery purposes.

2.4. Program NEPA Approach

Objective

To develop a NEPA documentation and processing approach for the implementation of INDOT's statewide tolling program.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final memorandum summarizing potential NEPA strategies
- Draft/final meeting minutes

Activity

The CONSULTANT will perform the following activities:

- Prepare a draft memorandum identifying and summarizing considerations associated with potential NEPA approach strategies (e.g., programmatic, tiered NEPA documents).
- Refine draft memorandum based on INDOT and FHWA review comments (two separate review cycles).
- Prepare, attend, and document up to four meetings with INDOT, FHWA and INDOT legal staff.

Assumptions

- All meetings will occur in the Indianapolis metro area. Participants not located in Indianapolis will participate via conference call or web conference.
- Up to three CONSULTANT staff will participate in each of the meetings.

2.5. Statewide Tolling Purpose and Need Statement

Objective

To develop a single document summarizing the work and analysis completed to date by INDOT regarding the need to implement statewide tolling. This information will serve as a foundational element for project-level NEPA analyses to improve consistency and clarity across multiple projects.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final annotated outline for statewide tolling purpose and need statement.
- Initial and final draft statewide tolling purpose and need statement.
- Final statewide tolling purpose and need statement.

Activity

The CONSULTANT will perform the following activities:

- Assemble and review existing transportation plans, as well as studies and analyses related to tolling completed by INDOT. This information will include, but may not be limited to, the following:
 - INDOT Funding Mechanism Study (including technical memoranda)

- INDOT Tolling Feasibility Study
- INDOT Asset Management Plan
- INDOT 2013-2035 Future Transportation Needs Report or statewide latest long-range transportation plan
- Develop an annotated outline for coordination with and review by INDOT and FHWA.
- Refine annotated outline upon receipt of consolidated comments from INDOT and FHWA (two separate review cycles).
- Compile information from existing plans, studies and analyses into a draft purpose and need statement for interstate tolling. This document will summarize prior work to establish background and context associated with the need for tolling to establish a long-term, sustainable funding source for transportation.
- Refine draft statewide tolling purpose and need upon receipt of consolidated INDOT and FHWA review comments (two separate review cycles).
- Refine draft statewide tolling purpose and need based on feedback received from statewide outreach activities.

Assumptions

- The statewide tolling purpose and need document will be based on existing and secondary source information.
- As needed, INDOT will make prior studies and supporting technical documentation available to the CONSULTANT.
- Consistent with 23 USC 168 or other applicable authority, the statewide tolling purpose and need statement will be incorporated by reference into subsequent project-level NEPA analyses to improve efficiency and defensibility.
- Public involvement related to the statewide purpose and need statement is included in Task 3.2.

2.6. Modal and Policy Alternatives Analysis

Objective

To develop a single document summarizing existing plans, policies, and technical analyses to better define the range of alternatives for study in the project-level NEPA documents. This information will serve as a foundational element for project-level NEPA analyses to improve consistency and clarity across multiple projects.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final annotated outline for modal and policy alternatives analysis
- Initial/final draft modal and policy alternatives analysis

Activity

The CONSULTANT will perform the following activities:

- Gather and review existing transportation plans, as well as studies and analyses related to tolling completed by INDOT. This information will include, but may not be limited to, the following:
 - Indiana Mass Transit Study
 - MPO and municipal long-range transportation plans
- Develop an annotated outline for coordination with and review by INDOT and FHWA.
- Refine draft annotated outline upon receipt of consolidated comments from INDOT and FHWA (two separate review cycles).
- Compile information from existing plans, studies and analyses into a high-level modal and policy alternatives analysis. The document will summarize information from prior work to establish background and context associated with the potential solutions to address statewide transportation needs and the extent to which different modes and policies may or may not address identified transportation needs.
- Refine draft modal and policy alternatives analysis upon receipt of consolidated INDOT and FHWA IN Division review comments (two separate review cycles).
- Prepare for, attend, and document up to two meetings with INDOT and FHWA Division.

Assumptions

- The modal and policy alternatives analysis will be based on existing and secondary source information.
- As needed, INDOT will make prior studies and supporting technical documentation available to the CONSULTANT.
- Consistent with 23 USC 168 or other applicable authority, the modal and policy alternatives analysis will be incorporated by reference into subsequent project-level NEPA analyses to improve efficiency and defensibility.
- Up to three CONSULTANT staff will participate in each of the meetings.
- Public involvement related to the modal and policy alternatives analysis is included in Task 3.2.

2.7. Statewide Agency Coordination

Objective

To develop and implement a plan for resource and regulatory agency coordination that is consistent with 23 USC 168 or other applicable authority and supports incorporation by reference of planning products generated during the development of the strategic plan into the project-level NEPA environmental review(s).

Results/Deliverables

The deliverables for this task include the following:

- Draft/ final agency coordination plan
- Draft/final correspondence initiating agency coordination
- Draft/final agency coordination meeting agenda
- Draft/final meeting agency coordination meeting summaries

Activity

The CONSULTANT will perform the following activities:

- Develop an agency coordination plan that will identify the agencies to be coordinated with and how coordination will occur during the development of the Strategic Plan.
- Prepare letters to initiate coordination among stakeholder agencies. Refine draft agency coordination letters based on consolidated review comments from INDOT and FHWA (two separate review cycles).
- Prepare agenda for agency coordination meeting. Refine draft agenda based on consolidated review comments from INDOT and FHWA (two separate review cycles).
- Prepare for, attend, and document up to 4 agency coordination meetings to get input on the draft statewide tolling purpose and need, as well as the modal and policy alternatives analysis. Refine draft meeting summaries based on consolidated review comments from INDOT and FHWA (two separate review cycles).
- Identify potential meeting locations, coordinate options with INDOT, and schedule agency coordination meetings.

Assumptions

- The agency coordination plan included in this task is specifically focused on coordination needed during the strategic planning process.
- The primary information used for the agency coordination meetings will be the statewide tolling purpose and need and the policy and modal alternatives analysis.
- Up to four CONSULTANT staff will participate in each of the agency coordination meetings.
- All agency coordination meetings will be held in Indianapolis. Where possible, agency coordination meetings will offer conference call or web conferencing capabilities for those able to participate in-person.

2.8. Environmental Justice Strategy for Statewide Tolling Program**Objective**

To initiate early discussions of potential business rules and policies that could proactively address environmental justice during the strategic planning process with the overall intent to feed into the concept of operations and/or the traffic and revenue projections.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final assessment of potential business rules and policies
- Draft/final meeting summaries

Activity

The CONSULTANT will perform the following activities:

- Conduct literature search of recently approved NEPA tolling documents and compile list of best practices from toll projects and clients across the country to identify potential best practices for addressing environmental justice and equity concerns.
- Complete strength, weaknesses, opportunity, threat (SWOT) assessment of potential strategies.
- Compile brief memorandum or presentation to review and discuss potential strategies with INDOT and FHWA. Refine draft deliverable based on consolidated review comments received from INDOT and FHWA (2 separate review cycles).
- Prepare for, attend, and document up to 4 meetings with INDOT and FHWA to discuss potential environmental justice strategies.

