

DRAFT REQUEST FOR PROPOSALS (RFP) 7-1911

TOLL LANES SYSTEM INTEGRATOR SERVICES FOR THE 405 EXPRESS LANES AND 91 EXPRESS LANES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	August 28, 2017
Pre-Proposal Conference Date:	September 14, 2017
Question Submittal Date:	September 21, 2017
Authority's Response Date:	October 10, 2017
Proposal Submittal Date:	October 26, 2017
Interview Dates:	December 5 and 6, 2017

TIFIA PROJECT NUMBER 20171012A

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 7-1911 “TOLL LANES SYSTEM INTEGRATOR SERVICES FOR THE 405 EXPRESS LANES AND THE 91 EXPRESS LANES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide toll system services related to the replacement of the existing 91 Express Lanes Electronic Toll and Traffic Management (ETTM) system, and the implementation of a new ETTM system for the I-405 (405) Express Lanes as part of the I-405 Design-Build Improvement Project.

Required services under this RFP include the implementation and operations and maintenance of an electronic toll and traffic management system for both 405 Express Lanes and 91 Express Lanes. The Authority intends to award a single contract as result of this procurement, issuing a notice-to-proceed to authorize each of the two implementation phases.

The projects covered by this procurement are funded by federal, state and local funds. The 405 Express Lanes project is mainly funded by the Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. The estimated budget for this Project is \$60,699,029.

The Authority has set a **2%** Disadvantaged Business Enterprise (DBE) participation goal for the 405 Express Lanes project only, as it is mainly funded with federal funds. Award of this contract is contingent upon Consultant’s commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that the evaluation of team composition with regards to conflicts of interest will be done on a case-by-case basis.

Offerors are advised that by signing their proposal, they are certifying that they and their subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Proposals must be received in the Authority’s office at or before 2:00 p.m. on Thursday October 26, 2017.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Ms. Reem Hashem, Section Manager III**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Ms. Reem Hashem, Section Manager III**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 7-1911, firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Consultant Services –Tolling Design and Construction Consultant Services - Intelligent Transportation Systems A&E Design Consulting
Professional Services	Inspection – Testing & Analysis
Professional Services Construction	Inspection – Testing & Analysis Construction (Electrical) Installation Concrete
Rental & Lease	Equipment Rental or Lease Equipment – Rental / Supplies

A pre-proposal conference will be held on September 14, 2017, at 9:30 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established December 5 and 6, 2017, as the dates to conduct interviews. All prospective Offerors will be asked to keep these dates available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on September 14, 2017, at 9:300 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

C. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Ms. Reem Hashem, Section Manager III
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5446, Fax: 714.560.5792
Email: rhashem@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP.

Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP. The Authority shall be under no obligation to respond to any comments or questions.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing, using the attached Form A, Proposer's Questions Form, and must be received by the Authority no later than 5:00 p.m., on September 21, 2017.
- b. Requests for clarifications, questions and comments must be clearly stated and submitted, by 5:00 p.m., on September 21, 2017, in the Proposer's Questions Form, attached to this RFP as FORM A. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- c. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792
 - (4) Email: rhashem@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 10, 2017. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Ms. Reem Hashem, Section Manager. To the extent that responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth therein.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Consultant Services –Tolling Design and Construction Consultant Services - Intelligent Transportation Systems A&E Design Consulting
Professional Services	Inspection – Testing & Analysis
Professional Services Construction	Inspection – Testing & Analysis Construction (Electrical) Installation Concrete
Rental & Lease	Equipment Rental or Lease Equipment – Rental / Supplies

Inquiries received after 5:00 p.m. on September 21, 2017, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 26, 2017.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Ms. Reem Hashem, Section Manager III**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Ms. Reem Hashem, Section Manager III**

3. Identification of Proposals

Offeror shall submit an **original and 10 copies** of its Proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with the RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD or DVD, or flash drive.

The Price Proposal must be submitted in a sealed envelope, separate from the Proposal package, with one (1) electronic copy on CDs/DVDs or flash drives, in its native file format.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience and modify any dates set for the project in the RFP.

- d. Submitted proposals are not to be copyrighted. Confidential and proprietary materials must be marked as such.
- e. The Authority reserves the right to approve or disapprove of an Offeror's Key Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed and variable price contract specifying firm-fixed prices for individual

milestones, and variable pricing for portions of the work during the Operations and Maintenance periods, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B.

L. FUNDING

Funding for the two projects covered by this solicitation is as follows: for the 91 Express Lanes Project, only Local funds will be used. Funding for the 405 Express Lanes Project includes Federal, State and Local funds.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a two (2%) percent Disadvantaged Business Enterprise (DBE) participation goal for the services outlined in the Scope of Work and Requirements.

Offerors are advised that commitment letters from proposed subcontractors that are intended to satisfy the DBE participation goal are required. The letters must

include the dollar amounts and percentages of the CONTRACTOR's price committed, and be submitted along with the Proposal.

P. PROHIBITION

The following restrictions apply to this procurement:

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract for Toll Lanes System Integration Services for the 405 improvement project will be ineligible to participate (at any tier) as a member of the existing design-build delivery team for the same project. Furthermore, no member of the 405 design-build delivery team will be eligible to participate (at any tier) as a member of the CONTRACTOR team that is awarded this contract for Toll Lanes System Integration Services.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management services contract for the Highway Delivery Department, may not submit a proposal to this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant contract for this 405 improvement project, may not submit a proposal to this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the construction management consultant contract for this 405 improvement project, may not submit a proposal to this procurement.

Furthermore, Offeror(s) are advised that the evaluation of team composition with regards to conflicts of interest will be done on a case-by-case basis.

Q. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

R. PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the

site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices or on the internet at www.dir.ca.gov/DLSR/statistics_research.html and www.access.gpo.gov/davisbacon/. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

S. PERMITS AND INSPECTION COSTS

Successful bidder shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

T. EXECUTION OF CONTRACT

The successful bidder shall submit to the Authority: Form E "Certification of Restrictions on Lobbying", the Surety Commitment Letter as shown in Form H, the required contract bonds shown in Forms J, K and L, and acceptable insurance certificates, as required by the proposed Agreement, within fifteen (15) business days after notification of contract award from the Authority. Failure to sign the contract and submit applicable bonds, "Certification of Restrictions on Lobbying" form and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of contract, or of interest in contracts, are prohibited.

Additionally, at Authority's sole discretion, a letter of Guaranty may be requested from Offerors if deemed necessary.

U. LIQUIDATED DAMAGES

Authority reserves the right to assess liquidated damages related to CONTRACTOR's performance, key personnel, time and schedule, guaranteed completion dates and delay against the CONTRACTOR, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

V. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are considered public information and will be made available to the public if requested to do so. In no event shall the Authority

or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed seventy-five (75) pages in length, excluding any appendices, cover letters, resumes, project schedule, or required forms.

Proposal sections to be completed by Offeror and submitted with the Proposal include the following appendices with Table of Contents, preliminary bill of materials for all equipment, software and hardware including manufacturer, model number, quantities and cut sheets. There is no page count limitation on these documents.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Ms. Reem Hashem, Section Manager III, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable. Also, the committed dollar amount and percentage of Contractor's price must be included for each proposed DBE subcontractor, supported by commitment letters from each of the DBE subcontractors. Licensing information, if applicable, such as license number and status of license, must be submitted.
- c. Acknowledgement of receipt of all RFP addenda, if any.

- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Describe your understanding of Authority's needs and your approach in developing and integrating the system, coordination with OCTA and other contractors, and how the System's integrity will be protected and enhanced over the life of the Contract. Describe the amount of Design and Software development anticipated. Identify any Subcontractors and discuss their proposed roles on the Project.

4. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided at time of proposal submittal and updated by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written consent of the Authority.

c. Technical Approach

Offeror should provide a narrative and diagrams, which addresses the Scope of Work and Requirements, and describes the Offeror's technical systems and processes approach.

Offeror to:

- (1) Describe the proposed process for transitioning from the existing 91 Express Lanes system to the new ETTM System and how the Proposer will minimize lane closures and potential loss of revenue.
- (2) Describe the proposed process for working with 405 Design Builder to ensure proper ETTM System Infrastructure design, as well as the coordination of MOT, ETTM System installation and testing to ensure quality and meet the schedule.
- (3) Furnish ETTM System diagrams that provide equipment layouts for each at the ETTM Site types.
- (4) Describe how the Offeror's ETTM Toll Collection and Enforcement Site and ETTM Transponder Read Site designs provide for ease of installation and maintenance, minimization of maintenance related lane closures, as well as any unique design or operational features that benefit the Authority.
- (5) Describe unique design or operational features of the Roadside Support Systems that benefit the Authority, specifically address trip building logic, image review processes to ensure accuracy; system monitoring; and Shadow Dynamic Pricing;
- (6) Offeror is encouraged to propose enhancements and technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.
- (7) Offeror is to provide in a separate appendix a preliminary bill of materials for all equipment, software and hardware including manufacturer, model number, quantities and cut sheets. There is no page count limitation on these documents.

d. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work and Requirements, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work and Requirements. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

e. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form G) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or

Deviations from or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a “pass” or “fail” status. Exceptions and deviations that “pass” do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a “fail” status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

5. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in the Scope of Work and Requirements.

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal as further set forth below. The Offeror shall furnish any narrative required to explain the prices quoted in the Price Proposal.

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1). The original Price Proposal envelope shall be marked "Original".

Two CDs/DVDs or flash drives containing the Price Proposal in electronic format shall be provided in the Price Proposal envelope. The file format for the electronic copy of the Price Proposal shall be Microsoft Excel 2010. The CD/DVDs or flash drive containing the Price Proposal shall be clearly labeled with the same nomenclature identified for the outside of the sealed Price Proposal package. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence. File names shall also be clearly identified with the Proposer's name, contents label, and RFP number

It is anticipated that the Authority will enter into a firm fixed and variable price contract specifying firm fixed prices for the Implementation Phases, as

well as other variable prices for portions of the work during the Operations and Maintenance periods, as specified in the Scope of Work and Requirements, included in this RFP.

6. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

Forms are to be submitted in a separate proposal section entitled "Forms". The following forms shall be included in this Proposal Section:

1. Proposer's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. Campaign Contribution Disclosure Form – Form B

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for February 12, 2018.

3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the

past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

4. Disadvantaged Business Enterprise Program and Forms – Form D

Offeror shall complete Forms D-1, D-2, D-3, D-4, D-5, D-6, and D-7 per the instructions set forth in “DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS FOR FEDERALLY-ASSISTED CONTRACTS.”

5. Restrictions on Lobbying Form – Form E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

6. Certification of Consultant Commission and Fees- Form F

In receiving federal funds, Offerors are required to complete the Certification of Consultants, Commissions and Fees form. This form is to be included with the Offeror's proposal.

7. Proposal Exceptions and/or Deviations Form – Form G

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

8. Surety Commitment Letter – Form H

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Proposal.

9. Escrow Agreement – Form I

10. Performance Bond – Form J

11. Payment Bond – Form K

12. Operations and Maintenance Bond – Form L

13. Iran Contracting Certification – Form M

Offerors shall complete and submit this Iran Contracting Certification form at the time of submitting Proposals.

14. BIDDER'S CERTIFICATE REGARDING "BUY AMERICA"- FORM N

Pursuant to 49 CFR Part 661, as amended by Section 337 of the Surface Transportation and Uniform Relocation Act of 1987, no federal funds authorized by the Urban Mass Transportation Act of 1964, as amended; 23 USC 103 (e)(4); and Section 14 of the National Capital Transportation Act of 1969 as amended; and which were obligated by the Federal Transit Administration (FTA) after January 6, 1983 shall be obligated by the Authority unless steel and manufacturers' products used in such articles are produced in the United States.

A bidder providing articles that do not meet the above provision must submit a written request to the Authority, which may be forwarded, to FTA. FTA shall review the request for waiver and FTA may grant such a waiver if FTA determines that:

1. The application of the domestic preference requirements would be inconsistent with the public interest; Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

2. The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

FTA may grant a waiver in the case of the procurement of buses and other rolling stock (including train control, communications and traction power equipment), if the cost of components and subcomponents of such items which are produced in the United States is more than 60 percent for contracts entered into after April 1, 1992 with any supplier or contractor or any successor in interest or assignee which complied with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 prior to April 2, 1987.

To determine costs of components or subcomponents for compliance with the Buy America Requirements, the bidder is referred to the Federal Register, Volume 56, No. 6, Dated January 9, 1991.

In order to demonstrate compliance with the Buy America Requirements, bidder shall complete the Certificates of Compliance/Noncompliance, included in this IFB. Failure to complete the appropriate certificate shall render a bidder non-responsive to this solicitation and will result in the rejection of the bid.

15. Recent Client List – Form O

16. Reference Forms – Form P

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 15%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 15%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Technical Approach 25%**

Quality of Offeror's technical approach to systems, processes and functionality including, lane systems design and ease of installation and maintenance; beneficial functionality; transaction and image processing; trip building and image review; configurability; flexibility for growth; fault tolerance; automated monitoring and issue tracking/escalation.
- 5. Cost and Price 20%**

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

All proposals received in response to this RFP, will be reviewed by two groups of evaluators. The committees are comprised of Authority staff and may include outside personnel.

The first group is the Technical Review Committees and is comprised of subject-matter experts who are tasked with reviewing only the proposals' technical information, and providing input to the evaluation committee. The second group is the evaluation committee, which is appointed and tasked with reviewing and scoring the proposals' technical and price information. The evaluation committees' members will evaluate the written proposals using the criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed by the evaluation committee based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 5 & 6, 2017, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Regional Planning and Highway Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Regional Planning and Highway Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most

favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: ACRONYMS AND DEFINITIONS

EXHIBIT A

ACRONYMS & DEFINITIONS

**Electronic Toll and Traffic Management
(ETTM) System**

SR-91 and I-405 Express Lanes

August 14, 2017

Acronyms

The following Acronyms shall have the following meanings:

Acronym	Meaning
AD	Active Directory
AET	All-Electronic Tolling
ALPR	Automatic License Plate Recognition
ATMS	Advanced Traffic Management System
AVC	Automatic Vehicle Classification
AVD	Automatic Vehicle Detection
AVI	Automatic Vehicle Identification
BAFO(s)	Best and Final Offer(s)
BCP	Business Continuity Plan
BOM	Bill of Materials
BOS	Back Office System
BR	Business Rules
CA	California
CAD	Computer Aided Design
Caltrans	California Department of Transportation
CAP	Corrective Action Plan
CARB	California Air Resource Board
CASS™	Coding Accuracy Support System
CAT6	Category 6 Cable
CAV	Clean Air Vehicle
CCB	Change Control Board
CCTV	Closed-Circuit Television
CDRL	Contract Deliverables Requirements List
CHP	California Highway Patrol
CIS	Compliance Information System
CMDB	Configuration Management Database
CMS	Changeable Message Sign
COTS	Commercial Off-the-Shelf

CPU	Central Processing Unit
CRM	Customer Relationship Management
CSC	Customer Service Center
CSC BOS	Customer Service Center BOS
CSR	Customer Service Representative
CSWRD	Conformed Scope of Work and Requirements Document
CTOC	California Toll Operators Committee
DB	Design-Build
DBA	Database Administrator
DBE	Disadvantaged Business Enterprise
DMV	California Department of Motor Vehicles
DPS	Dynamic Pricing System
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EDMS	Electronic Document Management Software
EMI	Electromagnetic Interference
EMV	Europay, MasterCard and Visa,
ERD	Entity Relationship Diagram
ETTM	Electronic Toll and Traffic Management
FAT	Factory Acceptance Test
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FIFO	First in First Out
FTP	File Transfer Protocol
GAAP	General Accepted Accounting Principles
GASB	Government Accounting Standards Board
GP	General Purpose
GSA	Government Services Administration
GUI	Graphical User Interface
HOT	High Occupancy Toll Lane
HOV	High Occupancy Vehicle

HTML	Hypertext Transfer Markup Language
HTTPS	Hypertext Transfer Protocol Secure
HVAC	Heating Ventilation and Air Conditioning
ICD	Interface Control Document
ICLP	Interoperable Customer License Plate
ICPS	Image Capture and Processing System
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IP	Internet Protocol
IRS	Internal Revenue Service
ISA	Internal Security Assessor
ISO	International Standards Organization
ISP	Internet Service Provider
IT	Information Technology
I-Toll	Image Toll
ITS	Intelligent Transportation Systems
IVR	Interactive Voice Response
KPIs	Key Performance Indicators
KVM	Keyboard, Video, and Mouse
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LIFO	Last in First Out
LNG	Liquified Natural Gas
LOS	Level of Service
LP	Liquid Propane
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBE/WBE	Minority Business Enterprise/Women Based Enterprise
MICR	Magnetic Ink Character Recognition line
MOMS	Maintenance Online Management System
MOT	Maintenance of Traffic

MS	Microsoft
MTBF	Mean Time Between Failures
MTP	Master Test Plan
MTTR	Mean Time to Repair
MUTCD	Manual on Uniform Traffic Control Devices
NCOA	National Change of Address
NCR	Non-Conformance Report
NEC	National Electric(al) Code
NEMA	National Electrical Manufacturers Association
NFC	Near-Field Communication
NIOP	National Interoperability
NPST	Not Posted Status
NSF	Insufficient funds
NTCIP	National Transportation Communications for ITS Protocol
NTP	Notice to Proceed
OCR	Optical Character Recognition
OCTA	Orange County Transportation Authority
ODS	Occupancy Detection System
OIT	Onsite Installation Test
OJT	On-the-Job Training
OLAP	Online Analytical Processing
ORT	Open Road Tolling
OSHA	Occupational Safety and Health Administration
PA-DSS	Payment Application Data Security Standards
PBX	Private Branch Exchange
PCI	Payment Card Industry
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute

PMMS	Performance Management and Monitoring System
PMP	Project Management Plan
POS	Point-of-Sale
PPA	Prepaid Video Account
PTS	Personal Identification Number Transaction Security
PTZ	Pan-Tilt-Zoom
QA	Quality Assurance
QC	Quality Control
QSA	Qualified Security Assessor
RAID	Redundant Array of Independent Disks
RDBMS	Relational Database Management System
RF	Radio Frequency
RFI	Radio Frequency Interference
RFP	Request for Proposal
RMA	Return Merchandise Authorization number
ROC	Report on Compliance
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RPO	Recovery Point Objective
RSS	Roadway Support System
RTF	Rich Text Format
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SAN	Storage Area Network
SAS	Statement on Auditing Standards
SDDD	System Detailed Design Document
SDLC	Software Development Life Cycle
SDP	Software Development Plan
SFTP	Secure File Transfer Protocol
SIP	Session Initiation Protocol
SMS	Short Message Service
SNMP	Simple Network Management Protocol

SOV	Single Occupancy Vehicle
SOW	Scope of Work
SNMP	Simple Network Management Protocol
SRD	System Requirements Documents
SRR	System Requirements Review
SSAE-16	Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization
SSOP	System Standard Operating Procedures
TAP	Transit Access Pass
TCP/IP	Transmission Control Protocol/Internet Protocol
TEB	Toll Equipment Building
TDS	Traffic Detection System
TEES	Transportation Electrical Equipment Specification
TMC	Transportation Management Center
TOC	Toll Operations Center
TOD	Time of Day
TPB	Toll Plaza Building
TS&M	Traffic Simulator and Modeling
TSI	Toll System Integrator
TSL	Transponder Status List
TTY	Teletype Writer
UIL	User Identification Lists
UL	Underwriter's Laboratory
UO	Unusual Occurrence
UPS	Uninterruptible Power Supply
URL	Uniform Resource Locator
USPS	United States Postal Service
VExpress Lane	Violation Enforcement List
VLAN	Virtual Local Area Network
VPN	Virtual Private Network
VSR	Vehicle Signature Recognition
W3C	World Wide Web Consortium

WAN	Wide Area Network
WBS	Work Breakdown Structure
WIC	Walk-in Center
XML	Extensible Markup Language

Definitions

The following Terms, as used in this RFP and the Agreement, are capitalized throughout the document and shall be defined as follows:

Term	Definition
91 Express Lanes	The existing Express Lanes on SR-91 between the Costa Mesa Freeway (SR-55) in Anaheim and Orange County/Riverside County line operated by the AUTHORITY.
91 Express Lanes TOC	The location from which the AUTHORITY will oversee the 91 Express Lanes and location of the 91 Advanced Traffic Management System.
Acceptance	Approval of a Phase or a test by AUTHORITY, based on meeting certain conditions and test requirements, including Approvals.
Account	A User Account created by a customer, CSR or automatically by the System that includes but is not limited to information, such as an associated license plate, Transponder, customer demographics, and/or vehicle information, as well as, in most cases, associated contact and/or address information.
Advanced Traffic Management System (ATMS)	The system that takes the inputs from the ETTM Roadside Equipment and is used by the TOC operators to monitor and provide traffic management for the Express Lanes.
Agent	A third-party representative designated in writing to act by AUTHORITY on its behalf on specified matters.
Agreement	The set of documents containing the terms and conditions, and all the attached documents, including scope of work, schedule, pricing documents, that are pertinent to CONTRACTOR's Services, including all amendments thereto.
Agreement Amendment	A modification to any term, condition, scope of work, price, or any other aspect of the Agreement that is agreed to in writing and executed by both parties. Also referred to as "Amendment"
Agreement Term	The duration of the Agreement, period during which all CONTRACTOR's services must be completed and delivered to AUTHORITY.
Alert(s)/ed/ing)	Electronic Notifications sent by the System to notify Authorized Users or Customers of System issues or states that may require their attention.

