

CORRIDORS OF THE FUTURE
MEMORANDUM OF UNDERSTANDING
AMONG
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION,
ILLINOIS DEPARTMENT OF TRANSPORTATION,
INDIANA DEPARTMENT OF TRANSPORTATION, AND
OHIO DEPARTMENT OF TRANSPORTATION
FOR THE
INTERSTATE 70 DEDICATED TRUCK LANES PROJECT

This Memorandum of Understanding (“MOU”) is entered into among the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (“MHTC”), 105 West Capitol Avenue, Jefferson City, MO 65102, the STATE OF ILLINOIS, acting by and through the ILLINOIS DEPARTMENT OF TRANSPORTATION, (“IDOT”), 2300 South Dirksen Parkway, Springfield, IL 62764, the STATE OF INDIANA, acting by and through the INDIANA DEPARTMENT OF TRANSPORTATION, (“INDOT”), 100 North Senate Avenue, Indianapolis, IN 46204, and the STATE OF OHIO, acting by and through the OHIO DEPARTMENT OF TRANSPORTATION, (“ODOT”), 1980 West Broad Street, Columbus, OH 43223, (“Signatory States”) (hereinafter collectively referred to as the “Parties”) and with the UNITED STATES DEPARTMENT OF TRANSPORTATION (“USDOT”) in a concurring role for the development of the I-70 Dedicated Truck Lanes (“Corridor”) under the Corridors of the Future Program (“CFP”), which is authorized or provided under the authority of 49 U.S.C. § 101.

WHEREAS, the Signatory States and the USDOT have executed a Development Agreement and agree to work together to study, plan, develop, finance, construct, operate and maintain the Corridor as a unified facility.

WHEREAS, the Signatory States agree to conduct a two-phase feasibility study to determine the need, cost, risk, financing options and practicality to develop the Corridor.

NOW THEREFORE, the Signatory States agree as follows:

1. Oversight of the Corridor

(a) The Oversight Council, comprised of the State DOT CEOs, will provide the vision and guidance for the Corridor. The Oversight Council is responsible for assigning personnel to the Steering Committee and for oversight of the Steering Committee.

(b) The Signatory States agree to establish a Steering Committee to provide common oversight, direction and management of the Corridor. The Steering Committee is responsible for representing the Signatory States, interacting with, and negotiating on behalf of the Signatory States with the USDOT. Each Signatory State will have a minimum of three members on the Steering Committee. The names and contact information for each member of the Steering Committee will be maintained in Exhibit A of this MOU. Each state shall have

one equal vote and the Steering Committee will administer matters and issues on a consensus basis.

(c) The USDOT will participate as a non-voting member of the Steering Committee. The USDOT retains authority for approval on issues and projects within their purview.

(d) The Steering Committee will make determinations for the collective benefit of the Corridor. If the Signatory States mutually agree that the Corridor should be a tolled facility, then they will evaluate managing the financial receipts in a holistic manner for Corridor projects, as determined and prioritized by the Signatory States, regardless of State jurisdiction.

(e) The Steering Committee will physically meet a minimum of once per year to review and approve the annual report. Each Signatory State will host the annual meeting on a rotational basis.

(f) In the event a determination is made in good faith by the Steering Committee that a Signatory State cannot commit the necessary resources for the development of the Corridor, or otherwise fulfill the Commitments of this agreement, the Steering Committee shall advise the USDOT within thirty (30) days of the finding and provide a written assessment of the impact to the development and management of the Corridor.

(f) The Oversight Council, comprised of the State DOT CEOs, will jointly resolve disagreements, which cannot be resolved among the Steering Committee.

(g) The Steering Committee will establish, and amend as necessary, the prioritization methodology for project selection along the corridor.

2. Development and Operation of the Corridor

(a) The Signatory States shall cooperatively develop and adopt consistent performance measures for the Corridor. Certain performance features may vary due to geography, costs, etc., but reasonable attempts for all features to be consistent will be the preferred method of development. Non-performance factors, i.e. signage, markings, cross section, commercial motor vehicle size and weight dimensions, pavement design, intelligent transportation systems, information management, etc., will be consistent across the Corridor, as reasonable.

(b) The Signatory States shall advise in a timely manner and coordinate with one another any major planned maintenance or operational projects in the corridor that will impact traffic in an adjoining State.