Assumptions

- Up to three CONSULTANT staff will participate in meetings with INDOT and FHWA.
- Meetings will be conducted in Indianapolis. HNTB tolling staff will participate via telephone or web conference unless timing of meetings overlaps with other approved travel.

2.9. NEPA Analytical Methodologies for Program

Objective

To develop NEPA analytical methods to achieve consistent documentation and supporting technical analyses on projects within the statewide tolling program.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final methodologies for the following topics/resources:
 - Environmental justice
 - Socioeconomics
 - Business impacts
 - Toll traffic (see Section 2.10)
 - Section 106/Section 4(f)
 - Indirect and cumulative effects
- Draft/final agency coordination correspondence

Activity

The CONSULTANT will perform the following activities:

- Conduct literature search of recently approved NEPA documents toll projects and relevant guidance to identify potential best practices.
- Develop analytical methodologies to establish consistency and guide the environmental review and project development process for statewide tolling program projects.
- Prepare for, attend, and document up to 8 coordination meetings per methodology with INDOT and FHWA staff to discuss draft methodologies.

- Prepare correspondence to coordinate draft methodologies with agencies.
- Prepare for, attend, and document up to 4 agency coordination meetings to solicit feedback on the draft methodologies.
- Identify potential agency coordination meeting locations, coordinate the options with INDOT, and schedule agency coordination meetings.
- Refine draft methodologies based on comments received from agency coordination meetings and written correspondence.

Assumptions

- It is anticipated the methodologies for resources and issues not directly related to or affected by tolling implementation will be based on existing INDOT methodology and policy.
- The purpose of agency coordination is to solicit early feedback on methodologies and approaches. Formal approval or concurrence will not be sought.
- The focus will be to develop analytical methodologies for resources/topics that are potentially influenced by tolling. This will include environmental justice, socioeconomics, business impacts, toll traffic (see Section 2.10), Section 106, Section 4(f), and indirect and cumulative effects. For remaining resources/topics, the intent will be to reference and utilize INDOT's existing methodologies.
- Up to four CONSULTANT staff will participate in coordination meetings with INDOT and FHWA staff to coordinate and review draft methodologies.
- Up to 4 resource agency coordination meetings will be held to review methodologies.
- All agency coordination meetings will be held in Indianapolis. Where possible, agency coordination meetings will offer conference call or web conferencing capabilities for those not able to participate in-person.

2.10. Traffic Methodologies

Objective

Objectives of this task are described as part of each subtask below.

Results / Deliverables

The deliverables for this task include the following (all deliverables will be electronic):

- Definition of traffic forecasting requirements memo
- White paper summarizing the review of available models relative to the needs for traffic forecasting
- Methodology summary and supporting report for developing traffic forecasts based on local model availability/applicability
- Recommended criteria for identifying specific off corridor locations that may have an increase in traffic that may rise to the level of impacting Environmental Justice (EJ) neighborhoods, and/or historic structures/districts, parks, other Section 4(f)/6(f) resources and any potential for cumulative and secondary impacts memo.

- Proposed methodology summary and supporting report for initial screening of off corridor roadways based on recommended criteria and available tools/data. This methodology is intended to identify increases and decreases in traffic that are relevant to the assessment of effects, while screening out increases or decreases that are too small for the model to predict accurately
- Proposed methodology summary and supporting report for evaluating off corridor locations after initial screening
- Traffic Operation Analysis Methodology Summary and supporting report
- Methodologies to help understand any potential changes in transportation user costs associated with tolling (e.g., increased travel costs associated with changes in travel patterns associated with tolling).
- Final methodology summary and supporting report.
- Updated local model
- Tool (or addition to existing tool) for hosting all the forecast traffic volumes that can easily be shared for use in the various analytical packages (HCS, Synchro, noise model, etc.).
- White paper documenting the changes in travel pattern analysis for the defined area
- White paper documenting the user cost analysis for the defined area
- White paper documenting the traffic forecasting for the defined area

Activity

Activities of this task will include:

2.10.1. Traffic Forecasting Methodology

Objective

To develop a uniform approach to developing traffic forecasts for use in the environmental analysis that includes addressing the impacts of the implementation of tolls. Given the complexity of localized issues, a multiple step process will be needed using the statewide model for regional traffic shifts and for areas outside of the local MPO model areas. For areas where local models are available, the statewide information will be used in conjunction with the MPO models to develop the appropriate forecasts. The proposed methodology must address the full implementation in the horizon year but also must address staged implementation. It must also be able to address the impacts of changes to toll rates.

Activity

The CONSULTANT will perform the following activities:

- Review previous interstate tolling environmental efforts (local and other states) and summarize methods/outcomes reflecting on any lessons learned and best practices related to traffic forecasting methodologies.
- Develop draft traffic forecasting requirements for both corridor and off-corridor locations. This should address all needs for NEPA and design. They should outline time periods, level of detail (segment, ramp, intersection), with and without tolling, ranges of toll rates, differentiation between trucks and cars.

- Review draft traffic forecasting requirements with appropriate agencies. This effort includes meetings with the MPO's to discuss their models and share the forecasting methodologies with them. (Assumes up to 10 meetings)
- Based on input a final set of traffic forecasting requirements will be developed
- Review available models/tools/data to determine the suitability for producing traffic assignments in tolled conditions and its ability to work with the statewide model. Key details to be reviewed model temporality, value of time, traffic data accuracy, network and zonal details (existing and future), assignment algorithms used, current and forecasted socio-economic data used and other critical aspects of the model. (assumes up to 14 MPO models, the statewide model and other national tools & data sets)
- A draft project-level traffic forecasting framework will be developed that details how to stitch the models together into a smooth forecasting tool capable of developing traffic forecasts for different toll rates, different implementation years, and multiple scenarios. The model framework will essentially a GIS coverage that utilizes the inputs and outputs from the available models. The model framework will be detailed enough to produce forecasts to be used for NEPA environmental analyses for air, noise, Section 106, environmental justice, as well as indirect and cumulative effects as discussed in subsequent tasks.
- Review draft forecasting framework with appropriate agencies. (Assumes up to 10 meetings)
- Based on the input a final draft forecasting methodology will be developed

Assumptions

- This effort focuses specifically on the need for traffic data to support the development of NEPA documents and appropriate design decisions. This effort may or may not differ from efforts related to traffic estimated used to forecast revenue for similar circumstances.
- While traffic forecasting is usually a straight forward exercise, the implementation of tolls on such a broad scale increases the complexity significantly. The actual methodologies will need to address how to address the national/out-of-state diversion as well as localized (only traveling between interchanges) diversion both for volumes on and off the corridor. While this effort will build upon the work of projects like the Ohio River Bridges, the need to address phased implementation will also create unique circumstance that require additional consideration.
- All modeling parameters and additional data collection will come from efforts in tasks associated with toll traffic modeling for the Strategic Plan.
- This effort does not consider any changes based on the makeup of the vehicle fleet due to Automated or Connected Vehicles
- The following items are specifically not included in the scope:
 - Development of models or projections needed for the methodology.
 - Any data collection required outside of reviewing available reports/models.