All-Electronic Tolling (AET)	Cashless toll collection system where tolls are collected electronically while vehicles travel through the Toll Zone without stopping.
All-Electronic Tolling (AET) Facility	A Toll Facility that utilizes AET.
Amendment	See "Agreement Amendment".
Annual System Certification	A CONTRACTOR provided annual process to verify that the System is operating as designed.
Approve	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to Acceptance of a process, vendor, document, condition, action or Deliverable in writing by AUTHORITY. Approval by AUTHORITY shall not be construed to mean endorsement or assumption of liability by AUTHORITY nor shall it relieve CONTRACTOR of its responsibilities under the Agreement.
Approved Baseline Implementation Schedule	The Baseline Implementation Schedule Approved pursuant to the Agreement.
As-Built	The term "As-Built" used alone or in conjunction with varying document types (for example, Drawings, Plans, etc.) that constitutes a complete and accurate record of the ETM System or portions thereof as Designed, delivered, installed, Accepted and Approved.
AUTHORITY or Authority	Orange County Transportation Authority, or its designated representative.
Authorized User	Using a role-based login, a user with specific authority to perform a function(s) in the System. An Authorized User could be CONTRACTOR, AUTHORITY user, or a Third-Party Service Provider designated by AUTHORITY.
Automated License Plate Recognition (ALPR)	An automated Software process that extracts license plate information from the image of the license plate.
Automatic Vehicle Classification (AVC) System	A CONTRACTOR provided System that classifies the vehicles by vehicle type based on characteristics, such as number of axles or profile.
Automatic Vehicle Detection (AVD) System	A CONTRACTOR provided System that detects the presence of a vehicle in the Toll Zone.
Automatic Vehicle Identification (AVI)	A CONTRACTOR provided System of integrated devices and components that reads Transponders in the Toll Zone and is used to associate the Transponder to a vehicle and associated customer account in the Back Office System.
Back Office System (BOS)	The Existing BOS or the New BOS, or both, as the context requires. An AUTHORITY system provided by a third-party contractor used to support functions, including customer service,

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	account management, transaction and payment processing and interfaces to Interoperable Agencies.
Baseline Implementation Schedule	The detailed schedule developed and maintained by CONTRACTOR that lists all tasks related to the Design, development, testing, installation and Go-Live of the System. The schedule is subject to Approval by Authority. Upon Approval, it becomes the Approved Baseline Implementation Schedule pursuant to the Agreement.
BOS Contractor	The third-party contractor that is providing back-office operations services to OCTA. Depending upon context this term could refer to the Existing BOS Contractor or the New BOS Contractor.
Business Continuity	Continuance of Express Lanes operations in the event of serious incidents or disasters such that AUTHORITY is able to recover to an operational state and proceed with Operations quickly and efficiently.
Business Day	A weekday, excluding AUTHORITY observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Business Rules	The set of AUTHORITY operational and System rules that detail how the 91 and I-405 Express Lanes operate.
Calendar Day	One day, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. If the date to perform any act or give any notice specified in the Agreement Documents (including the last date for performance or provision of notice "within" a specified time period) falls on a non-Business Day, such act or notice may be timely performed on the next succeeding Day which is a Business Day.
California Department of Transportation (Caltrans)	The State transportation organization that is responsible for managing California's highway and freeway lanes, providing inter-city rail services, overseeing public-use airports and special-use hospital heliports, and working with local agencies.
California Highway Patrol (CHP)	The law enforcement agency of the state of California that has patrol jurisdiction over all California highways and provides occupancy declaration, transponder requirement and general traffic code enforcement on the Express Lanes.
California Toll Operators Committee Agency (CTOC Agency)	The California Toll Operators Committee (CTOC) is a collaborative organization composed of California's toll facility operators/owners of which AUTHORITY is a member. CTOC is the primary resource for Interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.
Certificate of ETTM System Infrastructure Turnover	Notification issued by AUTHORITY to Design Builder that Design Builder has achieved ETTM System Infrastructure Turnover with respect to a specific Toll Site Set.
Certification	CONTRACTOR's written verification and validation, with full supporting Documentation (including test results where applicable) that CONTRACTOR has completed development of

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	the Deliverable and certified its readiness for approval, testing or review, as applicable.
Chargeable Failure	Any failure that is not identified by the AUTHORITY as a Non-Chargeable Failure and for which CONTRACTOR shall be held accountable in its performance, in accordance with the Scope of Work and Agreement.
Clean Air Vehicle (CAV)	A designation provided by the California Air Resource Board (CARB) and decals by the California Department of Motor Vehicles (DMV) which identifies a vehicle as a low emission vehicle which may be privy to discounts and/or use of the carpool or Express Lanes.
Commercial Off-the-Shelf (COTS)	Commercially available off-the-shelf Hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use.
Commission	The term Commission and its approved variations (e.g. "Commissioned" and "Commissioning") when capitalized in this Scope of Work and the Agreement means the test that occurs upon completion and Approval of installation that indicates readiness for Operations.
Configurable	Functionality provided such that changes to the System thresholds, values, methods, parameters and/or settings shall not require additional Software development and Software testing effort. Verification of the change for this purpose is not considered testing. This same meaning applies to all variations, e.g. Configured.
Conformed Scope of Work and Requirements Document (CSWRD)	The updated Scope of Work and Requirements as agreed to between AUTHORITY and CONTRACTOR, executed as part of the Contract, including any addenda executed during the RFP process. When the term "Scope of Work and Requirements" is referred to in the executed Agreement Documents it is referring to the CSWRD, unless otherwise indicated.
Contract Closeout	Contract Closeout shall have the meaning as set forth in Article 23 of the Agreement.
Contract Deliverables Requirements List (CDRL)	The document developed and maintained by CONTRACTOR that identifies and tracks the status of all Deliverables/Submittals on the Project.
CONTRACTOR or Contractor	The Party to the Agreement with Authority responsible for delivering the Services in accordance with the Agreement. CONTRACTOR, as used herein, refers to the CONTRACTOR, its subcontractors and suppliers.
Contractor Project Manager	CONTRACTOR's duly authorized representative designated to manage CONTRACTOR's performance of the Work in accordance with the Agreement.
Corridor(s)	An independent Express Lanes facility operated and maintained by the AUTHORITY. For example, the 91 and I-450 Express Lanes are separate Corridors.

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Corridor Cities	For 91 Express Lanes: Cities of Anaheim and Yorba Linda. For I-405 Express Lanes: Cities of Fountain Valley, Costa Mesa, Westminster, Huntington Beach, and Seal Beach
Customer Service Center (CSC)	The place or places of businesses that provides for all OCTA customer service operations activities.
Dashboard	A computer application to monitor the ETTM System in pictorial view, including but not limited to real-time monitoring of Toll Zone traffic, Maintenance data including device health, operational modes for the Toll Zones, Toll Rate CMS, incident modes/status and System performance monitoring.
Data Warehouse	A central repository of integrated data from one or more sources. The Data Warehouse stores current and historical data in accordance with the Scope of Work and Requirements.
Day/Days	See Calendar Day(s).
Deliverable(s)	All Documentation and any items of any nature submitted by CONTRACTOR to AUTHORITY for review and approval pursuant to the terms of this Agreement. See also "Submittal".
Design	The process and Documentation and Deliverables that define and establish all elements of the System, including but not limited to the architecture, components, Modules, Interfaces and data for the System to satisfy the Scope of Work and Requirements and the Agreement. Also, refers to the Design Document. See "Design Documentation".
Design-Builder	AUTHORITY's contractor responsible for the design and construction of the I-405 Express Lanes Infrastructure.
Design Documentation	Documentation, including Deliverables that describe, document and elaborate the Design for review and Approval by AUTHORITY, including as examples: System Requirements Document, System Detailed Design Document, Requirements Traceability Matrix, Business Rules and other materials required to adequately document the System as Designed.
Digital Video Audit System (DVAS)	A CONTRACTOR provided System that captures digital video and still images, stores captured video and images, and provides a retrieval system and auditing capability to independently monitor System lane activities.
Disaster Recovery	The process of re-establishing and making available the AUTHORITY ETTM System and Operations after an event which renders the primary System inoperable.
Documentation	Material, Submittals and Deliverables provided by CONTRACTOR for approval by the AUTHORITY.
Effective Date	The date of execution of the Agreement.
Electronic Document Management System (EDMS)	AUTHORITY-provided document repository which is used as the master repository for all Project Documentation.

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Electronic Toll and Traffic Management (ETTM) Site	The combination of all toll sites including the ETTM Toll Collections and Enforcement Sites, the ETTM Transponder Read Sites, the ETTM Toll Rate CMS Sites, the ETTM CCTV Camera Sites and ETTM Traffic Detection System Sites.
Electronic Toll and Traffic Management (ETTM) System	The Roadside System, Roadway Support Systems, and all communications and interfaces provided by CONTRACTOR required to capture and process toll transactions and trips on the Express Lanes. The ETTM System interfaces with the BOS for purposes of toll collection.
End of Contract Transition Plan	Plan provided by CONTRACTOR describing the process by which the ETTM System will be transitioned at the end of the Contract Term.
Enhancements	Any change that is a significant increase to Software or Hardware functionality or performance, including user or customer access and functionality, above that specified in the Scope of Work and Requirements and Agreement.
Equipment	See "Hardware".
Escrow	An asset held by a third-party on behalf of the AUTHORITY and CONTRACTOR until certain conditions are met, as defined in Exhibit C, Agreement.
ETTM Communications Network	Infrastructure provided by Design-Builder (I-405 Express Lanes) or in place (91 Express Lanes) for ETTM System communications. ETTM Communications Network includes the conduit and fiber optic backbone and lateral connections to Equipment cabinets/enclosures. ETTM Communications Network does not include data/communications service connections and connection between Equipment cabinets/enclosures and Equipment.
ETTM Intelligent Transportation Systems (ITS)	The Roadside System and all communications and interfaces provided by CONTRACTOR required to provide traffic detection and full video coverage for monitoring the Express Lanes.
ETTM System Infrastructure	Infrastructure, facilities and other elements built by Design-Builder or provided to CONTRACTOR for installation of the ETTM System.
ETTM System Infrastructure Turnover	For each Toll Site Set, the Design Builder has provided CONTRACTOR with unencumbered access to ETTM Sites within a particular Toll Site Set, following completion of the ETTM System Infrastructure in the Toll Site Set, and satisfaction of all conditions to turnover of the Toll Site Set as confirmed by AUTHORITY's issuance of a Certificate of ETTM System Infrastructure Turnover.
ETTM System Infrastructure Turnover Date	The date on which Design Builder has achieved ETTM System Infrastructure Turnover with respect to a specific Toll Site Set.
ETTM Toll CCTV Camera Site	The location of an ETTM System subsystem that records video of the Express Lanes.

ETTM Toll Collection and Enforcement Site	The location of an ETTM System subsystem that collects Transponder and license plate information to support creation of a toll transaction and provides information to enforce Express Lane vehicle eligibility.
ETTM Traffic Detection System (TDS) Site	The location of an ETTM System subsystem that detects the presence of every vehicle in the Express Lanes and general purpose lanes and reports the data to the ATMS.
ETTM Transponder Read Site	The location of an ETTM System subsystem that collects information regarding "where" and "when" a vehicle enters or exits the Express Lanes to support creation of a toll transaction.
ETTM Toll Rate CMS Site	The location of an ETTM System subsystem that displays the Express Lane toll rates to motorists on an overhead electronic sign.
Exempt List	List of License Plates that will not be billed.
Existing BOS	The existing 91 Express Lanes back-office system (for both AUTHORITY and the Riverside County Transportation Commission), including customer service and Violation processing activities.
Existing BOS Contractor	AUTHORITY's contractor currently responsible for the operations of the Existing BOS.
Existing ETTM Contractor	AUTHORITY's contractor currently responsible for the operations and maintenance of the existing 91 Express Lanes ETTM System.
Express Lanes	OCTA Express Lanes consisting of the 91 Express Lanes and the planned I-405 Express Lanes.
Extra Work	Changes in the general scope of the Agreement, including but not limited to the Services furnished to AUTHORITY by CONTRACTOR.
FasTrak®	California's trademarked electronic toll system that allows customers to use any toll road, bridge, or express lane in California without stopping to pay.
FasTrak® Flex	A type of FasTrak® Transponder with a switch which can be set to indicate the number of people in the vehicle (one (1), two (2) or three (3) or more.
FasTrak® Transponder	A device required to use the Express Lanes. Using the Transponder, drivers or their passengers are responsible for declaring the number of people in the vehicle as one (1), two (2) or three (3) or more passengers via an Occupancy Setting.
Final Acceptance	Final Acceptance shall have the meaning as set forth in Article 23 of the Agreement.
Fiscal Year	AUTHORITY's fiscal year, defined as July 1 through the subsequent June 30th.

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Flag(s)	A mark that signals a condition or status or that an event has occurred. The Flag is said to be <i>set</i> when it is turned on. Flags may be related to a specific transaction(s) directing the ETTM System to take some form of action.
Force Majeure	Force Majeure shall have the meaning set forth in Article 72 of the Agreement.
Go-Live	The date on which all required installation and testing requirements have been met and revenue collection Operations commence, using the CONTRACTOR provided ETTM System on each of the I-405 and 91 Express Lanes.
Hardware	An all-inclusive term to mean the Equipment, Hardware, associated peripherals, associated firmware, electrical and other materials and supplies necessary or furnished by CONTRACTOR to provide Services pursuant to the Agreement.
High Occupancy Vehicle (HOV)	A designation applied to vehicles to allow free or discounted passage based on occupancy of the vehicle and other criteria, established by Authority, Federal, or State regulations.
Holiday(s)	<p>Days which are observed by AUTHORITY as holidays:</p> <ul style="list-style-type: none"> • New Year's Day – January 1 • Birthday of Martin Luther King, Jr. – 3rd Monday in January • Lincoln's Birthday – February 12 • Washington's Birthday – 3rd Monday in February • Cesar Chavez Day – March 31 • Memorial Day – Last Monday in May • Independence Day – July 4 • Labor Day – 1st Monday in September • Columbus Day – 2nd Monday in October • Veterans Day – November 11 • Thanksgiving Day – 4th Thursday in November • Day after Thanksgiving Day – Day after Thanksgiving Day • Christmas Day – December 25 <p>If January 1, February 12, March 31, July 4, November 11, or December 25 falls on a Sunday, the Monday following is a Holiday. If November 11 falls on a Saturday, the preceding Friday is a Holiday.</p>
Host or Host System	The central computer System that controls and manages the data to and from the Roadside System and which Interfaces with the BOS and along with the other Roadway Support System

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	components, also provides support functionality such as Maintenance Online Management System (MOMS) and Digital Video Audit System (DVAS) functionality.
I-405 Express Lanes Toll Operations Center (TOC)	The location from which the AUTHORITY will oversee the I-405 Express Lanes.
Image Capture and Processing System (ICPS)	A CONTRACTOR provided System used to capture and record vehicle license plate images.
Image-Based Transaction	A toll transaction that is based on the image of a license plate (as opposed to a Transponder-Based Transaction).
Implementation Phase	The phase of the Project, which begins at Notice to Proceed and ends at System Acceptance.
Infrastructure	The elements built by the Design Builder and provided to CONTRACTOR for installation of the ETTM System.
Interface Control Document (ICD)	The document that governs the exchange of information between two systems or entities.
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions/trips generated on an agency's roads by customers of the other agency or entity. Generally, requires that Reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	Entities that have agreed to accept each other's Transponders and/or license plates, to identify customers and settle payment. In the case of this Contract, such entities will have entered into a Reciprocity agreement which dictates the processes and payment policies, for example CTOC.
ISO 18000-6C	Non-proprietary wireless (RFID) protocol used for communication between the transponder in the vehicle and the roadside Equipment in the lanes.
Jurisdiction (License Plate)	The governing entity, such as state or country that controls the issuing of a particular vehicle license plate and provides registered vehicle owner information.
Key Personnel	Staff designated by the AUTHORITY as "key" in the Agreement and Scope of Work and Requirements, subject to minimum experience qualifications and to the conditions set forth in the Agreement.
Lane Closure	A shutdown of lanes to vehicular traffic. Includes Permitted Lane Closure or an Unpermitted Lane Closure, or both, as the context requires.
Maintenance	Services to be performed by CONTRACTOR related to the maintenance of System. Also see "Maintenance Services" or "Maintenance and Software Support Services."
Maintenance and Software Support Services	Services to be performed by CONTRACTOR related work including the maintenance, monitoring and administration of the Software.

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Maintenance Online Management System (MOMS)	An automated, fully integrated System that monitors the status of operational Equipment in real time, records Equipment and process failures, notifies Maintenance personnel, generates and tracks work orders, maintains preventative Maintenance schedules, generates repair history, and maintains parts inventory and asset management.
Maintenance Services	The Maintenance and related Services required to be furnished by CONTRACTOR, pursuant to the Scope of Work and Requirements.
Master Test Plan (MTP)	A comprehensive testing plan that describes the different test phases, CONTRACTOR's testing concepts and approach and the administration of each test.
Maximum Obligation	The maximum, not to exceed dollar amount that CONTRACTOR shall be paid for Work performed under this Agreement, including any Agreement Amendments.
Module	A group of functions developed simultaneously for specific tasks, such as a reporting Module, a security Module or a maintenance Module.
New BOS	The new AUTHORITY back-office system that will be implemented during the Operations and Maintenance Phase to support customer service and Violation processing activities for the 91 Express Lanes and the future I-405 Express Lanes, either jointly or individually.
New BOS Contractor	An AUTHORITY's contractor responsible for the operations of the New BOS that will be implemented during the Operations and Maintenance Phase.
Non-Chargeable Failure	Failure for which CONTRACTOR will not be held accountable in its performance measurement.
Notice	A formal communication addressing legal and contractual matters, not applicable to daily Implementation Phase and Operation and Maintenance Phase communications.
Notice to Proceed (NTP)	The written authorization by AUTHORITY designating the date for CONTRACTOR to commence Work.
Occupancy Detection System (ODS)	A subsystem which captures and analyzes and image of the passenger compartment and reports the number of occupants. This result is compared with the number of occupants declared by the customer either by the transponder (I-405) or by selection of lane at the tolling point (91).
OCTA Policy	Guidelines established and published by the AUTHORITY.
Orange County Transportation Authority (AUTHORITY)	A public entity organized pursuant to Public Utilities Code sections 13000 et seq., which is responsible for this procurement and implementation of the Project. Also referred to as "the AUTHORITY".

Operational Alert Notification	Role-based Alert sent to AUTHORITY operational personnel, notifying them of a BOS condition that requires their attention or an issue that they should be aware of.
Operations	Services performed, such as transaction processing and image review to be furnished under this Agreement.
Operations and Maintenance Phase	The Phase beginning upon Go-Live through the end of the Agreement Term.
Optical Character Recognition (OCR)	A Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and Jurisdiction from the image of the license plate.
Order of Precedence	The order in which Agreement documents control in the event of a conflict or ambiguity in such documents as such precedence is established in the Agreement. Refer to Article 1 of Agreement.
Performance Requirements	The required level of CONTRACTOR performance established in the Scope of Work and Requirements.
Permitted Lane Closure	A full or partial closure of any portion of a general purpose lane or Express Lane by CONTRACTOR in connection with the Work, and which is approved in advance by AUTHORITY in accordance with the Scope of Work and Requirements and occurs wholly within the time period set out in the Scope of Work and Requirements.
Pervasive Defect	A persistent or reoccurring issue or problem as further set forth in the Agreement.
Plan(s)	CONTRACTOR Deliverable that identifies approach to a particular aspect of the Work submitted for approval, including as examples, Project Management Plan, Disaster Recovery Plan, Software Development Plan, Installation Plan and Business Continuity Plan.
Plate Correction List	A list of License Plate numbers maintained by AUTHORITY that have been identified as problematic for Image-Based Transactions and that require additional review and verification.
Plaza	See "Toll Plaza."
Preliminary Implementation Schedule	Implementation schedule provided by the CONTRACTOR as part of its Proposal.
Preventive Maintenance	Scheduled Maintenance Services performed by CONTRACTOR related to the maintenance of ETTM System as described in the Scope of Work.
Price Proposal	CONTRACTOR pricing provided in response to this RFP and in accordance with the instructions provided.
Priority	Ranking and assignment of importance used in the identification, monitoring, correction and reporting of System problems, bugs, and failures.