(c) The Signatory States, for each construction project undertaken along the Corridor, shall utilize, as feasible, techniques to minimize construction time, such as design-build, cost plus time (A+B) bidding, lane rental, or other techniques that incentivize timely project completion. The Signatory States agree to implement efficient traffic management for projects carried out in a Transportation Management Area.

3. Project Prioritization

(a) The Signatory States agree to prioritizing projects based upon those projects which provide the most benefit to solving the problems of reducing congestion, enhancing mobility, improving safety, reducing environmental impacts, minimizing impacts to communities and public health, improving security, enhancing economic development, and facilitating multimodal integration. Projects shall be evaluated and selected upon their merit to achieve the objectives of the CFP and factors specified in the Development Agreement. An example of project evaluation factors is contained in Exhibit C, Project Selection Criteria. Phase 2 of the feasibility study will include recommendations for project selection criteria with objective data and information to support the decision making process.

(b) The Signatory States will maintain a prioritization Schedule per the Development Agreement. The Prioritization Schedule shall be submitted to the USDOT within 120 days of the decision to proceed with a dedicated truck lane corridor and shall be attached hereto and incorporated herein as Exhibit B, as amended from time to time.

4. Reporting

The Signatory States agree to provide an annual report on the Corridor and its performance beginning one year after the effective date of the MOU and annually thereafter. The annual report shall be submitted in accordance with the "Form of Annual Report" contained in the development agreement.

5. Limitations

(a) Nothing in this MOU will be construed as affecting the authorities of the Parties or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.

(b) Nothing in this MOU constitutes the approval by the USDOT of a request for funding or is a commitment to provide future Federal funds for the development of the Corridor.

(c) Nothing contained in this MOU shall be construed as a defense against any future statutory or regulatory requirement.

6. Feasibility Study

The two-phase feasibility study will conduct an analysis that develops, in phase 1, the business case in sufficient detail to permit the Steering Committee to make an informed decision on whether to continue the study to phase 2 for a dedicated truck lane corridor. Should there be a sound business case for a dedicated truck lane corridor, phase 2 would identify solutions (e.g., finance, design, build options, etc.) for the corridor. The Signatory States agree this analysis will serve as the guiding principles in the planning, development, financing, construction, operation and maintenance of any dedicated truck lanes developed along the Corridor.

a. Consultant Administration

(1) The Indiana DOT will administer the procurement of professional planning and engineering services pursuant to this MOU, and manage any consultant agreements. Such administration shall include conformance with all applicable federal and state (Indiana) law and regulation on procurement of professional services. Indiana DOT shall provide all contract accounting, process invoices, and maintain records in accordance with federal audit requirements.

(2) The Steering Committee shall approve RFPs (Request for Proposals) before advertisement. The Indiana DOT (Economic Opportunity Division) will set appropriate DBE (Disadvantaged Business Enterprise) program goals. RFPs will be posted and advertised via Indiana web services. Other Signatory States may link to the RFP website. Consultants are required to be fully approved through INDOT’s prequalification process prior to responding to an RFP. Each Signatory State will be allowed to participate as one scorer in the Indiana DOT selection decision making process. Scorers will evaluate firms using the Indiana DOT selection scoring form included in the RFP. The recommended selection decision will be determined by ranking the firms for each scorer according to score totals, totaling the ranks of the scorers for each firm and ranking from lowest rank total to highest. The top three ranked firms will be reviewed for DBE commitment compliance and the scoring will be reviewed by the Indiana DOT Selection Review Committee (SRC) for process compliance. Recommendations from the SRC will be forwarded to the Indiana DOT Commissioner for approval.

(3) While Indiana is the lead agency for consultant administration, the Steering Committee as a whole will review consultant submissions and work products. To ensure the orderly flow of work and efficient progress on any corridor studies, the signatory states shall have reasonable but prescribed deadlines for review of consultant submissions and work products.

b. Responsibilities and Obligations

(1) Missouri:

- i. Share information from studies on dedicated truck lanes with other Signatory States.

(2) Illinois:

- i. Provide funding up to \$250,000 for the two-phase feasibility study. Upon contract negotiation for each phase of the study, transfer funds to Indiana for the appropriate amount prior to the issuance of the notice to proceed.