2.10.2. Changes in Travel Patterns Methodology

Objective

Develop detailed methodology outlining what is required to identify locations off the corridor (if any) where there may be an increase in traffic that may rise to the level of creating an impact to a particular resource caused by changes in travel patterns resulting from the implementation of tolling. This effort will use data made available through the Traffic Forecasting Methodology.

Activity

The CONSULTANT will perform the following activities:

- Review previous interstate tolling environmental efforts and summarize methods/outcomes reflecting on any lessons learned and best practices related to the impacts on traffic diversion to historic buildings or neighborhoods, parks, other 4(f)/6(f) resources any potential for indirect and cumulative effects.
- Develop draft criteria for the purposes of identifying locations off corridor (if any) that may have an increase in traffic that may rise to the level of creating an impact to a particular resource(s).
- Review proposed draft criteria with appropriate agencies. (Assumes up to 10 meetings)
- Review available models/tools/data to determine the suitability undertaking this type of analysis. Key details to be evaluated include model temporality, value of time, network and zonal details (existing and future), assignment algorithms used, socio-economic data used and other critical aspects of the model.
- Working with draft criteria, the available tools/data, and any comments on the draft criteria, develop a draft methodology for implementing this task.
- Review draft Changes in Travel Patterns Methodology with appropriate agencies. (Assumes up to 10 meetings)
- Based on input, a final Changes in Travel Patterns Methodology will be developed.

Assumptions

- While this effort will start with the work done on the Ohio River Bridges, there have been more recent efforts/perspectives that need to be included so the most recent efforts can take advantage of those lessons learned. This effort will also need build into it the flexibility of staged implementation. The methodology will refined/adapted to consider the specific characteristics of INDOT's tolling program.
- The following items are specifically not included in the scope:
 - Development of any models or projections needed for the methodology
 - Any data collection required outside of reviewing available reports/models

2.10.3. Traffic Operations Analysis Methodology

Objective

Having established the traffic forecasts and changes in travel patterns methodologies, this task will outline the approach for traffic operation analysis. For some areas it may be a simple exercise (rural areas) and some very complex (urban areas). To clarify expectations given the potential for outputs from the Changes in Travel Patterns Task that could be chasing analysis beyond reasonable expectation. Also, this task should help align appropriate levels of effort depending on the type of area you are in.

Activity

The CONSULTANT will perform the following activities:

- Review previous interstate tolled and non-tolled environmental efforts and summarize methods/outcomes reflecting on any lessons learned and best practices related to traffic operation analysis.
- Develop draft Traffic Operation Analysis Methodology
- Review draft Traffic Operation Analysis Methodology with agencies. (Assumes up to 10 meetings)
- Develop final Traffic Operation Analysis Methodology

Assumptions

- This task will help get concurrence of all parties and confirm that a uniform approach is being used. This effort will also need build into it the flexibility of staged implementation. The methodology will refined/adapted to consider the specific characteristics of INDOT's tolling program.
- The following items are specifically not included in the scope:
 - Any additional data collection
 - No project-level analysis

2.10.4. Transportation User Costs Methodology

Objective

Develop a methodology for estimating user costs.

Activity

The CONSULTANT will perform the following activities:

- Review previous interstate tolling environmental efforts and summarize methods/outcomes reflecting on any lessons learned and best practices relative to evaluating use costs.
- Develop potential evaluation criteria to facilitate understanding of user costs.
- Review available models/tools/data to determine the suitability undertaking this type of analysis. Key details to be evaluated include model temporality, value of time, network and zonal details (existing and future), assignment algorithms used, socio-economic data used and other critical aspects of the model.

- Develop several potential evaluation methodologies for consideration given the limits of the available tools/data
- Review methodologies with appropriate key agencies only (up to four meetings)
- Refine approved methodology(s) based on input from agencies

Assumptions

- This effort will start with the work performed on the Ohio River Bridges.
- The following items are specifically not included in the scope:
 - Any additional data collection
 - No project-level analysis will be completed.

2.10.5. Traffic Forecasting Tool

Objective

Based on the methodologies developed in the previous effort in Task 4, the actual forecasting tool will be developed and tested to insure the methodologies operate as expected and make any adjustments necessary. The test area would be an area with an MPO model that would be the least complex and easy to identify any potential changes.

Activity

The CONSULTANT will perform the following activities:

- Update the local model per methodology
- Run tolled assignments with converted local model
- Create tool (or addition to existing tool) for hosting all the forecast traffic volumes
- Post process model runs into the tool to develop traffic forecasts
- Run changes to travel pattern analysis
- Run user cost analysis
- Develop traffic forecasting white paper
- Develop changes in travel pattern white paper
- Develop user cost white paper
- Refine tool as needed
- Meetings with appropriate agencies (10)

Assumptions

- This effort is intended to test the Task 4 methodologies and provide appropriate feedback to improve and troubleshoot only.
- The following items are specifically not included in the scope:
 - Developing intersection level forecasts
 - Doing final forecasts for use in the NEPA process

2.11. Guidance Manual for NEPA Tolling Consultants (Initial Draft)

Objective

To develop a guidance manual for all consultants working on the statewide tolling program.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final guidance manual
- Draft/final meeting summaries

Activity

The Consultant will perform the following activities:

- Prepare for, attend (up to three CONSULTANT staff), and document up to 10 meetings with INDOT, FHWA to discuss the draft guidance manual

Assumptions

- The draft guidance manual will be comprised of the final NEPA analytical methodologies associated with tolling (see Task 2.5 and 2.6) and the style guide.
- The guidance manual will be a living document that will be updated as the statewide tolling program evolves. The initial draft will be focused on detailing the methodologies by which NEPA consultants will perform their work, with the overall intent to facilitate INDOT's procurement of NEPA consultants for discrete projects identified in the strategic plan.

Future updates to the guidance manual will include communication protocols and document control techniques to clarify how INDOT, the CONSULTANT, and other prime NEPA consultants working on tolling program projects will interact and deliver projects within the statewide tolling program.