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Project	The total Services set forth in the Scope of Work and Requirements and as further set forth and detailed in the Agreement.
Project Acceptance	Project Acceptance shall have the meaning as set forth in Article 23 of the Agreement.
Project Management Plan (PMP)	Approved document used to guide both project execution and project control.
Project Manager	AUTHORITY's duly authorized representative designated to manage the Work and Agreement.
Proposal	A Proposer's entire submission in response to this RFP.
Proposer	An entity that has submitted a Proposal in response to this RFP. Also referred to in RFP as Offeror.
Quality Assurance (QA)	A process which occurs after the final Work product is complete, to ensure the Work was completed as expected and required.
Quality Control (QC)	A process which occurs before a final product is produced or presented, to ensure the Work product is accurate.
Requirements	Each of the required Work activities in numbered form (and in narratives and introductions within the requirements) that CONTRACTOR shall perform, including but not limited to technical, functional, Project management, Operations and Maintenance and Performance.
Requirements Traceability Matrix (RTM)	The structured collection of information that summarizes the requirements of the ETTM System submitted by CONTRACTOR for Approval by AUTHORITY and that serves to track completion of Design, development and testing.
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party Contractors.
Roadside Generator	Mechanical equipment at each Toll Zone and Toll Rate CMS location to supply continuous power service in the event of a utility power loss
Roadside (Toll) System	The subsystems and Equipment and Software that control and manage the ETTM System at all ETTM Sites.
Roadway Support Systems (RSS)	The subsystems that support the Roadside System, provides key transaction and image processing functionality and ETTM System monitoring. Interfaces with the BOS,
Segment	A segment of Express Lanes which consists of one or more Toll Zone.
Services	All CONTRACTOR activities required by this Agreement. Also see "Work".
Shadow Dynamic Pricing System	An automated system developed and implemented by CONTRACTOR to develop Toll Rates for each trip based on collected Operating conditions data and dynamic pricing algorithms. The Toll Rates developed by the Shadow Dynamic

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	Pricing System will be used to inform the Time of Day price setting process.
Shadow Toll Rate	The calculated toll rate in any given interval, given the prevailing speeds and traffic volumes on the facility, used to inform the AUTHORITY on routine updates to the Time of Day pricing schedules
Single Occupancy Vehicle (SOV)	Any vehicle that does not meet the criteria to qualify as a High Occupancy Vehicle.
Site(s)	Any of the locations where Services under this Agreement are performed.
Software	All computer programs, media, procedures, rules and associated Documentation pertaining to the control and operation of the data processing and data storage for the System. Software includes all associated features and functions described in the Scope of Work and Requirements, including all Agreement Modifications, updates, derivative works, Enhancements, modifications or Upgrades thereto, and all error corrections, patches and bug fixes provided by CONTRACTOR and which is made part of the System, as well as all related or ancillary data files, Modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all Documentation.
State	The State of California.
Scope of Work and Requirements	The Agreement Document that captures and defines the Work activities, Submittals and Deliverables and Performance that CONTRACTOR must execute in performance of the Work.
Status (Account)	The life cycle stage of an Account at a given point in time, such as active or closed.
Subcontractor	Any person, firm or corporation, other than CONTRACTOR's employees, who enters into a subcontract with Proposer to furnish labor, or labor and materials for the Project or in connection with the Services, whether directly or indirectly, on CONTRACTOR's behalf and whether or not in privity with CONTRACTOR.
Submittal	See "Deliverable".
Supplier	Any person, firm, or corporation, other than CONTRACTOR's employees, who enters into a subcontract with Proposer to furnish materials, Equipment, or supplies for incorporation in or in connection with the Services, whether directly or indirectly, on CONTRACTOR's behalf and whether or not in privity with CONTRACTOR.
System	The Software and components including firmware, Hardware, Equipment, components, subcomponents, furniture and fixtures provided, procured, furnished and installed under this Agreement to meet the Requirements of the System, as further set forth in the Agreement Documents.

System Acceptance	The completion of the Implementation Phase, established upon of System Acceptance Testing as further set forth in the Scope of Work and Requirements and the Agreement.
System Detail Design Document (SDDD)	Document Deliverable that includes but is not limited to the defined architecture, components, Interfaces, Design and functionality for the ETTM System to satisfy applicable Requirements, which is submitted by CONTRACTOR for Approval by AUTHORITY.
System Maintenance	Part of CONTRACTOR-provided support of the Hardware Systems and System Software during the Operations and Maintenance Phase.
Third-Party Service Providers and Business Partners	Entities which have a relationship with Express Lanes and/or CONTRACTOR to perform work and/or request that work be performed, such as collection companies.
Time-of-Day (TOD) Pricing	The toll pricing method used by AUTHORITY for the 91 and I-405 Express Lanes, whereby toll rates are based on a predetermined day of the week and the time of day schedule that is assessed and updated periodically.
Title 21	The open compatibility specifications for a two-way communications protocol for AVI including an initial set of Transaction Record Type codes mandated for statewide electronic toll collection use developed by the California Department of Transportation. These specifications codified in the California Code of Regulations as Title 21, Chapter 16, Articles 1 through 4.
Toll Facility	The 91 Express Lanes or the I-405 Express Lanes.
Toll Plaza (Plaza)	A Toll collection point located on a tolled facility.
Toll Policy	The policy adopted by Authority in connection with the Project.
Toll Rate CCTV camera	A CCTV camera integrated with the ETTM System to record the data displayed on the Toll Rate CMS upon every change in message.
Toll Rate Changeable Message Sign (CMS)	The signs installed before all entrances to the Express Lanes that display the rate information.
Toll Site Set	A grouping of one or more ETTM Sites, as determined by the Design Builder, to be turnover over to CONTRACTOR in accordance with this Scope of Work and Requirements.
Toll Zone	The area within a single ETTM Toll Collection and Enforcement Site or ETTM Transponder Read Site which vehicles pass through, where information from automatic vehicle detection and classification, license plate image capture, and automatic vehicle identification is captured and is use to create a transaction.
Traffic Detection System (TDS)	A CONTRACTOR provided System that detects the volume, speed, and other data of every vehicle in the Express Lanes and general purpose lanes and passes this information to the TOC.

Traffic Simulator and Modeling	The process of traffic modeling and simulating the Express Lanes and general purpose lanes to test, assess pricing performance, and refine the Dynamic Pricing System.
Transponder-Based Transaction	A transaction that is originated in the lane using Transponder technology (as opposed to an Image-Based Transaction).
Transition Plan	The Plan to transition from the current lane toll systems to the CONTRACTOR provided ETTM System, in accordance with the Work and Requirements.
Transponder	In-vehicle radio frequency device read by the Roadside System RF antenna(s) and reader Equipment in a toll lane.
Transponder Status List (TSL)	The list or file maintained by AUTHORITY of Transponders issued by AUTHORITY and other CTOC agencies, which denotes the status and class of each Transponder issued.
Transponder Occupancy Setting	The switch setting on the FasTrak® Flex Transponder when the vehicle passes through the Tolling Zone.
Transponder Occupancy Setting Correction List	A list of transactions where the occupancy was confirmed to be incorrect as a result of customer disputes, audit checks, and quality control.
Trip Transaction	The package of information formed by the RSS identifying a trip made by a vehicle comprised of either single or multiple transactions.
Unpermitted Lane Closure	A fully or partial closure by CONTRACTOR of any portion of a general purpose lane or Express Lane that is not a Permitted Lane Closure.
Unpermitted Vehicle	Vehicle type not permitted to use the Express Lanes.
Update	Generally, refers to a patch released for existing Software to fix any identified bugs, errors or security issues; may also include providing support for new Hardware, as well as performance tuning.
Upgrade (able/ed)	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues but does not include significant new functionality.
Validate (ed/ion)	Confirming a license plate image plate number, Jurisdiction, plate type, Vehicle Class and vehicle type through a combination of manual image review and electronic image processing so that subsequent images can be automatically processed with high confidence.
Vehicle Classification	A means of identifying different types of vehicles for the purpose of charging different tolls and applicable fees, based on applicable Account Types and/or Transponder types.
Vehicle Signature Recognition (VSR)	A CONTRACTOR provided System that improves the license plate data extraction performance to minimize manual image

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	review, and return the license plate number, jurisdiction and plate type that is associated to the transaction.
Work	See "Services".

EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS

EXHIBIT C: PRELIMINARY IMPLEMENTATION SCHEDULE

EXHIBIT C

Preliminary Implementation Schedule

Major Milestone Description	Projected Start Date	Projected End Date
Notice to Proceed	3/30/18	
Project Kickoff Meeting	April 2018	
Initial Project Planning Documentation Project Management Plan, Baseline Implementation Schedule, Software Development Plan, Document Control Work Plan, Health and Safety Plans, Quality Assurance Plan	Q2 2018	Q2 2018
I-405 Express Lanes ETTM System Infrastructure Design Requirements Document Full Requirements Documentation and Plans Submitted	NTP	NTP + 90 day
Second Group of Planning Documentation Installation Plan, Master Test Plan, Individual Test Plans, Test Procedures, Disaster Recovery Plan, Transition Plan	Q2 2018	Q4 2018
System Design (91 EL and applicable portions 405 EL) ETTM System Installation Design Package, RSS Installation Design Documentation, Requirements Traceability Matrix, Installation Checklist, Business Rules Document and Final System Detail Design Documents	Q2 2018	Q4 2018
Third Group of Planning Documentation Maintenance Plans, Operations Plan, Emergency Response Management Plan, Training Plan, Manuals, End of Contract Transition Plan	Q4 2018	Q2 2019
System Development and Initial Testing (91 EL and applicable portions of 405 EL) AVI Certification Report (Third-Party), Software Development, Factory Acceptance Test (FAT), Unit Testing	Q3 2018	Q2 2019
Installation and Testing (91 EL) Installation of all ETTM Sites, Installation RSS, Onsite Installation Test (OIT)	Q2 2019	Q3 2019
Final Testing and Go-Live (91 EL) Installation and Commissioning Test, Data Migration (as required), Go-Live all 91 EL ETTM	Q3 2019	Q4 2019
System Operations / Acceptance for the 91 (Start of Maintenance Phase for 91 EL) As-Built Documentation and Drawings, Operational and Acceptance Testing, Decommissioning of existing 91 EL Equipment, 91 EL Acceptance	Q4 2019	Q2 2019

System Design Remaining Portions of I-405 EL ETTM System Installation Design Package, I-405 TOC Design Requirements Document, RSS Installation Design Documentation, Requirements Traceability Matrix, Installation Checklist, Business Rules Document and Final System Detail Design Documents	Q3 2019	Q2 2021
Updates to All Planning Documentation	Q2 2021	Q1 2022
System Development and Initial Testing (Remaining portions of 405 EL) AVI Certification Report (Third-Party), Software Development, Factory Acceptance Test (FAT), Unit Testing	Q2 2021	Q1 2022
Installation and Testing (I-405 EL) Installation of all ETTM Sites, Installation RSS, Onsite Installation Test (OIT)	Q2 2022	Q4 2022 ¹
Final Testing and Go-Live (I-405 EL) Installation and Commissioning Test, Data Migration (as required), Go-Live all I-405 EL ETTM	Q4 2022	Q1 2023 ¹
System Operations / Acceptance for the 405 (Start of Maintenance Phase for I-405) As-Built Documentation and Drawings, Operational and Acceptance Testing, I-405 EL Acceptance	Q1 2023	Q3 2023 ¹
Project Acceptance		Q3 2023 ¹

1. Installation, Testing, and Acceptance of I-405 Express Lane ETTM System contingent upon Design-Builder schedule.

EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS TO PROPOSERS

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 7-1911

PLEASE REFER TO THE ATTACHED PRICING SHEETS, AND THE INSTRUCTIONS TO PROPOSERS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

-
1. I acknowledge receipt of RFP 7-1911 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 180)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

1. PRICE PROPOSAL SHEETS

1.1. Detailed Instructions To Proposers

1. There are eighteen (18) Price Proposal sheets as detailed below, including five (5) pricing summary sheets (Sheets 1, 2, 3, 4, and 5) and associated back-up information on back-up sheets for each pricing sheet. The back-up sheets for each summary sheet are labeled to identify the corresponding summary pricing sheet; for example, Sheet 2-1a is a back-up sheet to pricing Sheet 2. Back-up sheets are located after the summary sheets. Additional Services Rates Sheet 6, the End of Contract Transition Cost Summary Sheet 7, the Optional Future Facilities Implementation and Maintenance Cost Sheet 8 and the Payment Schedule are standalone sheets and do not require backup sheets.
2. Proposers must complete the Price Proposal Form in its entirety. The Price Proposal includes the following:
 - a. Project Summary Sheet 1
 - b. Implementation and Roadway Support Cost Sheets 2, 2-1a and 2-1b:
 - i. Sheet 2: Implementation and Roadway Support Cost Summary
 - ii. Sheet 2-1a: Back-up 91 and I-405 Express Lanes Implementation and Roadway Support Cost Details
 - iii. Sheet 2-1b: Back-up 91 and I-405 Express Lanes Implementation and Roadway Support Cost – Staff Rates and Hours
 - c. Roadside Systems Equipment (by Location Type) Cost Sheets 3, 3-1a and 3-1b:
 - i. Sheet 3: Roadside Systems Equipment (by Location Type) Cost Summary
 - ii. Sheet 3-1a: Back-up 91 and I-405 Express Lanes Roadside Systems Equipment Detailed Cost by Location Type
 - iii. Sheet 3-1b: Back-up 91 and I-405 Express Lanes Roadside Systems Equipment – Staff Rates and Hours
 - d. Base Contract and Optional Extensions Maintenance Cost Sheets 4, 4-1a, 4-1b, 4-2a and 4-2b:
 - i. Sheet 4: Base Contract and Optional Extensions Maintenance Cost Summary
 - ii. Sheet 4-1a: Back-up 91 and I-405 Express Lanes Roadway Support Systems Maintenance Cost Detail - Monthly Schedule of Labor and Other Direct Cost Items
 - iii. Sheet 4-1b: Back-up 91 and I-405 Express Lanes Roadway Support Systems Maintenance Support - Staff Rates and Hours
 - iv. Sheet 4-2a: Back-up 91 and I-405 Express Lanes Roadside Systems Maintenance Support Cost Detail - Monthly Schedule of Labor and Other Direct Cost Items
 - v. Sheet 4-2b: Back-up 91 and I-405 Express Lanes Roadside Systems Maintenance Support – Staff Rates and Hours

- e. Base Contract and Optional Extensions Variable Operations Cost Sheets 5 and 5-1:
 - i. Sheet 5: Base Contract and Optional Extensions Variable Operations Cost Summary
 - ii. Sheet 5-1: 91 and I-405 Express Lanes Base Contract and Optional Extensions Monthly Variable Operations Cost Details
 - f. Additional Services Rates 91 and I-405 Express Lanes Sheet 6
 - g. End of Contract Transition (91 and I-405 Express Lanes) Cost Summary Sheet 7
 - h. Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost Sheet 8
 - i. Payment Schedule
3. Proposers shall not fill in any grayed-out cells on the Price Proposal Forms, nor shall the Proposer make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.
 4. OCTA may waive or correct any error appearing in the Proposer's completed Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, OCTA is under no obligation to do so. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words, the amount stated in written words will control. In the event of a mathematical miscalculation, the correct sum will control.
 5. An officer of the Proposer who is authorized to bind the Proposer to the Contract or an individual otherwise authorized in writing by an officer of the Proposer must sign and date the eight Price Proposal Forms (Sheets 1, 2, 3, 4, 5, 6, 7 and 8) in the appropriate place as identified on each Price Proposal Form.
 6. All elements of the Price Proposal must be completed. If zero (0) quantities are included in the Proposal, a zero (0) must be entered into the corresponding cell. In addition, all items identified by OCTA in the price sheets will be assumed to be included in the Proposal and the Price Proposal shall be considered to be compliant to (e.g., inclusive of all Requirements) the ETTM System Scope of Work and Requirements.
 7. The Price Proposal shall be inclusive of all costs, fees and applicable taxes associated with the Project necessary to meet the all Requirements of the Project as described in the RFP, including, but not limited to the ETTM System Scope of Work and Requirements. No price escalation will be allowed above the price provided on the Price Proposal Forms to complete the Work.
 8. The electronic copies of the Price Proposal Form are password protected. Only those cells in which Proposers may enter data are unlocked for Proposers to enter data. Proposers shall not unlock or otherwise alter the spreadsheets.
 9. On most sheets, there are formulas that are automatically calculated based on data entered from elsewhere in the sheet or work book. Font and background colors are used to differentiate different types of input/cells as follows:
 - Black font – Indicates the cell cannot be altered.
 - Light yellow background – Indicates optional text input allowed, if Proposers need to provide additional detail.

- Light yellow with red font – Indicates Proposer must enter data for any applicable item.
- Light red background with red font – ***Indicates required Proposer input.*** All such cells must be completed accordingly.
- Light green background – Indicates that data has been entered into the cell. Light red and light yellow background will change to light green when any non-zero data is entered. The background for any cells where the Proposer enters zero (0) will not change colors in this manner.

10. While OCTA has made every effort to ensure the Price Proposal Forms contain accurate formulas and calculations, Proposers are required to independently verify that formulas and calculations are being performed correctly.

1.1.1. Project Summary –Sheet 1

The Proposer's price for the Total Project Costs shall be the aggregate of all costs included in Project Summary Sheet 1. Sheet 1 Project Summary will automatically summarize the costs and pricing detailed in Sheet 2 Implementation and Roadway Support Cost Summary, Sheet 3 Roadside Systems Equipment Cost Summary, Sheet 4 Base Contract and Optional Extensions Maintenance Cost Summary, Sheet 5 Base Contract and Optional Extensions Variable Operations Cost Summary, Sheet 6 Additional Services Rates and Sheet 7 End of Contract Transition Cost Summary.

1.1.2. Completion of Implementation Costs - Sheets 2, 2-1a and 2-1b

The Proposer's total price for the Implementation and Roadway Support Cost Summary shall be the aggregate of all costs included in Sheet 2. The costs shall also include without limitation all Implementation Services, Documentation and Deliverables, Hardware, Equipment, Software supplies, labor, third party services, parts and materials, furnishing, fixtures overhead, burden, profit, taxes, duties, fees, Contractor-acquired permits, licenses, warranties and other items necessary to meet requirements of the ETTM System Scope of Work and Requirements.

To complete Sheets 2, 2-1a and 2-1b Proposers shall do the following:

1. Begin with Sheet 2-1a. In the Description of Items column (A) enter a description for each cost component in as much detail as space allows. Starting with Base Contract Price elements and then moving down the sheet to the Optional Items, in column (B) enter the number of units for each Implementation price component for 91 and I-405 Express Lanes Combined Costs. In column (C) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (C) and the quantity (column (B)) shall be shown as 1. Total unit costs will be calculated automatically in column (D). In column (E), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated.

Next in column (G) enter the enter the number of units for each Implementation price component for 91 Express Lanes Costs Only for the Base Contract and Optional Items. In column (H) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (H) and the quantity (column (G)) shall be shown as 1. Total unit costs will be calculated automatically in column (I). In column (J), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated.

Then in column (L) enter the enter the number of units for each Implementation price component for I-405 Express Lanes Costs Only for the Base Contract and Optional Items. In

column (M) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (M) and the quantity (column (L)) shall be shown as 1. Total unit costs will be calculated automatically in column (N). In column (O), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated.

The total cost for each cost component including 91 and I-405 Express Lanes Combined Costs, 91 Express Lanes Cost Only and I-405 Express Lanes Costs Only will be calculated in column (Q) and will be shown in the appropriate line item on Sheet 2 Implementation Cost Summary.

2. Move to Sheet 2-1b. This sheet provides the back-up Implementation Costs for staffing including rates and hours. Enter names for each of the positions at the top of the list identified as key positions on the project. Next, enter specific loaded labor rate, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E). Moving down the sheet, enter additional labor categories for all labor to be used to complete this Work, including rates and hours. The staff names are not required for these additional positions. The total loaded labor dollars will be automatically calculated for each staff person and labor category and a grand total will be calculated. The Base Contract and Optional Items total provided must match the Labor Grand Total dollars for the Base Contract and Optional Items Implementation and Roadway Support Costs shown on Sheet 2-1a. A labor check cell is provided on the sheet to assist Proposers with verifying that the two (2) labor totals are equal.

1.1.3. Completion of Roadside Systems Equipment Cost -Sheets 3, 3-1a and 3-1b

The Proposer's total price for the Roadside Systems Equipment Costs Summary shall be the aggregate of all costs included in Sheet 3. The costs shall also include without limitation all Implementation Services, Documentation and Deliverables, Hardware, Equipment, Software supplies, labor, third party services, parts and materials, furnishing, fixtures overhead, burden, profit, taxes, duties, fees, Contractor-acquired permits, licenses, warranties and other items necessary to meet requirements of the ETTM System Scope of Work and Requirements.

To complete Sheets 3, 3-1a and 3-1b Proposers shall do the following:

1. Begin with Sheet 3-1a. In the rows provided under each Toll Location and Enforcement Site type for 91 Express Lanes, in column (B) enter the number of units for each Toll Collection and Enforcement Site price component. In column (C) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (C) and the quantity (column (B)) shall be shown as 1. Total unit costs will be calculated automatically in column (D). In column (E), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item for 91 Express Lanes on Sheet 3 Roadside Systems Equipment (by Location Type) Cost Summary.
2. Next in in column (G) enter the number of units for each Toll Collection and Enforcement Site price component for I-405 Express Lanes. In column (H) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (H) and the quantity (column (G)) shall be shown as 1. Total unit costs will be calculated automatically in column (I). In column (J), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item for I-405 Express Lanes on Sheet 3 Roadside Systems Equipment (by Location Type) Cost Summary.

3. Moving down Sheet 3-1a. In the rows provided under Optional Items, Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only), Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only) and Occupancy Detection System Integration with 3rd Party (at ETTM Toll Collection and Enforcement Site only) for the 91 Express Lanes and the I-405 Express Lanes enter the number of units for each price component in columns (B/G). Then enter the unit cost in column (C/H). If the item is provided as a lump sum, the lump sum amount shall be entered in column (C/H) and the quantity (column (B/G)) shall be shown as 1. Total unit costs will be calculated automatically in column (D/I). In column (E/J), enter the labor costs associated with each of the price components. The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item for 91 Express Lanes and I-405 Express Lanes on Sheet 3 Roadside Systems Equipment (by Location Type) Cost Summary.
4. Move to Sheet 3-1b. This sheet provides the back-up Roadside Systems Equipment Costs for staffing rates and hours for the Base Contract and Optional Items. Enter names for each of the positions at the top of the list identified as key positions on the project. Next, enter specific loaded labor rate, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E). Moving down the sheet, enter additional labor categories for all labor to be used to complete this Work, including rates and hours. The staff names are not required for these additional positions. The total loaded labor dollars will be automatically calculated for each staff person and labor category and a grand total will be calculated. The Base Contract and Optional Items total provided must match the Labor Grand Total dollars for the Base Contract and Optional Items Roadside Systems Equipment Costs shown on Sheet 3-1a. A labor check cell is provided on the sheet to assist Proposers with verifying that the two (2) labor totals are equal.
5. Sheet 3 is automatically populated from Sheet 3-1a and the total cost will automatically be calculated.