(3) Indiana:

- i. Provide project manager to lead Corridor initiative.
- ii. Manage program administrative needs for the Corridor.
- iii. Provide funding up to \$250,000 for the two-phase feasibility study.

(4) Ohio:

- i. Provide funding up to \$250,000 for the two-phase feasibility study. Upon contract negotiation for each phase of the study, transfer funds to Indiana for the appropriate amount prior to the issuance of the notice to proceed.

7. Termination

(a) A Signatory State may terminate its involvement in this MOU unilaterally by giving thirty (30) days notice in writing to the other Signatory States. The notice shall identify any outstanding obligations and set forth a plan to mitigate any materially adverse impacts to the development or management of the Corridor.

(b) This MOU shall remain in effect so long as the I-70 dedicated truck lanes Development Agreement remains in effect. This MOU shall be terminated if the Development Agreement is terminated.

8. Amendments

This MOU may be amended at any time by written agreement of the Signatory States and with concurrence of USDOT.

9. Authority to Enter MOU

By signing the MOU on behalf of the participating Parties, the signer represents that they have the authority to commit the appropriate resources of the participating Party for which they sign.

10. Successors and Assigns

This MOU shall apply to the Parties and their respective successors and assigns.

11. Original Copies

This MOU shall be prepared in duplicate original copies so that each signatory has an original copy.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed in duplicate as of the day and year first written above, either on one original document or via multiple counterparts through facsimile, which, when taken together, shall constitute one and the same instrument.

STATE OF MISSOURI

Missouri Highways and Transportation Commission

By: _____

Title _____

Date: _____

ATTEST:

Secretary to the Commission

Date: _____

Approved as to Form:

Commission Counsel

Date: _____

STATE OF ILLINOIS

Illinois Department of Transportation

By: _____

Milton R. Sees, P.E.

Secretary of Transportation

Date: _____

STATE OF INDIANA

Indiana Department of Transportation

Recommended for Approval:

**Robert D. Cales, Director
Contract Administration**

Date: _____

Executed By:

Karl B. Browning, Commissioner (FOR)

Date: _____

Office of Management and Budget

Christopher A. Ruhl, Director

Date: _____

Department of Administration

Carrie Henderson, Commissioner

Date: _____

Approved as to form and legality:

Stephen Carter (FOR)
Indiana Attorney General

Date Approved: _____

STATE OF OHIO

Ohio Department of Transportation

By: _____

James G. Beasley
Director

Date: _____

Concurrence:

UNITED STATES DEPARTMENT OF TRANSPORTATION

By: _____

Thomas J. Madison, Jr.
Administrator

Date: _____

EXHIBIT A

OVERSIGHT COUNCIL

Pete K. Rahn, Director, Missouri Highways and Transportation Commission

Milton R. Sees, Secretary, Illinois Department of Transportation

Karl B. Browning, Commissioner, Indiana Department of Transportation

James G. Beasley, Director, Ohio Department of Transportation

STEERING COMMITTEE – Voting Members

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Robert Tally, Division Administrator – Indiana Robert.Tally@dot.gov 317-226-7476

Dennis Decker, Division Administrator – Ohio Dennis.Decker@dot.gov 614-280-6896

EXHIBIT B

[PRIORITIZATION SCHEDULE]

Prioritization Schedule

Project	Project Description	Actions Required	Funding Source	Timing of Funding	Project Responsibility	Project Cost
1						

EXHIBIT C

[PROJECT SELECTION CRITERIA]

Project selection criteria

	<u>Factor</u>	<u>Score (1 to 10)</u>	<u>Weight</u>	<u>Total pts</u>	<u>Comments</u>
1	Compatibility with Corridor strategic vision		10		
2	Reduce Congestion Key choke point identified Operational problem identified		10		
3	Enhance Mobility Benefit - cost identified		10		
4	Improve Safety		10		
5	Potential to achieve defined performance measures		7		
6	Pace of implementation (speed of ROI)		7		
7	Environmental impacts Reduction in greenhouse emissions		8		
8	Impacts to Communities		7		
9	Impacts to public health		7		
10	Improve security Strategic: Economic & Military Tactically: crime		5		
11	Enhance economic development		5		
12	Facilitate multimodal integration Reliable Connectivity to other modes		7		
13	Project enhances Corridor		7		
	Total Score				