2.12. Indianapolis Metropolitan Area NEPA Initiation (DES #1801237)

Objective

Should INDOT decide to move forward with implementation of the statewide tolling program, the CONSULTANT will assist with project start-up and initiation activities for the NEPA environmental review process within the Indianapolis metropolitan area. These activities will focus on project start-up and providing

Results/Deliverables

The deliverables for this task include the following:

- Draft/final agency coordination plan
- Draft/final Notice of Intent
- Draft/final administrative record filing protocol/guidance
- Draft/final red flag investigation
- Draft/final IDEM Virtual File Cabinet review
- GIS shapefiles summarizing results of cultural resources record check (one shapefile for above-ground and one shapefile for archaeology)
- Initial/final draft preliminary purpose and need statement

- Initial/final draft conceptual alternatives analysis and screening memorandum
- Conceptual design plans for needed improvement areas

Activity

The Consultant will perform the following activities:

2.12.1. Agency Coordination Plan

- Develop an agency coordination plan that will identify the agencies to be coordinated with and how coordination will occur during the NEPA environmental review process.
- Revise agency coordination plan based on consolidated review comments from INDOT and FHWA (two separate review cycles)

2.12.2. Notice of Intent

- Develop a notice of intent (NOI) that includes basic project information, as well as details of public scoping meetings. In accordance with 40 CFR 1508.22, the NOI shall briefly describe the proposed action and possible alternatives; describe the proposed scoping process including whether, when and where any scoping meetings will be held; include the name and address of an agency contact who can answer questions about the proposed action and the environmental review process.
- Revise draft NOI based on consolidated review comments from INDOT and FHWA (two separate review cycles).

Assumptions

- The class of action for the project-level NEPA document will be an Environmental Impact Statement.
- The scope of work assumes the project will focus on implementation of tolling as part of an applicable tolling program.
- An analysis of logical termini and independent utility will be completed; however, the scope of work assumes the Indianapolis metropolitan area is defined as I-65 and I-70 within the Indianapolis MPO planning area.

2.12.3. Administrative Record

- Develop a draft filing protocol/guidance that designates the types of documents that should be filed and information that should be included in the administrative record database about each document.
- Revise filing protocol/guidance based on consolidated INDOT review comments.
- Develop the administrative record database in accordance with the filing protocol. The database will include all technical reports, meeting summaries, telephone memos, correspondence with agencies and stakeholders, comment/response matrices, and other relevant documents that were considered directly or indirectly in the decision-making process.

2.12.4. Red Flag Investigation / Field Review

- Complete a general field review to become familiar with the project area and environmental resources present.
- Complete a red flag investigation and IDEM Virtual File Cabinet review for up to 100 sites, and submit to INDOT ES for review and approval.
- Refine red flag investigation and IDEM Virtual File Cabinet review based on consolidated comments received from INDOT.

Assumptions

- The red flag investigation will be prepared in accordance with the Indiana Procedural Manual for Environmental Studies, or the most recent relevant guidance issued by INDOT.
- The Virtual File Cabinet review will include only those sites within 500 feet of the existing interstate right-of-way.
- The results of the Virtual File Cabinet will be provided in a tabular format.

2.12.5. Cultural Resources Record Check

- Complete a records check/literature review of site records, maps, reports, and other materials on file at DHPA and from the State Historic Architectural and Archaeological Research Database (SHAARD).
- Incorporate results into two GIS shapefiles (one for above-ground resources and one for archaeology).

Assumptions

- The records check will be limited to 300 feet adjacent to the existing interstate right-of-way.

2.12.6. Preliminary Purpose and Need and Statement

- Prepare a preliminary purpose and need statement for the project. The preliminary purpose and need statement will be based on existing asset inventory information and bridge inspection reports prepared by INDOT, and supplemented with planning-level operations analyses completed during the strategic planning process to identify potential deficiencies in the study area.
- Refine preliminary purpose and need statement based on consolidated review comments from INDOT and FHWA (2 separate review cycles)

Assumptions

- The preliminary purpose and need statement will be based on traffic data and analysis completed during the strategic planning process.
- The preliminary purpose and need will be refined as the project development process continues, including refinements based on approved design year toll traffic projections, as well as feedback from agency coordination and public involvement.
- The statewide tolling purpose and need statement developed during the strategic planning process will be incorporated by reference and summarized.

2.12.7. Conceptual Alternatives Development and Screening

- Assemble existing orthophotography, LIDAR elevation data, publicly-available GIS data and secondary source data.
- Identify and qualitatively evaluate potential no-build alternatives, including Travel Demand Management (TDM), Transportation System Management (TSM), and transit alternatives within the study area.
- Prepare conceptual design plans to determine conceptual design footprint and associated impacts.
- Identify and evaluate potential significant potential environmental impacts associated with conceptual alternatives based on existing GIS and secondary source data.
- Identify and evaluate high-level cost indicators (e.g., cost per square foot, cost per lineal foot, right-of-way) and prepare planning-level cost estimates for conceptual alternatives.
- Develop and populate evaluation matrices for conceptual alternatives based on screening criteria and objectives.
- Identify conceptual alternatives for further study as preliminary alternatives.
- Prepare presentation exhibits and technical documentation.
- Refine comments on draft screening memo based on consolidated INDOT and FHWA review comments (2 separate review cycles)

Assumptions

- The conceptual alternatives screening memo will incorporate by reference and summarize the modal and policy alternatives analysis developed during the strategic planning process.
- No topographic survey work will be completed.
- Conceptual designs will be based on existing bridge plans and statewide GIS data and aerials.
- Conceptual designs will be based on project intent reports provided by INDOT and/or planning-level operations analysis developed during the strategic planning process. The conceptual designs may require refinement when approved design year toll traffic projections are available.

3. Communications

The CONSULTANT will perform the following activities through February 2019:

3.1. *Public Involvement Management Application (PIMA)*

Objective

Maintain a stakeholder register (database) in an electronic form that facilitates project comment and response, mailings, e-mail alerts and other Client outreach to individuals and individual organizations. Measure and report amount and effectiveness of stakeholder engagement in shaping final deliverable(s) and perceptions of the agency, its engagement process and its project-specific decision-making.

Results/Deliverables

The deliverables for this task include the following:

- Deployment of a client-branded PIMA base installation
- One (1) instructor-led training session
- Monthly support and enhancement

Activity

The CONSULTANT will implement a PIMA implementation that includes:

- Conducting of dry run and testing with the Client; final revisions made to content and interface
- Import existing electronic stakeholder lists (.csv format or comparable) that are possessed or can be accessed by the Client.
- Register stakeholders into the PIMA system at public meetings and other community engagements to facilitate ongoing project contact and issue identification.
- Develop and conduct one (1) instructor-led “train-the-trainer” session to orient the Client’s primary users to all system functionality.
- Provide monthly support and enhancements that the Client would like to address, up to the estimated and agreed upon labor amount.

Assumptions

- Base installation of PIMA includes the latest source code from Iowa DOT, reconfigured for INDOT project tracking.
- Client identifies electronic stakeholder lists and owner contacts for potential import.
- New or altered PIMA functionality requested by the Client may require supplemental agreements to cover labor and costs not covered in this agreement.