1.1.4. Completion of Base Contract and Optional Extensions Maintenance - Sheets 4, 4-1a, 4-1b, 4-2a and 4-2b

The Proposer's total price for Base Contract and Optional Extensions Maintenance Cost shall be the aggregate of all costs included in Sheet 4.

The costs shall include (without limitation) all Contractor management, administrative and support labor costs, as well as all direct costs associated with maintaining the ETTM System. The total price shall include (without limitation) all overhead, burden, profit, taxes, duties, fees, warranties, Equipment, supplies, Software, parts and materials, Contractor-acquired permits, licenses, warranties, and all other items necessary to meet the Contractor contractual requirements associated with the ETTM System. All labor rates provided are to include overhead, burden and profit ("Loaded Labor Rate").

To complete Sheets 4, 4-1a, 4-1b, 4-2a, and 4-2b Proposers shall do the following:

1. Begin with Sheet 4-1a. For the Base Contract (Maintenance Years 1-9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2 (Maintenance Years 12-13), each year is identified with a corresponding set of Work elements for the Roadway Support Systems Maintenance, however the Proposer may add an item below the existing components listed if needed. In the Description of Items column (A) enter a description for an additional cost component in as much detail as space allows. Starting with the 91 Express Lanes in column (B), enter the monthly cost for each item. Next enter the monthly associated

labor costs in column (C). Total monthly cost will be calculated automatically in Column (D). The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item on Sheet 4 Base Contract and Optional Extensions Maintenance Cost Summary.

Next for the Base Contract (Maintenance Years 5–9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2 (Maintenance Years 12-13) for the Roadway Support Systems Maintenance for I-405 Express Lanes starting in column (E), enter the monthly cost for each item. Next enter the monthly associated labor costs in column (F). Total monthly cost will be calculated automatically in Column (G). The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item on Sheet 4 Base Contract and Optional Extensions Maintenance Cost Summary.

2. Move to Sheet 4-1b. This sheet provides the back-up Roadway Support Systems Maintenance Costs for staffing including rates and hours for the Base Contract (Maintenance Years 1–9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2 (Maintenance Years 12-13) for both 91 and I-405 Express Lanes. Enter names for each of the positions at the top of the list identified as key positions on the project. Next, enter specific loaded labor rate, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E). Moving down the sheet, enter additional labor categories for all labor to be used to complete this Work, including rates and hours. The staff names are not required for these additional positions. Moving to the right, enter rates and hours for the remaining Base Contract and Optional Extension years. The total loaded labor dollars will be automatically calculated for each staff person and labor category, an annual total and a grand total will be calculated. The Base Contract and Optional Extensions total provided must match the Labor Grand Total dollars for the Base Contract and Optional Extension Roadway Support System Maintenance on Sheet 4-1a. A labor check cell is provided on the sheet to assist Proposers with verifying that the two (2) labor totals are equal.
3. Move to Sheet 4-2a. For the Base Contract (Maintenance Years 1–9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2 (Maintenance Years 12-13), each year is identified with a corresponding set of Work elements for the Roadside System Maintenance, which should not be altered. Starting with 91 Express Lanes in column (B), enter the monthly cost for each item. Next enter the monthly associated labor costs in column (C). Total monthly cost will be calculated automatically in Column (D). The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item on Sheet 4 Base Contract and Optional Extensions Maintenance Cost Summary.

Next for the Base Contract (Maintenance Years 5–9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2 (Maintenance Years 12-13) for the Roadside System Maintenance for I-405 Express Lanes in column (E) enter the monthly cost for each item. Then enter the monthly associated labor costs in column (F). Total monthly cost will be calculated automatically in Column (G). The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item on Sheet 4 Base Contract and Optional Extensions Maintenance Cost Summary.
3. Move to Sheet 4-2b. This sheet provides the back-up Roadside Systems Maintenance Costs for staffing including rates and hours for the Base Contract (Maintenance Years 1–9), as well as for Optional Extension #1 (Maintenance Years 10-11) and for Optional Extension #2

(Maintenance Years 12-13) for both 91 and I-405 Express Lanes. Enter names for each of the positions at the top of the list identified as key positions on the project. Next, enter specific loaded labor rate, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E). Moving down the sheet, enter additional labor categories for all labor to be used to complete this Work, including rates and hours. The staff names are not required for these additional positions. Moving to the right, enter rates and hours for the remaining Base Contract and Optional Extension years. The total loaded labor dollars will be automatically calculated for each staff person and labor category, an annual total and a grand total will be calculated. The Base Contract and Optional Extensions total provided must match the Labor Grand Total dollars for the Base Contract and Optional Extension Roadside System Maintenance Support on Sheet 4-2a. A labor check cell is provided on the sheet to assist Proposers with verifying that the two (2) labor totals are equal.

4. Sheet 4 is automatically populated from Sheets 4-1a and 4-2a and the annual cost is automatically calculated.

1.1.5. Completion of Base Contract and Optional Extensions Variable Operations - Sheets 5 and 5-1

The Proposer's total price for Base Contract and Optional Extensions Variable Operations Cost shall be the aggregate of all costs included in Sheet 5.

To complete Sheets 5 and 5-1 Proposers shall do the following:

1. Begin with Sheet 5-1. For the Base Contract (Operations Years 1-9), as well as for Optional Extension #1 (Operations Years 10-11) and for Optional Extension #2 (Operations Years 12-13) provide three (3) tiers of volumes (Level 1 through 3) which shall represent the Proposer's volume pricing break points associated with the Manually Reviewed Image-based Transactions Processed. Three tiers have been provided. The Contractor shall be permitted to **invoice for no more than 30% of the Manually Reviewed Image-based Transactions**, as it is assumed that automated functionality will process a significant portion of the images at the required accuracy. The Contractor shall be paid a sum of the all levels that applies to the actual total volume of transactions for the month for the allowable Manually Reviewed Image-based Transactions Processed. In other words, whenever the allowable total volume falls within one or more of the Contractor's proposed pricing fee structure will determine the fee paid. Note that the Level 1 volume begins with 1 transaction already entered in the "Minimum" column and Level 3 volume ends with a "greater than" sign (>) already entered in the "Maximum" column, which means that anything greater than the Level 3 "Minimum" amount entered by the Proposer is covered under Level 3 pricing.
2. Next enter the unit cost to Manually Review Image-based Transactions associated with each of the three (3) levels for all base and optional extension years for providing operations services. Each entered amount should include total per item costs, including labor and other direct, non-labor costs. The Total Monthly Cost for each level where applicable will then automatically calculate and represent the monthly payment that the Proposer will receive for operations services for the specific levels as determined by the volume of images processed in a given month. Fees are cumulative in that the Contractor will be paid based on each level the total Manually Review Image-based Transactions fall into.
3. Sheet 5 is automatically populated from Sheet 5-1 and the annual cost is automatically calculated.

1.1.6. Completion of Additional Services Rates Sheet 6

The Additional Services Rates (including Hours for Evaluation Purposes) sheet, Proposer's shall provide fully loaded hourly labor rates, including burden and profit for the staff shown in this Sheet 6. Additional Services hours have been provided for each year of the Base Contract and Optional Extensions, for evaluation purposes only. The Proposer shall also provide a labor rate escalation percentage for evaluation purposes for years 2-13. The purpose is to provide pricing for future Work not currently included in the ETTM System Scope of Work and Requirements. All changes to the Contract involving labor shall use the hourly labor rates in this table. Sheet 1 is automatically populated from Sheet 6.

1.1.7. Completion of End of Contract Transition Cost Summary Sheet 7

The Proposer's total price for the End of Contract Transition Costs Summary shall be the aggregate of all costs included in Sheet 7. This sheet shall include all costs for the Contractor to provide the End of Contract Transition Services as further set forth in the ETTM System Scope of Work and Requirements and the Contract. This item is a one-time fee to be paid for End of Contract Transition Services at the time of end of contract, whenever this occurs within the Agreement period.

1. Begin with Sheet 7. In the Description of Items column (A) enter a description for the identified cost items and other direct costs associated with the End of Contract Transition – 91 and I-405 Express Lanes in as much detail as space allows. Next in column (B) enter the number of units for each price component. In column (C) enter the unit cost. If the item is provided as a lump sum, the lump sum amount shall be entered in column (C) and the quantity (column (B)) shall be shown as 1. Total unit costs will be calculated automatically in column (D). In column (E), enter the labor cost associated with each line item. The costs for each price element will then automatically be calculated and the summary will be shown in the appropriate line item on Sheet 1.

1.1.8. Completion of Optional Future Facilities Implementation and Maintenance - Sheet 8

The Proposer's shall provide a pricing schedule for the Optional Future Facilities Implementation and Maintenance Cost in Sheet 8. The costs shall also include without limitation all Implementation Services, Documentation and Deliverables, Hardware, Equipment, Software supplies, labor, third party services, parts and materials, furnishing, fixtures overhead, burden, profit, taxes, duties, fees, Contractor-acquired permits, licenses, warranties and other items necessary to meet requirements of the ETTM System Scope of Work and Requirements and the Contract.

To complete Sheet 8 Proposers shall do the following:

1. Begin with Sheet 8. Provide the lump sum cost associated with the Implementation and the incremental increase in monthly maintenance for each item listed in the table below, including Optional Items, for the Base Contract and Optional Extensions years.

Item #	Description of Items	Detailed Description
1	ETTM Toll Collection and Enforcement Sites	Provision and installation of a fully functional, 2-lane site configured as the I-405 Express Lanes sites herein and tested assuming the testing regiment specified herein for the I-405 sites. Assume the same provision of infrastructure by a design-builder with a similar Package Turnover process for infrastructure turnover.
2	ETTM Transponder Read Sites	Provision and installation of a fully functional, 2-lane site configured as the I-405 Express Lanes sites herein and tested assuming the testing regiment specified herein for the I-405 sites. Assume the same provision of infrastructure by a design-builder with a similar Package Turnover process for infrastructure turnover.
3	ETTM Toll Rate DMS Sites	Provision and installation of a fully functional, stand-alone site configured as the I-405 Express Lanes sites herein and tested assuming the testing regiment specified herein for the I-405 sites. Assume the same provision of infrastructure by a design-builder with a similar Package Turnover process for infrastructure turnover.
4	ETTM Toll CCTV Camera Sites	Provision and installation of a fully functional, stand-alone site configured as the I-405 Express Lanes sites herein and tested assuming the testing regiment specified herein for the I-405 sites. Assume the same provision of infrastructure by a design-builder with a similar Package Turnover process for infrastructure turnover.
5	ETTM Toll Traffic Detector Sites	Provision and installation of a fully functional, stand-alone site configured as the I-405 Express Lanes sites herein and tested assuming the testing regiment specified herein for the I-405 sites. Assume the same provision of infrastructure by a design-builder with a similar Package Turnover process for infrastructure turnover.
6	Roadway Support Systems	Assume the addition of the new facility to the existing Roadway Support System assuming the testing regiment specified herein for the I-405.

Item #	Description of Items	Detailed Description
7	Project Management Cost per New Facility	Provide the cost of project management for the implementation of a new facility.
8	Mobilization Cost per New Facility	Provide the cost of mobilizing installation crews to install ETTM System on a new facility.
9	Review and Input to Toll Infrastructure Construction Plans	Provide the cost of providing input and at least three (3) reviews of ETTM System infrastructure construction plans.
10	Design and Document Update Cost per New Facility	Provide the cost of updating all Plans, Designs and Documents to support a new facility.
11	Insurance and Bonding	Via text, description of the calculation for determining the cost insurance and bonding.
Optional Items		
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	Incremental Cost
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	Incremental Cost

1.1.9. Payment Schedule

The Payment Schedule sheet applies the total Implementation Phase cost to payment milestones and associated percentages shown in RFP 7-1911 Payment Schedule. The sheet takes the Proposer's Implementation price shown on Sheets 2 and 3 and multiplies it by the percentage associated with each payment milestone. The result is a dollar amount to be paid for each milestone.

Sheet 1
Project Summary

DESCRIPTION OF SERVICES	91 EXPRESS LANES	I-405 EXPRESS LANES	GRAND TOTAL COST (\$)
BASE CONTRACT			
Implementation Phase			
Implementation and Roadway Support Costs (Sheet 2)	\$ -	\$ -	\$ -
Roadside Systems Equipment Costs (Sheet 3)	\$ -	\$ -	\$ -
Total Implementation Phase	\$ -	\$ -	\$ -
Operations and Maintenance Phase			
Maintenance Support Costs (Maintenance Years 1-9) (Sheets 4)	\$ -	\$ -	\$ -
Variable Operations Costs (Operations Years 1-9) (Sheet 5)	\$ -	\$ -	\$ -
Additional Services (Maintenance Years 1-9) (Sheets 6)	\$ -	\$ -	\$ -
End of Contract Transition (Sheet 7)	\$ -	\$ -	\$ -
Total Operations and Maintenance Phase	\$ -	\$ -	\$ -
Optional Items			
Optional Implementation and Roadway Support Costs for Occupancy Detection System (Sheet 2)	\$ -	\$ -	\$ -
Optional Roadside Systems Equipment Costs for AVC and Occupancy Detection System (Sheet 3)	\$ -	\$ -	\$ -
Total Optional Items	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION , OPERATIONS, AND MAINTENANCE COST	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION , OPERATIONS, MAINTENANCE, AND OPTIONAL ITEMS COST	\$ -	\$ -	\$ -
OPTIONAL EXTENSIONS			
Optional Extension #1 Maintenance Support Costs (Maintenance Years 10-11) (Sheets 4)	\$ -	\$ -	\$ -
Optional Extension #1 Variable Operations Costs (Operations Years 10-11) (Sheet 5)	\$ -	\$ -	\$ -
Optional Extension #1 Additional Services (Maintenance Years 10-11) (Sheets 6)	\$ -	\$ -	\$ -
Optional Extension #2 Maintenance Support Costs (Maintenance Years 12-13) (Sheets 4)	\$ -	\$ -	\$ -
Optional Extension #2 Variable Operations Costs (Operations Years 12-13) (Sheet 5)	\$ -	\$ -	\$ -
Optional Extension #2 Additional Services (Maintenance Years 12-13) (Sheets 6)	\$ -	\$ -	\$ -
TOTAL OPTIONAL EXTENSIONS (YEARS 10-13)	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION, OPERATIONS, MAINTENANCE, AND OPTIONAL EXTENSION YEARS	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION, OPERATIONS, MAINTENANCE, OPTIONAL ITEMS AND OPTIONAL EXTENSION YEARS	\$ -	\$ -	\$ -

Dollars

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Sheet 2
Implementation and Roadway Support Cost Summary

ITEM #	DESCRIPTION OF ITEMS	UNIT	91 EXPRESS LANES	I-405 EXPRESS LANES	TOTAL COST (\$)
BASE CONTRACT					
1	Mobilization	LS	\$ -	\$ -	\$ -
2	Project Management	LS	\$ -	\$ -	\$ -
3	Engineering and Design	LS	\$ -	\$ -	\$ -
4	Design Documentation	LS	\$ -	\$ -	\$ -
5	Plans and Manuals	LS	\$ -	\$ -	\$ -
6	In-Lane Systems Software Licensing (not included directly with Roadside Systems)	LS	\$ -	\$ -	\$ -
7	Roadway Support System Software Custom Software and Development	LS	\$ -	\$ -	\$ -
8	3rd Party Software and Software Installation (OS, Database, Applications)	LS	\$ -	\$ -	\$ -
9	Roadway System Hardware and Installation	LS	\$ -	\$ -	\$ -
10	Communications Equipment	LS	\$ -	\$ -	\$ -
11	ATMS	LS	\$ -	\$ -	\$ -
12	Factory Acceptance Testing (FAT) and Equipment Environmental Testing (EET)	LS	\$ -	\$ -	\$ -
13	Unit Testing	LS	\$ -	\$ -	\$ -
14	Onsite Installation Testing and MOT	LS	\$ -	\$ -	\$ -
15	Operational and Acceptance Testing	LS	\$ -	\$ -	\$ -
16	Training Manuals and Delivery	LS	\$ -	\$ -	\$ -
17	Insurance and Bonding	LS	\$ -	\$ -	\$ -
	Implementation Costs		\$ -	\$ -	\$ -
OPTIONAL ITEMS					
18	Occupancy Detection System Design, Testing and Integration	LS	\$ -	\$ -	\$ -
19	Occupancy Detection System Integration with 3rd Party	LS	\$ -	\$ -	\$ -
	Optional Implementation Costs		\$ -	\$ -	\$ -

Dollars

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Sheet 3
Roadside Systems Equipment (by Location Type) Cost Summary

ITEM NUMBER	COST ITEM	QUANTITY	COST PER LOCATION (\$)	TOTAL COST (\$)	QUANTITY	COST PER LOCATION (\$)	TOTAL COST (\$)	TOTAL COST (\$)
BASE CONTRACT		91 Express Lanes			I-405 Express Lanes			Totals
1	ETTM Toll Collection and Enforcement Site	2	\$ -	\$ -	6	\$ -	\$ -	\$ -
2	ETTM Transponder Read Site	3	\$ -	\$ -	6	\$ -	\$ -	\$ -
3	ETTM Toll Rate CMS Sites				9	\$ -	\$ -	\$ -
4	ETTM Toll CCTV Camera Site (Integrated Site)	15	\$ -	\$ -	14	\$ -	\$ -	\$ -
5	ETTM Toll CCTV Camera Site (Stand-Alone Site)	10	\$ -	\$ -	10	\$ -	\$ -	\$ -
6	ETTM Toll Traffic Detector Sites (Integrated Site)				25	\$ -	\$ -	\$ -
7	ETTM Toll Traffic Detector Sites (Stand-Alone Site)				20	\$ -	\$ -	\$ -
8	Corridor Systems (Not included in RSS)	1	\$ -	\$ -	1	\$ -	\$ -	\$ -
Roadside System Costs				\$ -			\$ -	\$ -
OPTIONAL ITEMS		91 Express Lanes			I-405 Express Lanes			Totals
9	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	2	\$ -	\$ -	6	\$ -	\$ -	\$ -
10	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	2	\$ -	\$ -	6	\$ -	\$ -	\$ -
11	Occupancy Detection System Integration with 3rd Party (at ETTM Toll Collection and Enforcement Site only)	2	\$ -	\$ -	6	\$ -	\$ -	\$ -
Total Roadside System Costs (Optional Items)				\$ -			\$ -	\$ -
Total Roadside System Costs (Base and Optional Items)				\$ -			\$ -	\$ -

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Sheet 4
Base Contract and Optional Extensions Maintenance Cost Summary

ITEM NUMBER	Description of Items	Monthly Cost (\$)	Annual Cost (\$)	Monthly Cost (\$)	Annual Cost (\$)	Monthly Cost (\$)	Annual Cost (\$)	Monthly Cost (\$)	Annual Cost (\$)	Total Annual Cost (\$)
Base Contract		Roadway Support System Maintenance 91 Express Lanes (From Sheet 4-1a)		Roadway Support System Maintenance I-405 Express Lanes (From Sheet 4-1a)		Roadside Systems Maintenance 91 Express Lanes (From Sheet 4-2a)		Roadside Systems Maintenance I-405 Express Lanes (From Sheet 4-2a)		Total Annual Roadway and RS Support Maintenance Cost
1	Year 1 of Maintenance	\$ -	\$ -			\$ -	\$ -			\$ -
2	Year 2 of Maintenance	\$ -	\$ -			\$ -	\$ -			\$ -
3	Year 3 of Maintenance	\$ -	\$ -			\$ -	\$ -			\$ -
4	Year 4 of Maintenance	\$ -	\$ -			\$ -	\$ -			\$ -
5	Year 5 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Year 6 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Year 7 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Year 8 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Year 9 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Contract Maintenance (Maintenance Years 1-9)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Extension #1 (Maintenance Years 8-10)										
10	Optional Year 10 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Optional Year 11 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extension #1 (Maintenance Years 10-11)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Extension #2 (Maintenance Years 11-13)										
12	Optional Year 12 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Optional Year 13 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extension #2 (Maintenance Years 12-13)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

_____ Dollars

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Sheet 5

Base Contract and Optional Extensions Variable Operations Cost Summary

ITEM #	DESCRIPTION	TOTAL MONTHLY VARIABLE COST (\$)	TOTAL ANNUAL VARIABLE COST (\$)
BASE CONTRACT			
1	Year 1 of Operations	\$ -	\$ -
2	Year 2 of Operations	\$ -	\$ -
3	Year 3 of Operations	\$ -	\$ -
4	Year 4 of Operations	\$ -	\$ -
5	Year 5 of Operations	\$ -	\$ -
6	Year 6 of Operations	\$ -	\$ -
7	Year 7 of Operations	\$ -	\$ -
8	Year 8 of Operations	\$ -	\$ -
9	Year 9 of Operations	\$ -	\$ -
Total Base Contract (Operation Years 1-9)			\$ -
OPTIONAL EXTENSION #1 (Operations Years 10-11)			
10	Optional Year 10 of Operations	\$ -	\$ -
11	Optional Year 11 of Operations	\$ -	\$ -
Total Optional Extension #1 (Maintenance Years 10-11)			\$ -
OPTIONAL EXTENSION #2 (Operations Years 12-13)			
12	Optional Year 12 of Operations	\$ -	\$ -
13	Optional Year 13 of Operations	\$ -	\$ -
Total Optional Extension #2 (Maintenance Years 12-13)			\$ -