3.2. Statewide Public Outreach**Objective**

To develop and begin implementation of a robust statewide public and stakeholder outreach strategy to engage residents, businesses, and other stakeholders across the state in the decision-making process associated with a statewide tolling program. To provide an opportunity for the public to review and comment on the statewide tolling purpose and need, as well as the modal and policy alternatives analysis.

- **Educate.** The team will use data-driven facts to build awareness and understanding of Indiana’s transportation funding and financing options for a long-term for a sustainable and long-term funding strategy.
- **Engage.** Connections build understanding. We will proactively connect with transportation users, local and elected officials, environmental justice leaders, businesses, trade organizations and other key stakeholders to share key messaging through a variety of means. Productive dialogues and an understanding will be key goals of this task.

- **Build Acceptance.** Clear and consistent messaging will build understanding, which leads to understanding and acceptance. Strategic outreach and a coordinated approach will be used to illustrate how improvements in Indiana's interstate network are essential to continued safety and mobility, economic growth, and quality of life.

Results/Deliverables

The deliverables for this task include the following:

- Statewide Communications Plan
- Project identity
- Informational materials and messaging
- Project website
- Project video
- Participation in up to 12 stakeholder meetings
- Participation in up to 10 briefings with elected officials
- News releases and briefings to support media relations
- Twitter, Facebook, and Instagram Accounts
- Social media/media monitoring
- Draft/final press releases for statewide open houses
- Draft/final project maps, informational materials, and large-scale maps for statewide open houses and environmental justice neighborhood outreach
- Draft/final statewide open house comment forms
- Draft/final statewide open house meeting summaries
- Draft/final environmental justice neighborhood outreach summaries

Activity

The CONSULTANT will perform the following activities:

3.2.1. Statewide Communication Plan

- Develop an 18-month communications plan that guides public information and community engagement efforts through the initial phases of the project. The plan will:
 - Define goals and objectives.
 - Identify target audiences.
 - Describe communications tools, strategies and tactics for effectively engaging with citizens - particularly business, community, and environmental justice leaders. A key strategy will be to provide information that illustrates how improvements to Indiana's Interstates are essential to the continued safety, economic growth and quality of life.
 - Describe how to build awareness and understanding of tolling as a funding and traffic management solution.

3.2.2. Project Identity

- Create a project identity that communicates the need for a long-term sustainable funding program. The brand will include logos and the following activities:
 - Conduct one identity workshop
 - Develop three identity alternatives
 - Select identity

3.2.3. Information Materials and Messaging

- Develop clear and concise messaging that will educate the public on the project, addresses misconceptions, and create a framework for success. The information will include a summary of the study, its goals and objectives, and timeline. This written and visual narrative will be used consistently across a range of communications tools. Communication tools will include:
 - Briefing
 - Handouts
 - Presentations
 - Website content
 - News releases

3.2.4. Website and Video

- Develop a stand-alone website. It is anticipated that the program will draw attention from citizens across the state during the initial phase, and intense interest from different regions during the implementation phases. A stand-alone website will allow for flexibility and expansion during the implementation phases. Activities will include:
 - Create the basic framework and content for the study phase website.
 - Provide an outline for future expansion of the website, if needed.
 - Develop an introductory video in coordination with INDOT that explains the statewide tolling program's goals, objectives, and basic timeline and helps citizens get clear, reliable information. The video will be developed in 30-second, 90-second and three-minute lengths so it can be used via the web and as part of presentations.

3.2.5. Stakeholder Interviews

- Understanding views, opinions, and concerns related to expanded interstates and tolling will help INDOT develop effective, messaging and communications tools. The most effective way to gain this insight is one-on-one interviews conducted via phone. The average interview will last 30 minutes and will follow an approved interview questionnaire.
- The interviews will investigate INDOT topics of interest related to tolling as well as areas that will help us understand potential threats and barriers to a statewide tolling program. Interviewers will also ask interviewees about the benefits of improved and expanded interstates on their communities, businesses and industries.
- Stakeholders and thought leaders representing key audiences (e.g., business owners, environmental justice leaders, rural residents, urban commuters, etc.) are likely candidates to be interviewed. A total of 50 interviews will be

conducted and a high-level summary will be produced of commonly held beliefs, initial reactions and persuasive arguments that will help INDOT achieve its goals and objectives.

3.2.6. Baseline Survey Research

- To develop and promote a strategic plan for interstate improvement, it's important to understand how Hoosiers view Indiana's interstate network and its importance to economic development, quality of life and safety. A baseline statewide survey (N=800) will be conducted to determine levels of support for interstate network improvements, fairness in funding among users, and other attitudes that will help guide next steps in the project.

3.2.7. Community Leader Outreach Meetings

- During the initial outreach, meetings will be conducted with community leaders (up to 40 meetings) to solicit feedback to inform citizen engagement activities during the subsequent phases of the project. The project team will make presentations to existing groups of government, community and business leaders as well as affected communities. These meetings will invite discussion and encourage feedback on the importance of interstate improvements and tolling as a funding alternative. These educational meetings will focus initially on groups including INDOT Districts, Metropolitan Planning Organizations, Chambers of Commerce, and civic/community organizations.

3.2.8. Media Relations/Monitoring

- Proactive and timely information will be provided to the news media in close coordination with INDOT's Communications Team and the Public Affairs Manager for Innovative Project Delivery. The following activities may be included in this task during the initial phase of the project:
 - Prepare news releases and/or briefings to explain the project, its goals and objectives and timeline.
 - Prepare briefing materials for project leaders, including INDOT and HNTB personnel.
 - Provide a spokesperson for the project team, as requested.
 - Monitor news stories and social media channels to gain insights from the ongoing discussion of interstate improvements and tolling.
 - Share collected information monthly to help guide messaging and prepare for a proactive social media engagement in future phases.

3.2.9. Twitter, Facebook and Instagram Accounts

- Twitter, Facebook, and Instagram accounts will be developed and launched in order to communicate project updates, media releases, and meetings. This task also includes a monthly social media calendar and postings, including the content.

3.2.10. Statewide Open Houses

- Prepare draft/final press release to announce open houses.
- Prepare a public presentation and other open house materials as needed.
- Prepare for, attend, and document up to 15 open houses (see below for detailed assumptions) across the state to solicit feedback on statewide tolling purpose and need and the modal and policy alternatives analysis.
- Identify potential venues, coordinate the options with INDOT, and schedule open houses.
- Prepare comment forms for open house participants to provide feedback.
- Meet with INDOT and FHWA to review and refine the presentation and open house materials.
- Refine meeting materials based on consolidated INDOT and FHWA review comments (two separate review cycles).