Dollars

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Sheet 6
Additional Services Rates
91 and I-405 Express Lanes
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes		0.00%				
		Year 1 of Maintenance	Year 1 of Maintenance	Year 1 of Maintenance	Year 2 of Maintenance	Year 2 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
1	Project Principal	\$ -	30	\$ -	25	\$ -
2	Project Manager	\$ -	30	\$ -	25	\$ -
3	Deputy Project Manager	\$ -	30	\$ -	25	\$ -
4	Quality Control/Assurance Manager	\$ -	30	\$ -	25	\$ -
5	Civil/Mechanical/Electrical Engineering Manager	\$ -	30	\$ -	25	\$ -
6	I-405 ETTM System Infrastructure Lead	\$ -	30	\$ -	25	\$ -
7	System Design Engineer	\$ -	30	\$ -	25	\$ -
8	Lead Test Engineer	\$ -	30	\$ -	25	\$ -
9	Installation & Commissioning Manager	\$ -	30	\$ -	25	\$ -
10	Systems & Equipment Maintenance Manager	\$ -	30	\$ -	25	\$ -
11	System Analyst	\$ -	30	\$ -	25	\$ -
12	Software Architect	\$ -	30	\$ -	25	\$ -
13	Hardware Engineer	\$ -	30	\$ -	25	\$ -
14	Software Developer Senior	\$ -	30	\$ -	25	\$ -
15	Software Developer	\$ -	30	\$ -	25	\$ -
16	Tester	\$ -	30	\$ -	25	\$ -
17	Network Engineer	\$ -	30	\$ -	25	\$ -
18	System Administrator	\$ -	30	\$ -	25	\$ -
19	Database Administrator	\$ -	30	\$ -	25	\$ -
20	Training Manager	\$ -	30	\$ -	25	\$ -
21	Trainer	\$ -	30	\$ -	25	\$ -
22	Quality Control	\$ -	30	\$ -	25	\$ -
23	Licensed Electrician	\$ -	30	\$ -	25	\$ -
24	Electrician Helper	\$ -	30	\$ -	25	\$ -
25	Installation Technician	\$ -	30	\$ -	25	\$ -
26	Installation Supervisor	\$ -	30	\$ -	25	\$ -
27	Sr. Maintenance Technician	\$ -	30	\$ -	25	\$ -
28	Maintenance Technician	\$ -	30	\$ -	25	\$ -
29	Traffic Management Ops Manager	\$ -	30	\$ -	25	\$ -
30	Traffic Management Ops Staff	\$ -	30	\$ -	25	\$ -
31	Image Review Manager	\$ -	30	\$ -	25	\$ -
32	Image Review Staff	\$ -	30	\$ -	25	\$ -
33	CADD Technician	\$ -	30	\$ -	25	\$ -
34	Documentation Specialist	\$ -	30	\$ -	25	\$ -
35	Administrative Assistant	\$ -	30	\$ -	25	\$ -
YEARLY TOTALS				\$ -		\$ -
BASE AND OPTIONAL TOTALS						

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 6
Additional Services Rates
91 and I-405 Express Lanes
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes					
		Year 3-9 and Optional Years 10-13 of Maintenance	Year 3 of Maintenance	Year 4 of Maintenance	Year 5 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	15	\$ -	\$ -	\$ -
2	Project Manager	15	\$ -	\$ -	\$ -
3	Deputy Project Manager	15	\$ -	\$ -	\$ -
4	Quality Control/Assurance Manager	15	\$ -	\$ -	\$ -
5	Civil/Mechanical/Electrical Engineering Manager	15	\$ -	\$ -	\$ -
6	I-405 ETTM System Infrastructure Lead	15	\$ -	\$ -	\$ -
7	System Design Engineer	15	\$ -	\$ -	\$ -
8	Lead Test Engineer	15	\$ -	\$ -	\$ -
9	Installation & Commissioning Manager	15	\$ -	\$ -	\$ -
10	Systems & Equipment Maintenance Manager	15	\$ -	\$ -	\$ -
11	System Analyst	15	\$ -	\$ -	\$ -
12	Software Architect	15	\$ -	\$ -	\$ -
13	Hardware Engineer	15	\$ -	\$ -	\$ -
14	Software Developer Senior	15	\$ -	\$ -	\$ -
15	Software Developer	15	\$ -	\$ -	\$ -
16	Tester	15	\$ -	\$ -	\$ -
17	Network Engineer	15	\$ -	\$ -	\$ -
18	System Administrator	15	\$ -	\$ -	\$ -
19	Database Administrator	15	\$ -	\$ -	\$ -
20	Training Manager	15	\$ -	\$ -	\$ -
21	Trainer	15	\$ -	\$ -	\$ -
22	Quality Control	15	\$ -	\$ -	\$ -
23	Licensed Electrician	15	\$ -	\$ -	\$ -
24	Electrician Helper	15	\$ -	\$ -	\$ -
25	Installation Technician	15	\$ -	\$ -	\$ -
26	Installation Supervisor	15	\$ -	\$ -	\$ -
27	Sr. Maintenance Technician	15	\$ -	\$ -	\$ -
28	Maintenance Technician	15	\$ -	\$ -	\$ -
29	Traffic Management Ops Manager	15	\$ -	\$ -	\$ -
30	Traffic Management Ops Staff	15	\$ -	\$ -	\$ -
31	Image Review Manager	15	\$ -	\$ -	\$ -
32	Image Review Staff	15	\$ -	\$ -	\$ -
33	CADD Technician	15	\$ -	\$ -	\$ -
34	Documentation Specialist	15	\$ -	\$ -	\$ -
35	Administrative Assistant	15	\$ -	\$ -	\$ -
YEARLY TOTALS			\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS					

 Officer Signature

Typed Name, Title, Address and Phone Number

Sheet 6
Additional Services Rates
91 and I-405 Express Lanes
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes					
		Year 6 of Maintenance	Year 7 of Maintenance	Year 8 of Maintenance	Year 9 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -
2	Project Manager	\$ -	\$ -	\$ -	\$ -
3	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -
4	Quality Control/Assurance Manager	\$ -	\$ -	\$ -	\$ -
5	Civil/Mechanical/Electrical Engineering Manager	\$ -	\$ -	\$ -	\$ -
6	I-405 ETTM System Infrastructure Lead	\$ -	\$ -	\$ -	\$ -
7	System Design Engineer	\$ -	\$ -	\$ -	\$ -
8	Lead Test Engineer	\$ -	\$ -	\$ -	\$ -
9	Installation & Commissioning Manager	\$ -	\$ -	\$ -	\$ -
10	Systems & Equipment Maintenance Manager	\$ -	\$ -	\$ -	\$ -
11	System Analyst	\$ -	\$ -	\$ -	\$ -
12	Software Architect	\$ -	\$ -	\$ -	\$ -
13	Hardware Engineer	\$ -	\$ -	\$ -	\$ -
14	Software Developer Senior	\$ -	\$ -	\$ -	\$ -
15	Software Developer	\$ -	\$ -	\$ -	\$ -
16	Tester	\$ -	\$ -	\$ -	\$ -
17	Network Engineer	\$ -	\$ -	\$ -	\$ -
18	System Administrator	\$ -	\$ -	\$ -	\$ -
19	Database Administrator	\$ -	\$ -	\$ -	\$ -
20	Training Manager	\$ -	\$ -	\$ -	\$ -
21	Trainer	\$ -	\$ -	\$ -	\$ -
22	Quality Control	\$ -	\$ -	\$ -	\$ -
23	Licensed Electrician	\$ -	\$ -	\$ -	\$ -
24	Electrician Helper	\$ -	\$ -	\$ -	\$ -
25	Installation Technician	\$ -	\$ -	\$ -	\$ -
26	Installation Supervisor	\$ -	\$ -	\$ -	\$ -
27	Sr. Maintenance Technician	\$ -	\$ -	\$ -	\$ -
28	Maintenance Technician	\$ -	\$ -	\$ -	\$ -
29	Traffic Management Ops Manager	\$ -	\$ -	\$ -	\$ -
30	Traffic Management Ops Staff	\$ -	\$ -	\$ -	\$ -
31	Image Review Manager	\$ -	\$ -	\$ -	\$ -
32	Image Review Staff	\$ -	\$ -	\$ -	\$ -
33	CADD Technician	\$ -	\$ -	\$ -	\$ -
34	Documentation Specialist	\$ -	\$ -	\$ -	\$ -
35	Administrative Assistant	\$ -	\$ -	\$ -	\$ -
YEARLY TOTALS		\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS					\$ -

 Officer Signature
 Typed Name, Title, Address and Phone Number

Sheet 6
Additional Services Rates
91 and I-405 Express Lanes
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes		OPTIONAL EXTENSION #1		OPTIONAL EXTENSION #2	
		Optional Year 10 of Maintenance	Optional Year 11 of Maintenance	Optional Year 12 of Maintenance	Optional Year 13 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -
2	Project Manager	\$ -	\$ -	\$ -	\$ -
3	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -
4	Quality Control/Assurance Manager	\$ -	\$ -	\$ -	\$ -
5	Civil/Mechanical/Electrical Engineering Manager	\$ -	\$ -	\$ -	\$ -
6	I-405 ETTM System Infrastructure Lead	\$ -	\$ -	\$ -	\$ -
7	System Design Engineer	\$ -	\$ -	\$ -	\$ -
8	Lead Test Engineer	\$ -	\$ -	\$ -	\$ -
9	Installation & Commissioning Manager	\$ -	\$ -	\$ -	\$ -
10	Systems & Equipment Maintenance Manager	\$ -	\$ -	\$ -	\$ -
11	System Analyst	\$ -	\$ -	\$ -	\$ -
12	Software Architect	\$ -	\$ -	\$ -	\$ -
13	Hardware Engineer	\$ -	\$ -	\$ -	\$ -
14	Software Developer Senior	\$ -	\$ -	\$ -	\$ -
15	Software Developer	\$ -	\$ -	\$ -	\$ -
16	Tester	\$ -	\$ -	\$ -	\$ -
17	Network Engineer	\$ -	\$ -	\$ -	\$ -
18	System Administrator	\$ -	\$ -	\$ -	\$ -
19	Database Administrator	\$ -	\$ -	\$ -	\$ -
20	Training Manager	\$ -	\$ -	\$ -	\$ -
21	Trainer	\$ -	\$ -	\$ -	\$ -
22	Quality Control	\$ -	\$ -	\$ -	\$ -
23	Licensed Electrician	\$ -	\$ -	\$ -	\$ -
24	Electrician Helper	\$ -	\$ -	\$ -	\$ -
25	Installation Technician	\$ -	\$ -	\$ -	\$ -
26	Installation Supervisor	\$ -	\$ -	\$ -	\$ -
27	Sr. Maintenance Technician	\$ -	\$ -	\$ -	\$ -
28	Maintenance Technician	\$ -	\$ -	\$ -	\$ -
29	Traffic Management Ops Manager	\$ -	\$ -	\$ -	\$ -
30	Traffic Management Ops Staff	\$ -	\$ -	\$ -	\$ -
31	Image Review Manager	\$ -	\$ -	\$ -	\$ -
32	Image Review Staff	\$ -	\$ -	\$ -	\$ -
33	CADD Technician	\$ -	\$ -	\$ -	\$ -
34	Documentation Specialist	\$ -	\$ -	\$ -	\$ -
35	Administrative Assistant	\$ -	\$ -	\$ -	\$ -
YEARLY TOTALS		\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS			\$ -		\$ -

Officer Signature
Typed Name, Title, Address and Phone Number

Sheet 7
End of Contract Transition (91 and I-405 Express Lanes) Cost Summary

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT					
End of Contract Transition - 91 and I-405 Express Lanes	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
End of Contract Transition Costs			\$ -	\$ -	\$ -

_____ Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 8

Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost

ITEM #	Description of Items	UNITS	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$
	Future In-Lane System Implementation Cost (by Lane Type)	Quantities	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost
			Year 1 of Maintenance		Year 2 of Maintenance		Year 3 of Maintenance	
1	ETTM Toll Collection and Enforcement Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	ETTM Transponder Read Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ETTM Toll Rate DMS Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	ETTM Toll CCTV Camera Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ETTM Toll Traffic Detector Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Roadway Support Systems	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Project Management Cost per New Facility	1	\$ -		\$ -		\$ -	
8	Mobilization Cost per New Facility	1	\$ -		\$ -		\$ -	
9	Review and Input to Toll Infrastructure Construction Plans	1	\$ -		\$ -		\$ -	
10	Design and Document Update Cost per New Facility	1	\$ -		\$ -		\$ -	
11	Insurance and Bonding	1	\$ -		\$ -		\$ -	
Optional Items								
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 8

Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost

ITEM #	Description of Items	UNITS	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$
	Future In-Lane System Implementation Cost (by Lane Type)	Quantities	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost
			Year 4 of Maintenance		Year 5 of Maintenance		Year 6 of Maintenance	
1	ETTM Toll Collection and Enforcement Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	ETTM Transponder Read Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ETTM Toll Rate DMS Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	ETTM Toll CCTV Camera Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ETTM Toll Traffic Detector Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Roadway Support Systems	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Project Management Cost per New Facility	1	\$ -		\$ -		\$ -	
8	Mobilization Cost per New Facility	1	\$ -		\$ -		\$ -	
9	Review and Input to Toll Infrastructure Construction Plans	1	\$ -		\$ -		\$ -	
10	Design and Document Update Cost per New Facility	1	\$ -		\$ -		\$ -	
11	Insurance and Bonding	1	\$ -		\$ -		\$ -	
Optional Items								
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 8

Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost

ITEM #	Description of Items	UNITS	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$
	Future In-Lane System Implementation Cost (by Lane Type)	Quantities	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost
			Year 7 of Maintenance		Year 8 of Maintenance		Year 9 of Maintenance	
1	ETTM Toll Collection and Enforcement Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	ETTM Transponder Read Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ETTM Toll Rate DMS Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	ETTM Toll CCTV Camera Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ETTM Toll Traffic Detector Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Roadway Support Systems	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Project Management Cost per New Facility	1	\$ -		\$ -		\$ -	
8	Mobilization Cost per New Facility	1	\$ -		\$ -		\$ -	
9	Review and Input to Toll Infrastructure Construction Plans	1	\$ -		\$ -		\$ -	
10	Design and Document Update Cost per New Facility	1	\$ -		\$ -		\$ -	
11	Insurance and Bonding	1	\$ -		\$ -		\$ -	
Optional Items								
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 8

Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost

ITEM #	Description of Items	UNITS	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$	UNIT \$
	Future In-Lane System Implementation Cost (by Lane Type)	Quantities	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost	Implementation Cost	Incremental Increase in Monthly Maintenance Cost
			Optional Year 10 of Maintenance		Optional Year 11 of Maintenance		Optional Year 12 of Maintenance	
1	ETTM Toll Collection and Enforcement Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	ETTM Transponder Read Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ETTM Toll Rate DMS Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	ETTM Toll CCTV Camera Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ETTM Toll Traffic Detector Sites	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Roadway Support Systems	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Project Management Cost per New Facility	1	\$ -		\$ -		\$ -	
8	Mobilization Cost per New Facility	1	\$ -		\$ -		\$ -	
9	Review and Input to Toll Infrastructure Construction Plans	1	\$ -		\$ -		\$ -	
10	Design and Document Update Cost per New Facility	1	\$ -		\$ -		\$ -	
11	Insurance and Bonding	1	\$ -		\$ -		\$ -	
Optional Items								
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 8
Optional Future 91 and I-405 Express Lanes Facilities Implementation and Maintenance Cost

ITEM #	Description of Items	UNITS	UNIT \$	UNIT \$
	Future In-Lane System Implementation Cost (by Lane Type)	Quantities	Implementation Cost	Incremental Increase in Monthly Maintenance Cost
			Optional Year 13 of Maintenance	
1	ETTM Toll Collection and Enforcement Sites	1	\$ -	\$ -
2	ETTM Transponder Read Sites	1	\$ -	\$ -
3	ETTM Toll Rate DMS Sites	1	\$ -	\$ -
4	ETTM Toll CCTV Camera Sites	1	\$ -	\$ -
5	ETTM Toll Traffic Detector Sites	1	\$ -	\$ -
6	Roadway Support Systems	1	\$ -	\$ -
7	Project Management Cost per New Facility	1	\$ -	
8	Mobilization Cost per New Facility	1	\$ -	
9	Review and Input to Toll Infrastructure Construction Plans	1	\$ -	
10	Design and Document Update Cost per New Facility	1	\$ -	
11	Insurance and Bonding	1	\$ -	
Optional Items				
12	Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -
13	Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)	1	\$ -	\$ -

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 and I-405 Express Lanes Combined Costs				
Mobilization					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Project Management					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Engineering and Design					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Design Documentation					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Plans and Manuals					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
In-Lane Systems Software Licensing (not included directly with Roadside Systems)					
Total					
Roadway Support System Software Custom Software and Development					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 and I-405 Express Lanes Combined Costs				
3rd Party Software and Software Installation (OS, Database, Applications)					
Total					
Roadway System Hardware and Installation					
Total					
Communications Equipment					
Total					
ATMS					
Total					
Factory Acceptance Testing (FAT) and Equipment Environmental Testing (EET)					
Total					
Unit Testing					
Total					
Onsite Installation Testing and MOT					
Total					

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 and I-405 Express Lanes Combined Costs				
Operational and Acceptance Testing					
Total					
Training Manuals and Delivery					
Total					
Insurance and Bonding					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Base)			\$ -	\$ -	\$ -
OPTIONAL ITEMS	91 and I-405 Express Lanes Combined Costs				
Occupancy Detection System Design, Testing and Integration					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Occupancy Detection System Integration with 3rd Party					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Optional Items)			\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Incl Base and Optional Items)			\$ -	\$ -	\$ -
Labor Grand Total	\$ -				
Labor Check - Cell B145 (from Sheet 2-1b, cell 50) should equal cell B144	\$ -				

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 Express Lanes Costs Only				
Mobilization					
Total					
Project Management					
Total					
Engineering and Design					
Total					
Design Documentation					
Total					
Plans and Manuals					
Total					
In-Lane Systems Software Licensing (not included directly with Roadside Systems)					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Roadway Support System Software Custom Software and Development					
Total					

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 Express Lanes Costs Only				
3rd Party Software and Software Installation (OS, Database, Applications)					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Roadway System Hardware and Installation					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Communications Equipment					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
ATMS					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Factory Acceptance Testing (FAT) and Equipment Environmental Testing (EET)					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Unit Testing					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Onsite Installation Testing and MOT					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)
BASE CONTRACT	91 Express Lanes Costs Only				
Operational and Acceptance Testing					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Training Manuals and Delivery					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Insurance and Bonding					
Total					
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Base)			\$ -	\$ -	\$ -
OPTIONAL ITEMS	91 Express Lanes Costs Only				
Occupancy Detection System Design, Testing and Integration					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Occupancy Detection System Integration with 3rd Party					
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Optional Items)			\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Incl Base and Optional Items)			\$ -	\$ -	\$ -
Labor Grand Total					
Labor Check - Cell B145 (from Sheet 2-1b, cell 50) should equal cell B144					

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)	TOTAL COST (\$)
BASE CONTRACT	I-405 Express Lanes Costs Only					Totals
Mobilization						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Project Management						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Engineering and Design						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Design Documentation						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Plans and Manuals						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
In-Lane Systems Software Licensing (not included directly with Roadside Systems)						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Roadway Support System Software Custom Software and Development						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -

Toll Lanes System Integrator Services

RFP 7-1911
Exhibit DSheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)	TOTAL COST (\$)
BASE CONTRACT	I-405 Express Lanes Costs Only					Totals
3rd Party Software and Software Installation (OS, Database, Applications)						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Roadway System Hardware and Installation						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Communications Equipment						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
ATMS						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Factory Acceptance Testing (FAT) and Equipment Environmental Testing (EET)						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Unit Testing						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Onsite Installation Testing and MOT						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -

Toll Lanes System Integrator Services
**RFP 7-1911
Exhibit D**

Sheet 2-1a Back-up
91 and I-405 Express Lanes
Implementation and Roadway Support Cost Details

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL UNIT (\$)	LABOR (\$)	TOTAL COST (\$)	TOTAL COST (\$)
BASE CONTRACT	I-405 Express Lanes Costs Only					Totals
Operational and Acceptance Testing						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Training Manuals and Delivery						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Insurance and Bonding						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Base)			\$ -	\$ -	\$ -	\$ -
OPTIONAL ITEMS	I-405 Express Lanes Costs Only					Totals
Occupancy Detection System Design, Testing and Integration						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
Occupancy Detection System Integration with 3rd Party						
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	\$ -	
Total			\$ -	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Optional Items)			\$ -	\$ -	\$ -	\$ -
TOTAL IMPLEMENTATION AND ROADWAY SUPPORT COST (Incl Base and Optional Items)			\$ -	\$ -	\$ -	\$ -
Labor Grand Total						
Labor Check - Cell B145 (from Sheet 2-1b, cell 50) should equal cell B144						

Sheet 2-1b Back-up 91 and I-405 Express Lanes
Implementation and Roadway Support Cost - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	Base Contract and Optional Items		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		<i>Project Principal</i>	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
Grand Total Labor Cost					\$ -

Sheet 3-1a Back-up
91 and I-405 Express Lanes
Roadside Systems Equipment Detailed Cost by Location Type