3.2.11. Statewide Environmental Justice Neighborhood Outreach

- Coordinate with elected official and local planning officials to identify potential low-income and minority neighborhoods (environmental justice) where additional localized and targeted outreach efforts could supplement large-scale statewide open houses.
- Information used during the statewide open houses meetings will be re-purposed for the environmental justice neighborhood outreach with minor refinements to tailor for size and scale of meetings.
- Prepare for, attend, and document up to 30 environmental justice neighborhood meetings or touch points around the state (see below for detailed assumptions).
- Identify potential meeting locations, coordinate the options with INDOT, and schedule environmental justice neighborhood outreach touch points.

Results/Deliverables

- Draft/final environmental justice neighborhood outreach summaries

Assumptions

- The statewide communications plan will be developed in accordance with INDOT Public Involvement Manual.
- The specific number and locations of statewide open houses will be refined as the statewide communications plan is developed. This scope of work assumes the following approach:
 - Up to 2 open houses in Gary/Merrillville/Portage/Crown Point area
 - Up to 1 open house in West Lafayette/Lafayette area
 - Up to 3 open houses in Indianapolis metropolitan area
 - Up to 1 open house in Columbus/Seymour/Edinburgh area
 - Up to 2 open houses in Clarksville/Jefferson/Louisville area
 - Up to 1 open house in Terre Haute area
 - Up to 1 open house in Richmond area
 - Up to 2 open houses in South Bend/Elkhart area
 - Up to 2 open houses in Fort Wayne area
- Up to 20 boards will be prepared for the statewide open houses to share project-related information.

- Up to ten CONSULTANT staff will participate in each of the statewide open houses. The final number will depend on the anticipated number of attendees.
- INDOT will coordinate press releases with appropriate newspapers, radio stations, and other appropriate communication channels.
- Notifications of open houses will occur via website, social media, e-mails to the recipients on the project mailing list, and press releases.
- The specific locations of environmental justice neighborhood touch points will be refined as the statewide communications plan is developed. This scope of work assumes the following approach
- Up to four CONSULTANT staff will participate in each of the environmental justice neighborhood meetings.
- The environmental justice neighborhood outreach will occur in coordination with the statewide open houses to minimize travel. The environmental justice neighborhood outreach may occur in the mornings or afternoons prior to the open house to better engage residents with 1st and 2nd shift work times.
- If needed, the environmental justice neighborhood outreach may use non-traditional methods and venues (e.g., local grocery stores, community events) to engage low-income and minority residents.

3.3. Indianapolis Master Assessment Process (IndyMAP) Public Outreach (DES #1801237)

Objective

To develop a robust stakeholder involvement plan to identify groups of stakeholders, as well as strategies to effectively engage them in the IndyMAP planning process to discuss the future mobility needs of Indianapolis.

Results/Deliverables

The deliverables for this task include the following:

- Draft/Final IndyMAP Stakeholder Involvement Plan
- Draft/Final IndyMAP stakeholder interest group meeting materials and meeting summaries
- Draft/Final IndyMAP stakeholder interest group report-back meeting materials and meeting summaries
- Draft/Final IndyMAP elected official briefing meeting materials, including summaries

Activity

The Consultant will perform the following activities:

3.3.1. IndyMAP Stakeholder Involvement Plan (SIP)

- Develop an IndyMAP Stakeholder Involvement Plan that includes both strategy and supporting tactics to ensure effective community input while focusing community process on comprehensive, integrated outcomes. The plan shall serve as a blueprint for the outreach efforts for this task with the goal of proactively involving stakeholders and other agencies through both collaborative and cooperative measures. The plan will be flexible as the

project progresses to ensure the most effective stakeholder input. Should INDOT decide to move forward with tolling, the IndyMAP Stakeholder Involvement Plan will serve as the starting point for the public and stakeholder involvement for the Indianapolis Metropolitan Area NEPA process.

3.3.2. Stakeholder Coordination

- Kick-Off Meeting. Plan and execute a kick-off meeting with all initially identified stakeholders to communicate the study purpose, goals, group/interview structure, expectations and schedule of the assessment.
- Structure of Stakeholder Groups. Establish an initial list of all stakeholder groups, including but not limited to individual groups (e.g., businesses, residents [including low-income or minority residents, Indianapolis residents, and suburban residents], freight carriers, environmental interest, commuters, non-profit organizations, etc.), regional groups and elected officials. The groups shall be structured to facilitate an orderly process. Establish the interview schedule and define regional report-back/update groups.
- Conduct Stakeholder Interest Group Interviews. Prepare one set of presentation materials and interview questions to be used at all interviews. It is anticipated that within that prepared material, each interview will be focused on the information and questions that pertain to the group's interests and concerns associated with the transportation system. Input will also be solicited on design factors to inform scenario development. Develop an interview questionnaire to collect stakeholder input. Questionnaires shall be used in accordance with stakeholder or group interests. Meeting notes will be prepared for each interview and a comment log combining input from all interviews shall be prepared.
- Report-back Updates – Prepare two sets of presentation materials for report-back meetings to combined groups from the original round of interviews. The updates will occur two times during the planning process – after initial scenarios are developed, and after the IndyMAP document is finalized to share findings and conclusions.
- Elected Official Briefings – Prepare one set of presentation materials to update elected officials on status, initial findings, progress, etc. The elected official briefings may occur within regularly scheduled agency meetings as appropriate. It is anticipated that the elected official briefings will occur at outset of IndyMAP planning effort, and at the end of the planning process, prior to submittal of report.

3.3.3. Stakeholder Outreach

- Advertisement and Logistics for Stakeholder Coordination – Handle all potential logistics as needed for each meeting to include but not be limited to scheduling meeting, identifying and reserving meeting locations, tables, chairs, food and drink (as approved by INDOT), media equipment, screens, comment cards and writing utensils. Provide laptops, meeting handouts, and exhibit boards. Prepare and mail all advertisements and invitations as well as manage meeting attendance responses.

Assumptions

- All web-based and social media outreach completed during the IndyMAP work task and task-related updates will occur as part of efforts in Task 3.1 (Statewide Public Outreach).
- Up to 25 interviews will be conducted.
- Up to 50 report-back update meetings (two rounds of report-back meetings).
- Up to 30 elected official briefings.

**4. Indianapolis Master Assessment Process (IndyMAP)
(DES #1801237)**

Objectives:

- Employ the principles of Context Sensitive Solutions (CSS) to the I-65 and I-70 corridors within the Central Business District (CBD) of Indianapolis, including major cross-streets and adjacent land-use impacts.
- Evaluate and identify multi-modal transportation needs integrated with community projects and short, medium and long-range plans.
- Develop, test, and refine scenarios, and identify a preferred scenario.
- Consider the following types of objectives throughout the effort, and revise the objectives through the listening and data collection process.
 - Consider roadway concepts and impacts
 - Improve regional mobility and safety
 - Consider multi-modal solutions
 - Reconnect urban form
 - Connect neighborhoods
 - Enhance economic development
 - Establish pedestrian connections
 - Provide greenspace
 - Create sense of place
 - Promote quality of life

Activities

The CONSULTANT will perform the following activities:

4.1. Data Collection and Analysis

Objective

- To collect and analyze data needed to develop and evaluate the MAP scenarios.