DESCRIPTION OF ITEMS BY SITE TYPE	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL
BASE CONTRACT	91 Express Lanes					I-405 Express Lanes				
ETTM Toll Collection and Enforcement Site	3 Lane Configuration					2 Lane Configuration				
1. Redundant Zone Controllers and In-lane Electronics	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2. AVI System (ETC Antenna, Reader w/ RF Module and Software)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
3. AVDS (Sensors, Controllers and Miscellaneous Components)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
4. ICPS (Cameras, Illumination, Controllers w/ Miscellaneous Components)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
5. OCR/ALPR (Included in ICPS)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
6. VSR (Included in RSS)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
7. Enforcement Beacons	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
8. DVAS	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
9. Communications Equipment	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
10. Equipment Cabinets/Access Control	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
11. UPS	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
12. Generator	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
13. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
14. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
15. MOT Provided by Design-Builder on I-405	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
ETTM Transponder Read Site	1 Lane Configuration					1 Lane Configuration				
1. Redundant Zone Controllers and In-lane Electronics	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2. AVI System (ETC Antenna, Reader w/ RF Module and Software)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
3. AVDS (Sensors, Controllers and Miscellaneous Components)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
4. ICPS (Cameras, Illumination, Controllers w/ Miscellaneous Components)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
5. OCR/ALPR (Included in ICPS)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
6. VSR (Included in RSS)	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
7. DVAS	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
8. Communications Equipment	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
9. Equipment Cabinets	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
10. UPS	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
11. Generator	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
12. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
13. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
14. MOT Provided by Design-Builder on I-405	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -

Sheet 3-1a Back-up
91 and I-405 Express Lanes
Roadside Systems Equipment Detailed Cost by Location Type

DESCRIPTION OF ITEMS BY SITE TYPE	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL
ETTM Toll Rate CMS Sites			-					-		
1.CMS LED Panel, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
2. Communications Equipment	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
3. Equipment Cabinets	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
4. UPS	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
5. Generator	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
6. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
7. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
Total			\$ -	\$ -	-			\$ -	\$ -	-
ETTM Toll CCTV Camera Site (Integrated Site)			-					-		
1.Camera, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
2. Communications Equipment	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
3. Equipment Cabinet	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
4. UPS	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
5. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
6. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
Total			\$ -	\$ -	-			\$ -	\$ -	-
ETTM Toll CCTV Camera Site (Stand-Alone Site)			-					-		
1.Camera, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
2. Communications Equipment	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
3. Equipment Cabinet	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
4. UPS	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
5. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
6. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
Total			\$ -	\$ -	-			\$ -	\$ -	-
ETTM Toll Traffic Detector Sites (Integrated Site)			-					-		
1.Detector, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
2. Communications Equipment	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
3. Equipment Cabinet	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
4. UPS	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
5. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
6. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
	0	\$ -	\$ -	\$ -	-	0	\$ -	\$ -	\$ -	-
Total			\$ -	\$ -	-			\$ -	\$ -	-

Sheet 3-1a Back-up
91 and I-405 Express Lanes
Roadside Systems Equipment Detailed Cost by Location Type

DESCRIPTION OF ITEMS BY SITE TYPE	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL	# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL
ETTM Toll Traffic Detector Sites (Stand-Alone Site)										
1.Detector, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2. Communications Equipment	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
3. Equipment Cabinet	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
4. UPS	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
5. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
6. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Corridor Systems (Not included in RSS)										
1. Corridor Server	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2. Communications for Facility	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
3. Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
4. MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
OPTIONAL ITEMS	91 Express Lanes					I-405 Express Lanes				
Automatic Vehicle Classification (at ETTM Toll Collection and Enforcement Site only)										
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Occupancy Detection System Design, Testing and Integration (at ETTM Toll Collection and Enforcement Site only)										
1.Detection, Controller and In-lane Electronics	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2.Incremental Increase in Installation and Commissioning	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
3. Incremental Increase in MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Occupancy Detection System Integration with 3rd Party (at ETTM Toll Collection and Enforcement Site only)										
1.Incremental Increase in Installation and Commissioning	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
2. Incremental Increase in MOT for Installation and Commissioning Test	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Labor Grand Total	\$ -									
Labor Check - Cell B121 (from Sheet 3-1b, cell 50) should equal cell B120	\$ -									

Sheet 3-1b Back-up
91 and I-405 Express Lanes
Roadside Systems Equipment - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	Base Contract and Optional Items		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		<i>Project Principal</i>	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
Grand Total Labor Cost					\$ -

Sheet 4-1a

91 and I-405 Express Lanes

Roadway Support System Maintenance Cost Detail

Monthly Schedule of Labor and Other Direct Cost Items

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)
Base Contract	91 Express Lanes					
Year 1 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -			
Upgrades	\$ -		\$ -			
Materials	\$ -		\$ -			
Equipment	\$ -		\$ -			
Software Licenses	\$ -		\$ -			
	\$ -		\$ -			
Total Monthly Year 1	\$ -	\$ -	\$ -			
Year 2 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -			
Upgrades	\$ -		\$ -			
Materials	\$ -		\$ -			
Equipment	\$ -		\$ -			
Software Licenses	\$ -		\$ -			
	\$ -		\$ -			
Total Monthly Year 2	\$ -	\$ -	\$ -			
Year 3 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -			
Upgrades	\$ -		\$ -			
Materials	\$ -		\$ -			
Equipment	\$ -		\$ -			
Software Licenses	\$ -		\$ -			
	\$ -		\$ -			
Total Monthly Year 3	\$ -	\$ -	\$ -			

Sheet 4-1a
91 and I-405 Express Lanes
Roadway Support System Maintenance Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)
Year 4 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -			
Upgrades	\$ -		\$ -			
Materials	\$ -		\$ -			
Equipment	\$ -		\$ -			
Software Licenses	\$ -		\$ -			
	\$ -		\$ -			
Total Monthly Year 4	\$ -	\$ -	\$ -			
Beginning of 91 and I-405 Joint Maintenance	91 Express Lanes (Proportional Share)			I-405 Express Lanes (Proportional Share)		
Year 5 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 6 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-1a

91 and I-405 Express Lanes

Roadway Support System Maintenance Cost Detail

Monthly Schedule of Labor and Other Direct Cost Items

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)
Year 7 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 8 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 9 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-1a
91 and I-405 Express Lanes
Roadway Support System Maintenance Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)
Optional Extension #1	91 Express Lanes (Proportional Share)			I-405 Express Lanes (Proportional Share)		
Optional Year 10 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Year 11 of Maintenance: System Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-1a

91 and I-405 Express Lanes

Roadway Support System Maintenance Cost Detail

Monthly Schedule of Labor and Other Direct Cost Items

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost All Lanes (\$)
Optional Extension #2	91 Express Lanes (Proportional Share)			405 Express Lanes (Proportional Share)		
Optional Year 12 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Year 13 of Maintenance: System Maintenance and Software Support Services						
Maintenance Labor		\$ -	\$ -		\$ -	\$ -
I-405 TOC Labor			\$ -		\$ -	\$ -
Upgrades	\$ -		\$ -	\$ -		\$ -
Materials	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Software Licenses	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Totals		\$ -			\$ -	
Labor Grand Total	\$ -					
Labor Check Cell B122 (from Sheet 4-1b, cell AP49) should equal cell B121	\$ -					

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance			LOADED HOURLY BILLING RATES Year 2 of Maintenance		
			First Year Rate	Year 1 Hours	Year 1 Total Labor Cost	Year 2 Rate	Year 2 Hours	Year 2 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 3 of Maintenance			LOADED HOURLY BILLING RATES Year 4 of Maintenance		
			Year 3 Rate	Year 3 Hours	Year 3 Total Labor Cost	Year 4 Rate	Year 4 Hours	Year 4 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 5 of Maintenance			LOADED HOURLY BILLING RATES Year 6 of Maintenance		
			Year 5 Rate	Year 5 Hours	Year 5 Total Labor Cost	Year 6 Rate	Year 6 Hours	Year 6 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 7 of Maintenance			LOADED HOURLY BILLING RATES Year 8 of Maintenance		
			Year 7 Rate	Year 7 Hours	Year 7 Total Labor Cost	Year 8 Rate	Year 8 Hours	Year 8 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 9 of Maintenance			LOADED HOURLY BILLING RATES Optional Year 10 of Maintenance		
			Year 9 Rate	Year 9 Hours	Year 9 Total Labor Cost	Optional Year 10 Rate	Optional Year 10 Hours	Optional Year 10 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Optional Year 11 of Maintenance			LOADED HOURLY BILLING RATES Optional Year 12 of Maintenance		
			Optional Year 11 Rate	Optional Year 11 Hours	Optional Year 11 Total Labor Cost	Optional Year 12 Rate	Optional Year 12 Hours	Optional Year 12 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-1b Back-up
91 and I-405 Express Lanes
Roadway Support Systems Maintenance Support
Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Optional Year 13 of Maintenance		
			Optional Year 13 Rate	Optional Year 13 Hours	Optional Year 13 Total Labor Cost
1		<i>Project Principal</i>	\$ -	0	\$ -
2		<i>Project Manager</i>	\$ -	0	\$ -
3		<i>Deputy Project Manager</i>	\$ -	0	\$ -
4		<i>Quality Control/Assurance Manager</i>	\$ -	0	\$ -
5		<i>Civil/Mechanical/Electrical Engineering Manager</i>	\$ -	0	\$ -
6		<i>I-405 ETTM System Infrastructure Lead</i>	\$ -	0	\$ -
7		<i>System Design Engineer</i>	\$ -	0	\$ -
8		<i>Lead Test Engineer</i>	\$ -	0	\$ -
9		<i>Installation & Commissioning Manager</i>	\$ -	0	\$ -
10		<i>Systems & Equipment Maintenance Manager</i>	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
	Total Labor Cost				\$ -
	Grand Total Labor Cost				\$ -

Sheet 4-2a Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items by Month

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)
Base Contract	91 Express Lanes					
Year 1 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services (Warranty)						
Labor		\$ -	\$ -			
MOT	\$ -		\$ -			
Material, Tools	\$ -		\$ -			
Equipment	\$ -		\$ -			
Other	\$ -		\$ -			
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -			
Total Monthly Year 1	\$ -	\$ -	\$ -			
Year 2 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -			
MOT	\$ -		\$ -			
Material, Tools and Occupancy	\$ -		\$ -			
Equipment	\$ -		\$ -			
Other	\$ -		\$ -			
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -			
Total Monthly Year 2	\$ -	\$ -	\$ -			
Year 3 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -			
MOT	\$ -		\$ -			
Material, Tools and Occupancy	\$ -		\$ -			
Equipment	\$ -		\$ -			
Other	\$ -		\$ -			
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -			
Total Monthly Year 3	\$ -	\$ -	\$ -			

Sheet 4-2a Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items by Month

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)
Year 4 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -			
MOT	\$ -		\$ -			
Material, Tools and Occupancy	\$ -		\$ -			
Equipment	\$ -		\$ -			
Other	\$ -		\$ -			
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -			
Total Monthly Year 4	\$ -	\$ -	\$ -			
Beginning of 91 and I-405 Joint Maintenance	91 Express Lanes (Proportional Share)			I-405 Express Lanes (Proportional Share)		
Year 5 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 6 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-2a Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items by Month

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)
Year 7 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 8 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 9 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Year 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-2a Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items by Month

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)
Optional Extension #1	91 Express Lanes (Proportional Share)			I-405 Express Lanes (Proportional Share)		
Optional Year 10 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Year 11 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 4-2a Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support Cost Detail
Monthly Schedule of Labor and Other Direct Cost Items by Month

Description of Items	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)	Monthly Cost (\$)	Monthly Labor (\$)	Total Monthly Cost (\$)
Optional Extension #2	91 Express Lanes (Proportional Share)			I-405 Express Lanes (Proportional Share)		
Optional Year 12 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Year 13 of Maintenance - Monthly In-Lane Hardware Maintenance and Software Support Services						
Labor		\$ -	\$ -		\$ -	\$ -
MOT	\$ -		\$ -	\$ -		\$ -
Material, Tools and Occupancy	\$ -		\$ -	\$ -		\$ -
Equipment	\$ -		\$ -	\$ -		\$ -
Other	\$ -		\$ -	\$ -		\$ -
Maintenance Payment of Performance Bond (X%)	\$ -		\$ -	\$ -		\$ -
Total Monthly Optional Year 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Totals		\$ -			\$ -	
Labor Grand Total	\$ -					
Labor Check cell B113 (from Sheet 4-2b cell AP49) should equal cell B112	\$ -					

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance			LOADED HOURLY BILLING RATES Year 2 of Maintenance		
			First Year Rate	Year 1 Hours	Year 1 Total Labor Cost	Year 2 Rate	Year 2 Hours	Year 2 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 3 of Maintenance			LOADED HOURLY BILLING RATES Year 4 of Maintenance		
			Year 3 Rate	Year 3 Hours	Year 3 Total Labor Cost	Year 4 Rate	Year 4 Hours	Year 4 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 5 of Maintenance			LOADED HOURLY BILLING RATES Year 6 of Maintenance		
			Year 5 Rate	Year 5 Hours	Year 5 Total Labor Cost	Year 6 Rate	Year 6 Hours	Year 6 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 7 of Maintenance			LOADED HOURLY BILLING RATES Year 8 of Maintenance		
			Year 7 Rate	Year 7 Hours	Year 7 Total Labor Cost	Optional Year 8 Rate	Optional Year 8 Hours	Optional Year 8 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 9 of Maintenance			LOADED HOURLY BILLING RATES Optional Year 10 of Maintenance		
			Optional Year 9 Rate	Optional Year 9 Hours	Optional Year 9 Total Labor Cost	Optional Year 10 Rate	Optional Year 10 Hours	Optional Year 10 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes

Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Optional Year 11 of Maintenance			LOADED HOURLY BILLING RATES Optional Year 12 of Maintenance		
			Optional Year 11 Rate	Optional Year 11 Hours	Optional Year 11 Total Labor Cost	Optional Year 12 Rate	Optional Year 12 Hours	Optional Year 12 Total Labor Cost
1		Project Principal	\$ -	0	\$ -	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -	\$ -	0	\$ -
36			\$ -	0	\$ -	\$ -	0	\$ -
37			\$ -	0	\$ -	\$ -	0	\$ -
38			\$ -	0	\$ -	\$ -	0	\$ -
39			\$ -	0	\$ -	\$ -	0	\$ -
40			\$ -	0	\$ -	\$ -	0	\$ -
41			\$ -	0	\$ -	\$ -	0	\$ -
42			\$ -	0	\$ -	\$ -	0	\$ -
43			\$ -	0	\$ -	\$ -	0	\$ -
44			\$ -	0	\$ -	\$ -	0	\$ -
	Total Labor Cost				\$ -			\$ -
	Grand Total Labor Cost							

Sheet 4-2b Back-up
91 and I-405 Express Lanes
Roadside Systems Maintenance Support - Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Optional Year 13 of Maintenance		
			Optional Year 13 Rate	Optional Year 13 Hours	Optional Year 13 Total Labor Cost
1		Project Principal	\$ -	0	\$ -
2		Project Manager	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -
4		Quality Control/Assurance Manager	\$ -	0	\$ -
5		Civil/Mechanical/Electrical Engineering Manager	\$ -	0	\$ -
6		I-405 ETTM System Infrastructure Lead	\$ -	0	\$ -
7		System Design Engineer	\$ -	0	\$ -
8		Lead Test Engineer	\$ -	0	\$ -
9		Installation & Commissioning Manager	\$ -	0	\$ -
10		Systems & Equipment Maintenance Manager	\$ -	0	\$ -
11		System Analyst	\$ -	0	\$ -
12		Software Architect	\$ -	0	\$ -
13		Hardware Engineer	\$ -	0	\$ -
14		Software Developer Senior	\$ -	0	\$ -
15		Software Developer	\$ -	0	\$ -
16		Tester	\$ -	0	\$ -
17		Network Engineer	\$ -	0	\$ -
18		System Administrator	\$ -	0	\$ -
19		Database Administrator	\$ -	0	\$ -
20		Training Manager	\$ -	0	\$ -
21		Trainer	\$ -	0	\$ -
22		Quality Control	\$ -	0	\$ -
23		Licensed Electrician	\$ -	0	\$ -
24		Electrician Helper	\$ -	0	\$ -
25		Installation Technician	\$ -	0	\$ -
26		Installation Supervisor	\$ -	0	\$ -
27		Sr. Maintenance Technician	\$ -	0	\$ -
28		Maintenance Technician	\$ -	0	\$ -
29		Traffic Management Ops Manager	\$ -	0	\$ -
30		Traffic Management Ops Staff	\$ -	0	\$ -
31		Image Review Manager	\$ -	0	\$ -
32		Image Review Staff	\$ -	0	\$ -
33		CADD Technician	\$ -	0	\$ -
34		Documentation Specialist	\$ -	0	\$ -
35		Administrative Assistant	\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
	Total Labor Cost				\$ -
	Grand Total Labor Cost				\$ -

Toll Lanes System Integrator Services

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Exhibit D

Sheet 5-1 Back-up
91 and I-405 Express Lanes

Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	YEAR 1 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	YEAR 2 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Year 1 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 2 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL									
	EVALUATION VALUE			140,000			140,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

Toll Lanes System Integrator Services
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 91 and I-405 Express Lanes

Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	YEAR 3 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	YEAR 4 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Year 3 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 4 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL									
	EVALUATION VALUE			140,000			140,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

Toll Lanes System Integrator Services

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Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	YEAR 5 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	Year 6 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Year 5 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 6 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL									
	EVALUATION VALUE			940,000			1,000,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

Toll Lanes System Integrator Services

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Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	Year 7 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	Year 8 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Year 7 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 8 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL									
	EVALUATION VALUE			1,170,000			1,290,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

Toll Lanes System Integrator Services

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Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	Year 9 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	OPTIONAL Year 10 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Year 9 of Operations Based on Volume			Optional Year 10 of Operations Based on Volume		
VARIABLE COST - PER ITEM PRICING BY LEVEL				3 Levels Monthly Variable Fee			3 Levels Monthly Variable Fee		
	EVALUATION VALUE			1,090,000			1,140,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

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Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	OPTIONAL Year 11 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)	OPTIONAL Year 12 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Optional Year 11 of Operations Based on Volume			Optional Year 12 of Operations Based on Volume		
VARIABLE COST - PER ITEM PRICING BY LEVEL				3 Levels Monthly Variable Fee			3 Levels Monthly Variable Fee		
	EVALUATION VALUE			1,180,000			1,190,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -		\$ -	\$ -
3	Manually Reviewed Image-based Transaction- Level 3	0	>		\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -			\$ -

Sheet 5-1 Back-up
91 and I-405 Express Lanes

Base Contract and Optional Extensions Monthly Variable Operations Cost Details

DESCRIPTION OF ITEMS		MINIMUM	MAXIMUM	OPTIONAL Year 13 MONTHLY EVALUATION # UNITS	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTIONAL YEARS				Optional Year 13 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL						
	EVALUATION VALUE			1,200,000		
1	Manually Reviewed Image-based Transaction - Level 1	1	0		\$ -	\$ -
2	Manually Reviewed Image-based Transaction - Level 2	0	0		\$ -	\$ -
3	Manually Reviewed Image-based Transaction - Level 3	0	>		\$ -	\$ -
	Total Monthly Variable Operations Cost by Year					\$ -

Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)					\$ -			\$ -
Payment Number	Payment Milestone	Pay Items	% Paid	Cum % Paid	91 Express Lanes	% Paid	Cum % Paid	I-405 Express Lanes
A-1	Notice to Proceed	Notice to Proceed	5.00%	5.00%	\$ -	5.00%	5.00%	\$ -
A-2	Initial Project Planning Documentation	Project Management Plan, Baseline Implementation Schedule, Document Control Work Plan, Quality Assurance Plan Approved	5.00%	10.00%	\$ -	5.00%	10.00%	\$ -
A-3	Second Group of Planning Documentation	ETTM System Infrastructure Design Requirements Document, Software Development Plan, Master Test Plan, Installation Plan, Safety Plans, Disaster Recovery Plan, Transition Plan Approved	5.00%	15.00%	\$ -	5.00%	15.00%	\$ -
A-4	Third Group of Planning Documentation	Maintenance Plans, Operations Plan, Emergency Response Management Plan, Training Plan, End of Contract Transition Plan Approved	5.00%	20.00%	\$ -	5.00%	20.00%	\$ -
A-5	System Design	ETTM System Installation Design Package, RSS Installation Design Documentation, Requirements Traceability Matrix, KPI Reporting and Management Plan, Business Rules and Final SDDD Approved	12.50%	32.50%	\$ -	12.50%	32.50%	\$ -
A-6	Factory Acceptance Testing (FAT)	Factory Acceptance Testing Approved	7.50%	40.00%	\$ -	7.50%	40.00%	\$ -
A-7-1	Onsite Installation Testing (OIT) Roadway Support System (91 Express Lanes)	Installation of Roadway Support System and OIT Approved (91 Express Lanes)	5.00%	45.00%	\$ -			
A-7-2	Onsite Installation Testing (OIT) Roadway Support System (I-405 Express Lanes)	Installation of Roadway Support System and OIT Approved (I-405 Express Lanes)				5.00%	45.00%	\$ -
A-8-1	Go-Live Roadway Support to BOS (91 Express Lanes)	Go-Live of Roadway Support System to BOS Approved (91 Express Lanes)	10.00%	55.00%	\$ -			
A-8-2	Go-Live Roadway Support to BOS (I-405 Express Lanes)	Go-Live of Roadway Support System to BOS Approved (I-405 Express Lanes)				10.00%	55.00%	\$ -
A-9-1	Go-Live All Tolling Locations (91 Express Lanes)	Go-Live at all Tolling Locations Approved (91 Express Lanes)	20.00%	75.00%	\$ -			
A-9-2	Go-Live All Tolling Locations (I-405 Express Lanes)	Go-Live at all Tolling Locations Approved (I-405 Express Lanes)				20.00%	75.00%	\$ -
A-10	Manuals and Training	Manuals and Training Completed and Approved	5.00%	80.00%	\$ -	5.00%	80.00%	\$ -
A-11-1	System Acceptance (91 Express Lanes)	System Acceptance Approved (91 Express Lanes)	20.00%	100.00%	\$ -			
A-11-2	System Acceptance (I-405 Express Lanes)	System Acceptance Approved (I-405 Express Lanes)				20.00%	100.00%	\$ -

Payment Schedule

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	
	91 Express Lanes			\$ -
B-1	Ordering Verified 91 Express Lanes	10.00%	10.00%	\$ -
B-2	Purchased, Received and Verified 91 Express Lanes	45.00%	55.00%	\$ -
B-3	Installation Approved 91 Express Lanes (to be paid in equal installments by Toll Location)	45.00%	100.00%	\$ -
	I-405 Express Lanes			\$ -
B-3	Ordering Verified I-405 Express Lanes	10.00%	10.00%	\$ -
B-4	Purchased, Received and Verified I-405 Express Lanes	45.00%	55.00%	\$ -
B-5	Installation Approved I-405 Express Lanes (to be paid in equal installments by Toll Location)	45.00%	100.00%	\$ -

EXHIBIT E: PROPOSED AGREEMENT

1 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to design, implement, install,
2 operate and maintain a toll collection system ("Services") for the existing 91 Express Lanes and planned
3 405 Express Lanes (the "Project"); and

4 **WHEREAS**, the Services necessary to implement the Project cannot be performed by the regular
5 employees of AUTHORITY; and

6 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,
7 and is capable of performing the Services; and

8 **WHEREAS**, CONTRACTOR wishes to perform the Services; and

9 **WHEREAS**, Procurement of the Services is authorized under Section 130238 and Sections
10 130240 et seq. of the Public Utilities Code and AUTHORITY's Procurement Policy and Procedures.