Results/Deliverables

The deliverables for this task include the following:

- Summary of current and projected traffic issues for presentation at stakeholder meetings.

Activity

The Consultant will perform the following activities:

4.1.1. Plan Review

- Assemble, review, understand, categorize and catalog existing short, medium and long-range public agency plans, private developer or stakeholder plans, relevant studies, reports, white papers and research documentation.

4.1.2. Initial Traffic Analysis

- Assemble, review, understand, categorize and catalog existing short, medium and long-range traffic data using the Indianapolis MPO's regional model.
- Analyze traffic data to determine needs, patterns, overlap, and potential gaps. Develop graphics and mapping to illustrate the data collected and stakeholder input collected for use in project development and update meetings.

Assumptions

- All traffic analysis will be done using the Indianapolis MPO's regional travel demand model

4.2. Develop Design Factors and Evaluation Methodologies

Objectives

Develop a list of preferred agency and stakeholder design factors based on the listening sessions and preceding task meetings and data collected from prior studies or ongoing projects. Develop methodologies for assessing the impacts of the scenarios.

Results/Deliverables

The deliverables for this task include the following:

- Draft/final summary of design factors.
- Draft/final scenario assessment methodology.

Activity

The Consultant will perform the following activities:

4.2.1. Develop Design Factors

- Compile a matrix of stakeholder priorities.
- Develop analytical factors or attributes, based on planning consideration from data collected and stakeholder input. The factors developed shall inform the development of scenario options. Factors will be developed to focus on mobility, quality of life, economic, and environmental improvements.

4.2.2. Develop Evaluation Methodologies

- Develop a methodology for the qualitative assessment of the relative economic impacts of each scenario. The methodology will consider potential land use and development impacts.

- Develop a methodology for the quantitative assessment of traffic impacts of each scenario. The methodology will be based on existing data and the Indianapolis MPO's regional model.

4.3. Develop and Refine Scenarios

Objective

- Develop a set of design scenarios based on the listening sessions and preceding task meetings and data gathered.

Results/Deliverables

The deliverables for this task include the following:

- Set of design scenarios that includes descriptions, graphics, impact assessment, and order of magnitude cost ranges.

Activity

The Consultant will perform the following activities:

4.3.1. Develop Draft Scenarios

- Develop draft scenarios. Conduct team scenario workshops to develop practical concepts for each scenario. Scenario development will consider the following:
 - Ability to achieve desired factors or attributes
 - Baseline of context (key infrastructure, existing development, and unique attributes)
 - Assessment and application of stakeholder input
 - Conceptual design
 - Economic impacts
 - Traffic impacts
 - Partnership opportunities
 - Order of magnitude cost ranges
- Scenario development will include a plan overview, typical sections, potential development opportunities and visualizations to further define the design of a scenario. Order of magnitude cost ranges will be estimated.

4.3.2. Refine Scenarios

- Present draft scenario development in stakeholder report-back sessions for feedback. Facilitation of these sessions is covered in Task 3.3.
- Based on workshop sessions, refine scenario development.

4.3.3. Finalize Scenarios

- Assess the refined scenarios and present findings to INDOT.
- Finalize scenarios based on feedback received.

Assumptions

- The extents of the scenarios will be roughly defined as I-65 from 38th Street to Raymond Street, and I-70 from Keystone Avenue to West Street.
- Scenarios will be developed based on stakeholder input. However, this scope of services assumes up to five scenarios and that the following types of scenarios will be developed:
 - No-Build
 - Depress Interstates
 - Convert Interstates to urban boulevards
 - Traditional widening
 - Refined widening with enhanced focus on context sensitive and urban design elements

4.4. Develop IndyMAP Report Document

Objective

- Develop the IndyMAP report document.

Results/Deliverables

The deliverables for this task include the following:

- Draft and final IndyMAP report document.

Activity

The Consultant will perform the following activities:

- Develop draft IndyMAP report document that presents the results of the planning process.
- Finalize document based on feedback received from INDOT.
- Summarize final results in a briefing packet and present at stakeholder group report-back meetings. Facilitation of these sessions is covered in Task 3.3.

Assumptions

- Up to 10 hard copies of the draft and final report will be produced and delivered to INDOT.

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APPENDIX "B"

Information and Services to be furnished by INDOT, if available:

1. Available data from the transportation planning process
2. Access to INDOT records regarding plans, field notes, project correspondence, and right-of-way grants and deeds located within the project area
3. Existing bridge and/or road plans
4. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
5. Standard specifications and standard drawings applicable to the project
6. State of Indiana forms and manuals required for the project
7. Any necessary permit forms and permit processing required by other State and/or Federal agencies (such as US Army Corps of Engineers, US Coast Guard, Indiana Department of Environmental Management and/or Indiana Department of Natural Resources)

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APPENDIX "C"

Schedule:

No work under this contract shall be performed by the CONSULTANT until the CONSULTANT received authorization from INDOT.

Effective date of contract is March 1, 2018 or the date of FMIS approval, whichever is later.

All work by the CONSULTANT under this contract shall be completed and delivered to INDOT in accordance with the schedule determined by the INDOT project management team within the following approximate time periods after the Notice to Proceed letter. Variations from this schedule may be agreed upon by the INDOT project manager and the CONSULTANT.

Draft Strategic Plan
Final Strategic Plan

October 1, 2018
December 1, 2018

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APPENDIX "D"

Compensation

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$9,644,413.00 (Section 2. - \$9,644,413.00).
2. The CONSULTANT will be paid for the services described in Appendix "A" on a cost plus fixed fee basis. The maximum contract amount available for these services is \$9,644,413.00. The fixed fees are as follows:

<u>Task</u>	<u>Task Description</u>	<u>HNTB</u>	<u>CDM Smith</u>
1	Strategic Plan	\$144,440.00	\$94,110.00
2	Project Management, Tolling & NEPA Documentation	\$295,120.00	\$85,800.00
3	Communications	\$122,700.00	\$0.00
4	Indianapolis City Master Assessment Process (IndyMAP)	\$102,730.00	\$0.00

The CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee PLUS a provisional overhead rate thereof of 146.23% percent and a facilities capital cost of money rate of 0.14 percent, PLUS direct non-salary costs as approved by INDOT, PLUS a fixed fee.

Services performed by the Sub-CONSULTANT, CDM Smith, Inc., will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee PLUS a provisional overhead rate thereof of 165.55% percent and a facilities capital cost of money rate of 0.33 percent, PLUS direct non-salary costs as approved by INDOT, PLUS a fixed fee.

The actual and allowable costs of such direct non-salary costs directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees excluding CDM Smith, Inc., etc. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

Each employee's reimbursable direct charge rate will be limited to the INDOT maximum allowable direct labor rate for the applicable period of services. The maximum allowable rate is available on the INDOT website. Following individuals have been approved for this Contract for a labor rate waiver above than the INDOT's maximum allowable rate:

James Frye	Bradley Miller	Steven DeBella	Michael Scott Cooper
Tim Miller	John Myers	Susan Carlson	Mark Hoffa
Joe Guerre	Jennifer Pyrz	Brad Guilmino	Gregory Krueger
Adin McCann	Steve Schantzen	Kevin Hoefflich	Wendy Viellenave
David McDougall	Glenn Hicks	Rick Herrington	Arie Naaktgeboren
Matthew Miller	David Pluckebaum	David Cleveland	Lisa Phillips-Thompson
Adam Sheets	Jodi Heflin	Kamran Khan	Zubair Ghafoor

Stella Joseph	Gretchen Ivy	Jerry Shadewald	Timothy Boesch
Edward J. Regan III	Caron Kloser	Timothy Sorenson	Ken Kaltenbach
Kris N. Wuestefeld	Collen Gants	Rob Bostrom	Phani Jammalamadaka
Jack Allen	Jamie Strausz	Sarah Binkowski	Allen Egilmez
Timothy Hatton	Tracee Gilliam	Jonathan Hart	

Upon receipt of a newly approved overhead rate from INDOT's Financial Auditing Section the CONSULTANT and CDM Smith, Inc. shall incorporate into the following invoice an adjustment for the previous year's billings to the actual overhead rate applicable at the time of work and also proceed with use of the new rate as the provisional rate. Work completed during the last year of the agreement will be compensated based on the most recent overhead additive rate deemed allowable by the agency. The overhead rate shall be determined by INDOT's Division of Cost Accounting and Audits in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

3. The CONSULTANT may submit one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to the address shown on the Purchase Order.

CONSULTANT shall submit an invoice for payment within 120 days after the earlier of (a) the date that CONSULTANT's right to payment for a work item has accrued or (b) the last day of the term of this contract. The date any invoice is due to be presented to INDOT is referred to herein as the "Invoice Due Date". CONSULTANT acknowledges and agrees that INDOT is a recipient of federal funds and INDOT may intend to use federal funds to pay all or a part of the sums owed to CONSULTANT pursuant to this contract. Accordingly, in the event that CONSULTANT'S invoice is not timely delivered and federal funds that were otherwise available to pay CONSULTANT are not available to pay CONSULTANT for any reason, then CONSULTANT agrees that INDOT shall have no obligation to pay sums due by INDOT hereunder to the extent previously available federal funds are not available to pay such sums ("Unavailable Federal Funds"). In the event that the compensation to CONSULTANT is intended by INDOT on the date hereof to be payable solely with state funds, then the amount of Unavailable Federal Funds shall be deemed to be \$0.00.

Additionally, in the event that CONSULTANT does not submit an invoice by the Invoice Date, then CONSULTANT shall additionally pay INDOT an administrative fee equal to 20% of the value of the invoice, less the amount of Unavailable Federal Funds (the "Administrative Fee"). The Administrative Fee is intended to offset certain costs that INDOT incurs as a result of late delivery of an invoice, which costs are difficult and impractical to ascertain.

4. Overtime premium wages will not be allowed unless approved by INDOT. If overtime premium wages are approved they will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy. Neither overhead additive nor negotiated labor rate multiplier will be applied to the overtime premium portion of direct salary and wages.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

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APPENDIX "E"

SUBCONSULTANT ACKNOWLEDGEMENT

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between **HNTB Indiana, Inc.** and the Indiana Department of Transportation (INDOT), Contract number **00000000000000000000000025744** ("Contract"), and

WHEREAS, INDOT consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and INDOT agree as follows:

1. With respect to any liability and/or indemnification issues, this Acknowledgment is subject to IC 8-23-2-12.5.

2. Without limiting any rights or remedies based in agency, law, equity or otherwise that INDOT may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #19 (Governing Laws); #23 (Insurance -- Liability for Damages) and #21 (Indemnification) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

3. INDOT and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and INDOT is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For SUBCONSULTANT:

For INDOT:

Subconsultant Firm Name (Please Print)

Name/Title

Name/Title

Date

Date

APPENDIX "F"

INDIANA DEPARTMENT OF TRANSPORTATION
CONSULTANT CONFLICT OF INTEREST POLICY

The Indiana Department of Transportation (INDOT) Consultant Conflict of Interest Policy (the "Policy") is as follows:

1. Consultants and Subconsultants shall provide independent and uncompromised judgment, counsel, work product and public representation, with respect to every contract with INDOT.
2. Consultants and Subconsultants shall support the policies and practices of the State of Indiana.
3. Any conduct or set of facts that could or does compromise or limit the duties in Paragraphs (1) and (2) above shall be considered a Conflict of Interest ("Conflict").
4. The consultant (and any Subconsultant), not INDOT, shall reasonably and in good faith anticipate, identify, and disclose to INDOT any actual or potential Conflict.
5. In addition to complying with the requirements of this Policy, the consultant or subconsultant shall also comply with any other professional responsibilities, ethics code of conduct or law applicable to the consultant or subconsultant.
6. The consultant shall include a term requiring compliance with this Policy in any agreement or arrangement with any subconsultant in furtherance of any INDOT contract.
7. The Consultant and any Subconsultant shall notify INDOT of any Conflict or potential Conflict according to this Policy in writing (by emailing INDOT at contractsrfp@indot.in.gov), fully explaining the Conflict or potential Conflict and providing any suggestions or protocol to remedy the Conflict prior to (as applicable):
 - a. The completion of any INDOT Consultant selection process;
 - b. Any consultant engaging any Subconsultant on an INDOT contract; or
 - c. The consultant or Subconsultant accepting any work from an entity other than INDOT.
8. INDOT's Consultant Selection Committee will consider the consultant's or Subconsultant's notification of a potential Conflict with consultation from the Project Manager and agency Ethics Officer. The Committee will make a recommendation to the Commissioner on whether to object to the Conflict, waive the potential Conflict or require the Consultant or Subconsultant to remedy the Conflict. The Committee will include an explanation on why a waiver is appropriate for all recommendations to waive a Conflict.
9. After receiving the recommendation of the Committee, INDOT's Commissioner or the Commissioner's designee, in his or her sole discretion and with the exercise of reasonableness and good faith, may object to the Conflict, waive the Conflict, or require the Consultant (or Subconsultant) to remedy the Conflict to INDOT's satisfaction as a

condition of INDOT awarding or continuing any contract or awarding any amendment to, extension or supplement of or additional work under any contract.

10. INDOT shall issue its decision with respect to any notification provided under Paragraph (7) above, within 10 (ten) business days of receipt of said notification.

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