11 **WHEREAS**, The Parties intend for this Agreement to be a comprehensive agreement obligating
12 CONTRACTOR to perform all Services, as more particularly described in the Agreement and all attached
13 documents;

14 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on _____ .

15 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as
16 follows:

17 **WHEREAS**, the federal provisions in this Agreement shall only apply to the portion of this
18 Agreement that is federally-funded (405 Implementation Phase).

19 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

20 A. Agreement Documents: This Agreement, including all attached documents, as that term is
21 defined in the attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and
22 exclusive statement of the terms and conditions of the agreement between AUTHORITY and
23 CONTRACTOR for the Services and supersedes all prior representations, understandings and
24 communications. The invalidity in whole or in part of any term or condition of this Agreement shall not
25 affect the validity of other terms or conditions. Terms capitalized herein shall, unless otherwise defined
26 herein, have the same meaning as set forth in Exhibit A.

B. Agreement Interpretation: This Agreement and each of the attached documents are an essential part of the Parties agreement and should be interpreted in a manner which harmonizes their provisions. However, if an actual conflict exists, the following descending order of precedence shall apply:

1. Agreement amendments adopted in accordance with this Agreement;
2. This Agreement;
3. All Exhibits attached hereto; and
4. The Proposal.

C. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. This Agreement may be amended or modified only by mutual written agreement of the Parties. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AUTHORITY.

ARTICLE 2. AUTHORIZED DESIGNEES

A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

B. In its letter of transmittal accompanying Contractor's Proposal, the CONTRACTOR designated [name] _____ as an officer of the CONTRACTOR, who shall be authorized to sign this Agreement and any amendments to this Agreement and to speak for and make commitments on behalf of the CONTRACTOR.

ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS

A. CONTRACTOR shall perform the Services necessary to complete in a manner satisfactory to AUTHORITY in accordance with the attached Exhibit B, entitled "Scope of Work and Requirements".

B. The CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies necessary to perform the Services. The CONTRACTOR shall provide the Services described

herein in a competent and professional manner, in conformance with the highest industry standards, to the satisfaction of the AUTHORITY. The AUTHORITY shall be entitled to full and prompt cooperation by the CONTRACTOR in all aspects of the Services. The AUTHORITY shall have the right to inspect the performance of such Services at any time, and the CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution of such inspections.

ARTICLE 4. CONTRACTOR'S PERSONNEL

A. Non-Key Personnel:

1. The CONTRACTOR agrees that it will at all times employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to perform the Services in a timely manner.

2. CONTRACTOR warrants and represents that its staff personnel and subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the services described herein, in a competent and professional manner.

3. At the request of the AUTHORITY, in its sole discretion, the CONTRACTOR shall promptly remove from assignment to the performance of Services pursuant to this Agreement any employee, subcontractor, or any other person performing Services hereunder. AUTHORITY's request to remove an employee or subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee or subcontractor for work outside of this Agreement.

B. Key Personnel:

1. The Project Manager identified in the Proposal is a "Key Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Services, subject to the approval of the AUTHORITY.

2. The Request for Proposal (RFP) and Exhibit B, Scope of Work and Requirements, identify certain other job categories as Key Personnel for the Agreement. CONTRACTOR identified Key

1 Personnel assigned to this Project in its Proposal whom shall be approved as part of the Project
2 Management Plan. CONTRACTOR acknowledges that the award of this Agreement to CONTRACTOR
3 was based in significant part on the qualifications of such Key Personnel and CONTRACTOR's
4 representation that they will be made available to perform the Services to completion, which availability
5 is a material term of this Agreement. Key Personnel shall be required to work in the position indicated in
6 the Proposal and in the approved Project Management Plan.

7 3. No Key Personnel shall be removed or replaced by CONTRACTOR, or have any
8 change in function or any significant reduction in the level of commitment, without the prior written consent
9 of AUTHORITY. Should AUTHORITY determine during the Term of the Agreement (as defined in Article
10 5) that the list of Key Personnel does not include personnel essential to the successful performance of
11 the Services, the AUTHORITY may require the CONTRACTOR to add any existing job category to such
12 list.

13 4. If AUTHORITY becomes dissatisfied with the performance of any person
14 designated as Key Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within seven (7)
15 Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement person
16 for evaluation and approval by AUTHORITY or present to AUTHORITY a plan for correcting the
17 incumbent's performance deficiencies. If AUTHORITY rejects the replacement person for evaluation,
18 then CONTRACTOR shall propose another replacement person within seven (7) Business Days, which
19 process shall be followed until CONTRACTOR proposes a replacement person acceptable to OCTA. If
20 AUTHORITY rejects the plan of correction, or approves the plan of correction, but the incumbent's
21 performance deficiencies are not corrected to AUTHORITY's satisfaction within the thirty (30) Calendar
22 Days of AUTHORITY's approval of the plan, then the CONTRACTOR shall, propose to AUTHORITY a
23 replacement person for evaluation and approval by AUTHORITY within the time and manner set forth
24 above.

25 5. Should the services of any Key Personnel become no longer available to
26 CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to

1 AUTHORITY for approval as soon as possible, but in no event later than seven (7) Business Days after
2 the CONTRACTOR becomes aware that the Key Personnel is unavailable. AUTHORITY will respond to
3 CONTRACTOR within seven (7) Business Days following receipt of these qualifications concerning
4 acceptance of the candidate for replacement. As used in this paragraph, "no longer available to
5 CONTRACTOR" means that the Key Personnel is no longer employed by CONTRACTOR or is otherwise
6 unable to perform under this Agreement.

7 **ARTICLE 5. TERM OF AGREEMENT**

8 A. Initial Term: This Agreement shall commence upon the Effective Date, and shall continue in
9 full force and effect for a period of ten (10) years through March 30, 2028 ("Initial Term"), unless earlier
10 terminated or extended as provided in this Agreement.

11 B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of
12 this Agreement up to an additional twenty-four (24) months ("Option Term 1"), and thereupon require
13 CONTRACTOR to provide the Services and otherwise perform in accordance with the Scope of Work,
14 and at the rates set forth in Exhibit D, entitled "Price Summary Sheets." AUTHORITY, at its sole
15 discretion, may elect to extend the Initial Term, as extended by Option Term 1, up to an additional twenty-
16 four (24) months ("Option Term 2"), and thereupon require CONTRACTOR to continue to provide
17 Services and otherwise perform in accordance with the Scope of Work and Requirements and at the
18 rates set forth in Exhibit D, Price Proposal. The Initial Term and any extensions thereof shall be referred
19 to as "Term" in this Agreement.

20 C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under
21 Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the Agreement for
22 AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this Agreement. The
23 maximum term of this Agreement shall be 14 years from the Effective Date.

24 **ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES**

25 A. Schedule and Submittals

26 1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set out in

1 CONTRACTOR's approved Program Management Plan and CONTRACTOR's Approved Baseline
2 Implementation Schedule, in accordance with the Scope of Work and Requirements.

3 2. AUTHORITY's written approval will be required for Submittals.

4 3. Within fifteen (15) Calendar Days of the Notice to Proceed CONTRACTOR shall submit
5 a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's review
6 and approval. The Preliminary Implementation Schedule at the time of the execution of the Agreement,
7 included as Exhibit C, shall be the basis for the development of CONTRACTOR's submitted Baseline
8 Implementation Schedule. The Baseline Implementation Schedule shall propose dates by which
9 CONTRACTOR will submit required permits, documents, applications, and design; develop; deliver;
10 install; test, and implement the required System, including all necessary documents in support thereof.
11 Sufficient information shall be shown on the Baseline Implementation Schedule to enable proper control
12 and monitoring of the tasks and subtasks in the Scope of Work and Requirements.

13 4. Upon completion of the Baseline Implementation Schedule by the CONTRACTOR to the
14 satisfaction of AUTHORITY, the AUTHORITY will approve the schedule, and it will thereafter be deemed
15 the Approved Baseline Implementation Schedule and will constitute the schedule for the submittals set
16 forth in Article 6. Paragraph A.1.

17 5. Progress of Work shall be measured against the Approved Baseline Implementation
18 Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase has been
19 completed. Submission of monthly progress updates to the schedule shall not release or relieve
20 CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved
21 Baseline Implementation Schedule.

22 5. Changes to the Approved Baseline Implementation Schedule are only permitted through
23 an amendment to this Agreement. The CONTRACTOR shall clearly label each approved revision to the
24 Approved Baseline Implementation Schedule, pursuant to the requirements of the approved Project
25 Management Plan, which upon approval of the amendment by AUTHORITY shall be deemed
26 incorporated into the Approved Baseline Implementation Schedule.

1 6. CONTRACTOR shall furnish sufficient resources to ensure the performance of the
2 Services in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
3 behind in the performance of the Services as indicated in the Approved Baseline Implementation
4 Schedule, CONTRACTOR shall take such steps as may be necessary to improve its progress.
5 CONTRACTOR shall manage the risks to the Approved Baseline Implementation Schedule to avoid any
6 potential delays or make every effort to work around any potential delays and mitigate the impact of delay.

7 7. CONTRACTOR shall not be held responsible for delays in the Approved Baseline
8 Implementation Schedule due to delays in approvals caused by Force Majeure events as in Article 68 of
9 this Agreement. However, nothing in this section relieves CONTRACTOR of its responsibility to provide
10 complete and accurate Submittals and Deliverables that meet the requirements of the Scope of Work
11 and Requirements. Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the
12 requirements of the Submittal or Deliverable or to address the previous comments provided by
13 AUTHORITY are not Force Majeure events and CONTRACTOR shall be held responsible for all
14 associated delays.

15 8. If comments forms are established in the Project Management Plan to be used for the
16 resolution of questions and issues on a Submittal, the Submittal shall not be considered approved until
17 all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of approval shall
18 be considered a rejection until such time as the comments are fully resolved.

19 B. Guaranteed Completion Dates:

20 In executing this Agreement CONTRACTOR is guaranteeing that the phases of the System will
21 be fully operational by the following specified dates, Guaranteed Completion Dates, subject to any
22 extensions thereof approved by AUTHORITY in accordance with this Agreement.

23 1. The 91 Express Lanes shall be fully operational and shall have achieved Go-Live, as
24 determined by AUTHORITY, within Five-hundred Fifty (550) Calendar Days from NTP1.

25 2. The 405 Express Lanes shall be fully operational and shall have achieved and Go-Live,
26 as determined by AUTHORITY, within Four-hundred (400) Calendar Days from NTP2, and in accordance

1 with the ETTM System Infrastructure Toll Site Set turnover identified in the Scope of Work and
2 Requirements, and the Approved Baseline Implementation Schedule.

3 3. In addition to all other rights and remedies available to AUTHORITY, if CONTRACTOR
4 fails to meet any of the Guaranteed Completion Dates, as such Guaranteed Completion Dates may be
5 extended pursuant to this Agreement, the CONTRACTOR shall be subject to liquidated damages as
6 specified in Article 18, Liquidated Damages/Lane Rental Fees, of this Agreement.

7 C. Delays:

8 1. If at any time CONTRACTOR fails to complete any activity by the completion date in the
9 Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in writing,
10 CONTRACTOR will be required, within seven (7) days of AUTHORITY's request, to submit to
11 AUTHORITY a statement as to how it plans to return to compliance, including a recovery schedule if
12 directed by AUTHORITY.

13 2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its Services
14 back into conformity with the Approved Baseline Implementation Schedule, it shall be considered an
15 Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting
16 CONTRACTOR to proceed under specified conditions required by AUTHORITY and agreed upon by
17 CONTRACTOR.

18 3. No AUTHORITY review or approval of a schedule submitted by CONTRACTOR shall
19 release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely
20 performance of the Services, including the accuracy and completeness of the schedules, or any other
21 duty, obligation or liability imposed on it by this Agreement including the responsibility for completing the
22 Services within the time set forth in this Agreement. AUTHORITY's Approval of a schedule shall not
23 constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete the
24 Services in accordance with the dates contained in said schedule.

25 **ARTICLE 7. START OF WORK**

26 A. Implementation Phases: CONTRACTOR shall not be entitled to any compensation under

1 this Agreement and shall incur no costs or perform any Services, unless and until a Notice to Proceed
2 ("NTP") has been given to CONTRACTOR by AUTHORITY for an Implementation Phase. The
3 Implementation Phase will be performed in two phases. Phase 1 shall consist of design of the 91 Express
4 Lanes and 405 Express Lanes Systems, and Implementation of the 91 Express Lanes System.
5 CONTRACTOR may begin performing Services and incurring costs for Phase 1 upon AUTHORITY's
6 issuance of NTP1. Phase 2 shall consist of the Implementation of the 405 Express Lanes System and
7 shall commence at a date to be determined in accordance with the Approved Baseline Implementation
8 Schedule and shall continue until the Acceptance of the 405 Express Lanes. CONTRACTOR may begin
9 performing Services and incurring costs for Phase 2 upon AUTHORITY's issuance of NTP2.

10 B. Conditions precedent to AUTHORITY issuing NTP1 are CONTRACTOR furnishing the
11 Exhibit E , Performance Bond, Exhibit F , Payment Bond, and certificates of insurance and endorsements
12 thereof as required by this Agreement. CONTRACTOR shall furnish said documents within ten (10)
13 Business Days after notification of award of this Agreement from AUTHORITY. AUTHORITY shall
14 thereafter, issue NTP1.

15 C. Operations and Maintenance Phase: The Operations and Maintenance Phase of the 91
16 Express Lanes shall commence upon Go-Live of the 91 Express Lanes System and shall continue
17 through the end of the Term. The Operations and Maintenance Phase of the 405 Express Lanes shall
18 commence upon Go-Live of the 405 Express Lanes and shall continue through the end of the Term.

19 **ARTICLE 8. MAXIMUM OBLIGATION**

20 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
21 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
22 obligation for CONTRACTOR's profit) for all Services during the Initial Term shall be _____ Dollars
23 (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and
24 includes, but is not limited to, all amounts payable to CONTRACTOR for its subcontracts, leases,
25 materials and costs arising from, or due to termination of, this Agreement and as further set forth in Article
26 9, Payment.

ARTICLE 9. PAYMENT

A. Payment of Maximum Obligation: AUTHORITY shall pay to CONTRACTOR up to the Maximum Obligation amount, for CONTRACTOR's full and complete performance of its obligations under this Agreement on a firm fixed and variable unit price basis in accordance with the following provisions.

B. Payments for Implementation Phase: Payments to the CONTRACTOR for the Implementation Phase will be as indicated in Exhibit D, Price Proposal, and, Payment Schedule, subject to any adjustments allowed pursuant to this Article 9, Payment. Payments for System development, System design, integration and testing, and payments for installation will be made using firm fixed prices for completed and approved Deliverables.

C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis, and where applicable, based on fixed monthly prices for Maintenance and variable unit it prices for image review in accordance with the Price Proposal. Adjustments to these payments may be made for CONTRACTOR performance which falls below required Performance Requirements as further set forth in the Scope of Work and Requirements.

D. Full and Complete Compensation: All Services performed by CONTRACTOR in meeting the requirements of the Agreement shall be paid under one of the above payment methods, which shall constitute full compensation for the Services, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's performance of the Services; (b) the cost of performance of each and every portion of the Services (including all costs of all Services provided by subcontractor(s); (c) the cost of obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other costs of funds associated with the progress payment schedule for the Work as provided herein; and (f) payment of any taxes, duties, permits and other fees and/or royalties imposed with respect to the Services and any Equipment, materials or labor included therein.

E. Schedule of Fixed Payment: The following schedule shall establish the firm fixed payment to

CONTRACTOR by AUTHORITY for each phase set forth in the Scope of Work and Requirements.

<u>Phase</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Implementation Phase for 91 Express Lanes	0.00
2	Implementation Phase for 405 Express Lanes	<u>0.00</u>
Total for Implementation Phase		0.00

F. Schedule of Fixed Price and variable Payment for Maintenance and Operations Phases: the following schedule shall establish the time and expense payment to CONTRACTOR by AUTHORITY for the Operations and Maintenance (O&M) phases set forth in the Scope of Work and Requirements.

<u>Phase</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Operations and Maintenance Phase-Fixed Price for the 405 Express Lanes	0.00
2	Operations and Maintenance Phase-Fixed Price for the 91 Express Lanes	0.00
3	Operations and Maintenance Phase-Variable Costs based on Unit Prices	<u>0.00</u>
Total for Operations and Maintenance Phase		0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES		<u>0.00</u>

G. Invoice Requirements: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR and approved by AUTHORITY and the payment methods as set forth in paragraphs B and C of this Article 9, Payment. Deliverables completed and approved by AUTHORITY shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full payment for any Deliverable until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required under the Deliverable. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's Final Acceptance of CONTRACTOR's work under such Deliverable; Final

1 Acceptance shall occur only when AUTHORITY's release of the retention described in, paragraph H of
2 this Article 9, Payment.

3 H. Retention: As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its
4 obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each
5 invoice submitted for payment by CONTRACTOR. During the Term at its sole discretion, AUTHORITY
6 reserves the right to release all or a portion of the retained amount based on CONTRACTOR's
7 satisfactory completion of certain milestones. CONTRACTOR shall invoice AUTHORITY for the release
8 of the retention in accordance with this Article 9, and Exhibit F, Milestones for Release of Retention. All
9 remaining retained funds shall be released by AUTHORITY and shall be paid to CONTRACTOR within
10 sixty (60) Calendar Days of payment of final invoice, unless AUTHORITY elects to audit
11 CONTRACTOR's records in accordance with Article 44, Audit and Inspection of Records. If AUTHORITY
12 elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) Calendar Days of
13 completion of such audit in an amount reflecting any adjustment required by such audit.

14 I. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
15 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
16 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
17 the monthly progress report specified in paragraph G of this Article, and the Scope of Work and
18 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
19 approval of each invoice. Each invoice shall include the following information:

- 20 1. Agreement No. C-7-1911 ;
- 21 2. The specific phase number for which payment is being requested;
- 22 3. System generated report to validate quantities for the variable unit price items, that
23 segregates those prices for the 91 Express Lanes from those of the 405 Express Lanes;
- 24 4. The time period covered by the invoice;
- 25 5. Total monthly invoice (including project-to-date cumulative invoice amount) and
26 retention for the time period covered by the invoice and cumulative retention held;

6. Monthly Progress Report and updated Approved Baseline Implementation schedule;

7. Weekly certified payroll for personnel subject to prevailing wage requirements, if applicable;

8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subs and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice;

9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

10. Failure to comply with AUTHORITY's Direction: CONTRACTOR shall not be entitled to have any invoices processed or to have any payment made for Services performed if it has failed to comply with any lawful or proper direction from AUTHORITY concerning the Services , following receipt of written notice from AUTHORITY that the Design-builder has failed to comply and that the AUTHORITY will exercise its right to withhold payment of invoices within five (5) Business Days of the date of such notice, unless and until such time as compliance is achieved.

ARTICLE 10. PROMPT PAYMENT OF SUBCONTRACTORS

A. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed under this Agreement, no later than seven (7) Calendar Days from the receipt of each payment CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to pay to subcontractor any retainage withheld by CONTRACTOR, which retainage shall not exceed AUTHORITY's retainage, within thirty (30) Calendar Days after the subcontractor's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement of payment from the above referenced time frames may

occur only for good cause following written approval by AUTHORITY.

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two (2%) percent of the invoice amount due per month for every month that payment is not made.

C. These prompt payment provisions must be incorporated in all subcontract agreements issued by CONTRACTOR under this Agreement.

ARTICLE 11. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation AUTHORITY

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION:

Ms. Reem Hashem

Section Manager III

Phone:

Phone: (714) 560 – 5446

Email:

Email: rhashem@octa.net

ARTICLE 12. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at

all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 13. BONDS

A. All bonds required by this Agreement shall be issued by sureties authorized to do business in the State of California with an A.M Best Rating of A-, Class VIII, or better, or as otherwise approved by AUTHORITY in its sole discretion referred to hereinafter as "Eligible Surety". Notwithstanding any other provision set forth in this Agreement, performance by a surety of any obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this Agreement.

B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Services and obligations under this Agreement, CONTRACTOR shall submit and keep in place until Final Acceptance, a Performance Bond and Payment Bond referred to hereinafter as "Bonds" in the forms, respectively, set forth in Forms J and K, and attached to this Agreement. The Bonds shall each be in the sum of one-hundred (100%) percent of the Total Firm Fixed Price for the Implementation Phases as shown in Sheet 1 of the Price Proposal entitled Project Summary, cell E7, Grand Total Cost. If the Total Firm Fixed Price for the Implementation Phases is increased in connection with an amendment, AUTHORITY may, in its sole discretion, require a corresponding increase in the amount of the Bonds or new Bonds covering the amendment.

C. Upon Final Acceptance of Phase 1 CONTRACTOR may request a reduction in the amount of the Bonds equal to the firm fixed price for Phase 1. Upon Final Acceptance of Phase 2, CONTRACTOR may obtain a release of the remaining Bonds. As a condition of such reduction or release, all claims against such Bonds shall have been fully paid and unconditional releases of all stop notices obtained or if no claims have been filed on the Bonds, the expiration of the applicable statute of limitations.

1 D. An Operations and Maintenance Bond referred to hereinafter as "O&M Bond" shall be
2 required for the 91 Express Lanes in the form of Form L, prior to commencement of Go-Live operations
3 and as a condition of Final Acceptance of Phase 1. As a condition of Final Acceptance of Phase 2, an
4 O&M Bond for the combined Operations and Maintenance Phase for the 91 Express Lanes and the 405
5 Express Lanes shall be required also in the form of Form L. The Implementation Phase Bond for each
6 Phase shall not be released until the O&M Bond for the phase is in place. The initial bonding level for the
7 Operations and Maintenance Phase shall be provided at one-hundred (100%) percent of Year 1 of
8 Operations and Maintenance. For purposes of the Surety Commitment Letter contained in Form H,
9 bonding levels are as shown in Sheet 4 of the Price Proposal entitled Base Contract and Optional
10 Extensions Maintenance Cost Summary, cell K4 (Year 1), Total Annual Roadway and Roadside Support
11 Maintenance Cost, and may be renewed each year at the anniversary date of Final Acceptance for each
12 Phase through the end of the Contract. For subsequent years after the first year, the bonding level for the
13 Operations and Maintenance phase shall be based on the projected costs for that year, in accordance
14 with the Price Proposal. The renewed Operation and Maintenance Bonds shall be submitted to
15 AUTHORITY at least ten (10) Business Days prior to the anniversary date of each Phase. Upon Approval
16 thereof, AUTHORITY will release the prior year's Bonds.

17 E. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
18 the Bond no longer meets the Agreement requirements, CONTRACTOR shall provide a replacement
19 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
20 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
21 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
22 than three days thereafter.

23 F. Additionally, the Performance Bond shall meet the following requirements:

- 24 1. Identify AUTHORITY and Agreement No. C-7-1911 for which the performance
25 bond is provided;
- 26 2. Upon written notice by AUTHORITY that CONTRACTOR has defaulted under this

Agreement, the Eligible Surety will have ten (10) Business Days to make a determination on the claim and to notify AUTHORITY accordingly.

ARTICLE 14. INDEMNIFICATION

A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans, FHWA, the Cities of Costa Mesa, Garden Grove, Fountain Valley, Huntington Beach, Seal Beach and Westminster and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents, Subcontractors or Suppliers in connection with or arising out of the performance of this Agreement. In addition to any other defense and indemnity obligations that CONTRACTOR has assumed under this Agreement, CONTRACTOR shall defend, indemnify and hold harmless the Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse condemnation or any other unlawful entry onto property by CONTRACTOR, its subcontractors, agents or employees. In the event that any damage shall occur to any part of AUTHORITY's toll collection system on account of Equipment, Software or Services provided by CONTRACTOR or its Subcontractors or Suppliers, AUTHORITY shall have the right to cause such damage to be repaired and to charge the expense of such repairs to the CONTRACTOR. Such sum may be deducted from any monies due or to become due to CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

B. Intellectual Property.

1. CONTRACTOR shall be liable and responsible without limitation for any and all claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying of any Equipment or Software in the course of performance or completion of, or in any way connected with, the Services, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the

1 defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising
2 out of or in connection with AUTHORITY's use, pursuant to this Agreement, of the Equipment and
3 Software

4 2. In the event that any Intellectual Property, Equipment or Software employed to
5 provide Services pursuant to this Agreement, or portion thereof, is held to constitute an infringement and
6 its use is or may be enjoined, the CONTRACTOR shall have the obligation at AUTHORITY's option to
7 do one or more of the following:

8 a. Require CONTRACTOR to, at its own expense, supply, temporarily or
9 permanently, replacement the Intellectual Property, Equipment or Software of similar quality and function
10 which is not subject to such an infringement or injunction;

11 b. Require CONTRACTOR to, at its own expense, remove all such Intellectual
12 Property, Equipment and Software and refund to AUTHORITY the cost thereof or equitably adjust
13 compensation;

14 c. Take such steps as is necessary to ensure compliance by AUTHORITY with such
15 injunction;

16 d. modify, or require that the applicable Subcontractor or Supplier modify, the alleged
17 infringing Intellectual Property at its own expense, without impairing in any respect the functionality or
18 performance thereof that is non-infringing; and/or

19 e. procure for AUTHORITY, at CONTRACTOR's expense, the rights provided under
20 this Agreement to use the infringing Intellectual Property, Equipment or Software.

21 f. The options set forth herein are in addition to any other rights AUTHORITY may
22 have in law and equity.

23 3. CONTRACTOR shall be solely responsible for determining and informing
24 AUTHORITY whether a prospective Supplier or Subcontractor is a party to any litigation involving
25 Intellectual Property infringement or misappropriation or any injunction related to thereto, or arising out of
26 any Intellectual Property, Equipment and/or Software provided hereunder. The CONTRACTOR shall

1 enter into agreements with all Suppliers and Subcontractors at its own risk. AUTHORITY may reject any
2 Intellectual Property, Equipment or Software, which it believes to be the subject of any such litigation or
3 injunction, or if, in AUTHORITY's judgment, use thereof does not meet the objectives of Services, restricts
4 or impairs AUTHORITY's rights in any Intellectual Property, or be unlawful.

5 **ARTICLE 15. INSURANCE**

6 A. CONTRACTOR shall procure and maintain insurance coverage during the Term
7 of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.
8 CONTRACTOR shall provide the following insurance coverage:

9 1. Commercial General Liability, to include Products/Completed Operations, Independent
10 CONTRACTORS', Contractual Liability, and Personal Injury, and Property Damage with a minimum limit of
11 \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate.

12 2. Automobile Liability to include owned, hired and non-owned autos with a minimum
13 combined single limit of \$1,000,000.00;

14 3. Workers' Compensation with limits as required by the State of California including a
15 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;

16 4. Employers' Liability with minimum limits of \$1,000,000.00;

17 5. Professional Liability with minimum limits of \$2,000,000.00 per claim. The
18 CONTRACTOR shall maintain professional liability coverage for a minimum of three (3) years after
19 expiration of the Term or other termination of this Agreement;

20 6. Completed Products coverage in the amount of \$2,000,000, if storage option is required;

21 7. Commercial Crime with limits no less than \$5,000,000; and

22 8. Security and Privacy Liability with minimum limits of \$5,000,000.

23 9. Technology Errors & Omissions- The CONTRACTOR shall maintain technology errors &
24 omissions liability (or technology professional liability coverage) insurance, covering liability for all
25 professional products and services performed, including liabilities arising from acts, errors or omissions
26 in rendering computer or information technology services including 1) systems analysis 2) systems

programming 3) data processing 4) systems integration 5) outsourcing development and design 6) systems design, consulting, development and modification 7) training services relating to computer Software or Hardware 8) management, repair and Maintenance of computer products, networks and systems 9) marketing, selling, servicing, distributing, installing and maintaining computer Hardware or Software 10) data entry, modification, verification, Maintenance, storage, retrieval or preparation of data output with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for Software copyright liability and contractual liability. Such Technology E&O insurance coverage may be met through or combined with the Professional Liability Insurance referenced in paragraph 5 above, however, if combined then the coverage requirement for Technology E & O insurance shall be equal or greater than the combined aggregate.

10. Cyber Liability Insurance. The CONTRACTOR shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from 1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible 2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code 3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data 4) denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system 5) loss of service for which the insured is responsible that results in the inability of a third-party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities 6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress

1 and mental anguish). Such Cyber Liability insurance coverage may be met through or combined with the
2 Professional Liability Insurance coverage referenced in Item 5. above; however, if combined then the
3 coverage requirement for Cyber Liability insurance shall be equal or greater than the combined
4 aggregate.

5 B. Proof of such coverage, in the form of a certificate of insurance, a copy of the
6 insurance policy and/or an insurance company issued policy endorsement shall be provided to
7 AUTHORITY. Proof of insurance coverage must be received by AUTHORITY within ten (10) Calendar
8 Days from the effective date of this Agreement and endorsements evidencing the requirements for
9 additional insureds. Such insurance shall be primary and non-contributory to any insurance or self-
10 insurance maintained by AUTHORITY. AUTHORITY reserves the right to request certified copies of all
11 related insurance policies.

12 C. CONTRACTOR shall include on the face of the Certificate of Insurance the
13 Agreement Number and OCTA's Contract Administrator's Name, Reem Hashem, Principal Contracts
14 Administrator.

15 D. AUTHORITY, Its officers, directors, employees and agents must be named as
16 additional insured on Commercial General Liability and Automobile Liability Certificates and on the
17 insurance policy endorsement with respect to performance hereunder.

18 E. CONTRACTOR shall also include in each subcontract the stipulation that
19 subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as
20 provided in this Agreement and name the Indemnitees as additional insureds, if CONTRACTOR's
21 insurance does not cover Subcontractors acts or omissions.

22 F. CONTRACTOR shall be required to immediately notify AUTHORITY of any
23 modifications or cancellation of any required insurance policies.

24 G. CONTRACTOR shall at all times during the Term of this Agreement maintain
25 insurance in such form as is satisfactory to AUTHORITY, and will furnish AUTHORITY with continuing
26 evidence of insurance as provided below. All insurance policies shall be issued by companies licensed

1 to do business in the State of California, with an A.M. Best Rating of A-, Class VII, or better, or as
2 otherwise approved by AUTHORITY. CONTRACTOR shall at all times comply with the terms of such
3 insurance policies, and all requirements of the insurer under any such insurance policies, except as they
4 may conflict with existing California laws or this Agreement.

5 H. CONTRACTOR shall provide AUTHORITY with certificates showing the required
6 coverage to be in effect and a copy of the insurance policy or endorsements evidencing the requirements
7 for the additional insureds. Such policies shall provide that the insurance shall not be materially modified
8 or cancelled except upon thirty (30) days prior written notice to AUTHORITY. Copies of all insurance
9 policies and endorsements shall be provided to AUTHORITY upon request.

10 I. AUTHORITY reserves the right to review all insurance coverage and amounts of
11 insurance coverage on an annual basis and to require the CONTRACTOR to adjust the insurance
12 coverage and amounts of insurance coverage based on industry standards for contracts of this size and
13 type. CONTRACTOR shall timely pay all premiums and deductibles when due for all insurance coverage
14 required herein. The above insurance shall not contain a self-insurance retention (SIRs) unless approved
15 by AUTHORITY.

16 J. Pertaining to the above paragraphs regarding professional liability, technology
17 errors and omissions, and cyber liability insurance, if coverage is written on a claims made basis, such
18 insurance shall be maintained in force at all times during the Term and for a period of three (3) years
19 thereafter for Services completed during the Term. Additionally, if a sub-limit applies to any elements of
20 coverage, the policy endorsement evidencing the coverage above must specify the coverage section and
21 the amount of the sub-limit.

22 K. Providing and maintaining adequate insurance coverage described herein is a
23 material obligation of the CONTRACTOR and is of the essence for this Contract. The limits of coverage
24 under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the
25 CONTRACTOR's liability and obligations under the Contract.

26 L. Subcontractors' Insurance. The CONTRACTOR shall either require each Subcontractor

to obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business Automobile Liability and Professional Liability coverage similar to those required above in this section for the CONTRACTOR, or any other coverage deemed necessary to the successful performance of the Agreement, or cover Subcontractors under the CONTRACTOR's policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract. The CONTRACTOR shall have responsibility to enforce Subcontractor compliance with these or similar insurance requirements; provided the CONTRACTOR shall upon AUTHORITY's request provide acceptable evidence of insurance for any subcontractor. The CONTRACTOR shall assume all reasonability for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the Services, including but not limited to the negligence or failure of its Subcontractors (as well as CONTRACTOR's employees) to comply with this Agreement.

ARTICLE 16. CHANGES/EXTRA WORK

A. By written notice or order, AUTHORITY may, from time to time, order work suspension, add work ("Extra Work"), and/or make changes in the general scope of this Agreement hereinafter these three terms together are referred to as "Changes" including, but not limited to, the Services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work.

B. Any such Changes shall result in the issuance of an amendment signed by both AUTHORITY and the CONTRACTOR. No Extra Work shall be compensated or time extensions therefore permitted, except pursuant to an Amendment.

C. If any such Changes cause an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof of any possible adjustment to price and/or schedule, within ten (10) Calendar Days after the Change is ordered. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the requested Change.

D. In determining additional compensation to be paid for Change, the Parties shall use the labor and equipment costs and rates included in the Price Proposal for labor and material in preparing

the amendment, including the Price Proposal's labor rates for additional Services rates. Contractor is required to use the overhead and profit rate identified in the Price Proposal's Sheet 6, cell C2. For Change not covered or anticipated in the Price Proposal, a catalog or market price of a commercial product sold in substantial quantities shall be used as the basis for costs.

E. If the cost of Change cannot be established on this basis or on the basis of prices set by the Agreement, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including information on labor and materials costs and other direct costs. If agreement cannot be reached, compensation for the Change shall not exceed the sum of the following amounts and such amounts only: i) the actual net cost in money of the labor (including premiums for workers' compensation insurance, taxes, vacation allowances and union dues and assessments required to be paid by the employer on the basis of such labor costs) and material required for such Change; and ii) a markup amount (for Extra Work only) equal to the lesser of overhead and profit provided in the Price Proposal on Sheet 6, cell C2 or ten (10%) percent of the amount of Change. No Change shall be performed by a Subcontractor without the approval of AUTHORITY.

F. CONTRACTOR agrees that it will accept as full compensation for Change, a price mutually agreed upon in writing, via an Amendment, by the AUTHORITY AND CONTRACTOR, or Work Directive as set forth in paragraph G.

G. If the CONTRACTOR disagrees with the amount of compensation or time extension provided in the Amendment or Work Directive, the CONTRACTOR shall submit a written dispute to AUTHORITY within fifteen (15) Calendar Days after the receipt of the Amendment or Work Directive. Notwithstanding CONTRACTOR'S disagreement, CONTRACTOR shall proceed diligently with performance if directed by AUTHORITY. The dispute shall state the points of disagreement and, if possible, the contract specification references, quantities and costs involved. If a written dispute is not submitted within the above period, payment will be made as set forth in the Amendment or Work Directive and such payment shall constitute full compensation for all work included therein or required thereby. Such undisputed approved amendment or work directive will be considered as executed

contract amendments.

H. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction, instruction, interpretation or determination from any source other than AUTHORITY that may lead to or cause change in the work. Such written notification shall be given to AUTHORITY and Authority shall approve before CONTRACTOR acts on said direction, instruction, interpretation or determination.

ARTICLE 17. DISPUTES

A. All claims and other disputes between CONTRACTOR and AUTHORITY arising under this Agreement, shall be resolved in accordance with this Article 17, Disputes, except those matters referenced in Article 17 paragraph H below. All disputes shall be decided in accordance with this Agreement and general principles of State law. Questions of fact and law may be considered in this dispute process; providing that nothing in this Agreement shall be construed as making the final decision of any AUTHORITY official on a question of law. The Parties shall diligently cooperate with one another and with the person(s) appointed to resolve the dispute, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

B. Upon commencement of the dispute resolution process, the Parties shall first attempt to resolve the dispute between AUTHORITY's Project Manager and CONTRACTOR's Project Manager. Those two Parties shall meet in good faith within five (5) Business Days after the date that the written request for dispute resolution is submitted, and attempt to resolve it. There shall be at least one meeting to attempt project level resolution. The project level negotiation may be continued upon the agreement of all Parties. If the AUTHORITY's and CONTRACTOR's Project Managers are able to resolve the dispute, the resolution shall be set forth in writing. If such resolution results in a Change, an Amendment shall be executed pursuant to Article 16, Changes/Extra Work. If the dispute cannot be resolved the dispute at the meeting or any continuance thereof, the dispute shall be submitted to AUTHORITY's Director of Contracts Administration and Materials Management (Camm) within ten (10) Business Days, of such meeting or continuance thereof.

C. The Parties shall each submit the following written information to the Director of Camm:

1 (a) an explanation of the nature of the dispute; (b) the Party's position; (c) the dollar amount and/or
2 schedule impact of the dispute; and (d) any supporting documents the Party believes will aid the Director
3 of CAMM in arriving at a decision. The Director of CAMM will issue a written decision within ten (10)
4 Business Days; provided that if no written decision is submitted within that time, or any agreed upon
5 extension thereof, the AUTHORITY will have been deemed to have denied CONTRACTOR's position.
6 The decision of the Director of CAMM shall be the final and conclusive administrative decision of the
7 AUTHORITY.

8 D. If a dispute arises which must be resolved expeditiously in order to prevent serious
9 damage to revenues, person or property, or serious interference with Project Schedule, both Parties shall
10 make every effort to resolve such dispute immediately. If such dispute cannot be resolved immediately,
11 AUTHORITY will issue a Work Directive, in accordance with Article 16, Changes/Extra Work, and
12 CONTRACTOR shall expeditiously proceed with Work Directive. Once the urgent aspects of the dispute
13 have been resolved, the Parties may continue with the remaining procedures for dispute resolution, in
14 accordance with this Article, if necessary and to the extent applicable.

15 E. Nothing in this Agreement, however, shall be construed as making final the decision of
16 any AUTHORITY official or representative on a question of law, which questions shall be settled in
17 accordance with the laws of the State of California.

18 F. If all other means of dispute resolution set forth above are not successful, either Party
19 may commence an action in Orange County Superior Court or upon terms agreed to by both Parties,
20 elect mediation or arbitration. CONTRACTOR shall as a condition precedent to commencing an action
21 in Orange County Superior Court file a claim pursuant to the Government Claims Act, Government
22 Code sections 900 et seq. For purposes of the claims filing requirement, the running of the time period
23 in which a claim must be filed shall be suspended until the AUTHORITY's final administrative decision
24 by the Director of CAMM.

25 G. Notwithstanding the foregoing, in the event there is a dispute as among AUTHORITY,
26 CONTRACTOR and the Design-Build Contractor which is subject to the dispute resolution process set

1 forth in Section 19 of the Design-Build Contract, CONTRACTOR agrees to fully participate and be bound
2 by such dispute resolution process. Further, CONTRACTOR shall take such actions to join any third
3 parties or Subcontractors which may be necessary as participants in the dispute resolution process set
4 forth in this Article 17, Disputes.

5 H. The dispute resolution procedures set forth in this Article shall not apply to the following:

- 6 1. Any matters that the Agreement Documents expressly state are final, binding
7 or not subject to dispute resolution;
- 8 2. Any claim or dispute that does not arise under the Agreement;
- 9 3. Disputes regarding compliance with Governmental Rules, liability or
10 indemnification;
- 11 4. Any claim for injunctive relief;
- 12 5. Any claim against an insurance company, including any subcontractor dispute
13 that is covered by insurance;
- 14 6. Disputes regarding matters under the jurisdiction of Cal-OSHA;
- 15 7. Issues regarding DBE participation;
- 16 8. Any claim or dispute that is the subject of litigation in a lawsuit filed in court to
17 which the procedures established in this Article do not apply, including any effort to interplead a party
18 into such a lawsuit in order to make the procedures established in this Article applicable;
- 19 9. Any claim for, or dispute based on, remedies expressly created by statute;
- 20 10. Any dispute that is actionable only against a Surety; and
- 21 11. Any claim arising from this Agreement to which a third party is a necessary party
22 and has not agreed to participate in the process; provided that the Parties shall nevertheless proceed
23 with resolution of disputes in accordance with this Article to the maximum extent possible.

24 **ARTICLE 18. LIQUIDATED DAMAGES/LANE RENTAL FEES**

25 A. If CONTRACTOR fails to complete the Services by the Guaranteed Completion Dates or
26 any authorized extension thereof, in accordance with the Agreement Documents, timely coordinate with

the Design-Build Contractor or provide Key Personnel, the actual damage to AUTHORITY for delays, untimeliness and provision of Key Personnel will be difficult or impossible to determine. Therefore, the Parties have agreed to stipulate to the amount payable to the AUTHORITY as liquidated damages in order to fix and limit CONTRACTOR's costs and to avoid later disputes over what amount of damages are proper. The Parties agree that the amount of liquidated damages are reasonable in light of the anticipated or actual damage to the AUTHORITY caused by the potential significant loss of toll revenue, additional costs associated with the delay in delivery of the System, the public's inability to use the System and resulting traffic congestion, the difficulties of proving losses and the infeasibility of obtaining an adequate remedy. Liquidated damages shall be assessed as follows:

B. System Implementation Delays:

In the event that CONTRACTOR has not completed the Services required for Implementation of the 91 Express Lanes System or the 405 Express Lanes System and achieved Go-Live by the Guaranteed Completion Dates, CONTRACTOR shall be assessed liquidated damages in the following amounts:

1. For 91 Express Lanes: \$7,500 per Calendar Day, but not to exceed 60 days or \$450,000.
2. For 405 Express Lanes: \$45,000 per Calendar Day, but not to exceed 60 days or \$2,700,000.

C. Timely Design Input to Design Build Contractor:

CONTRACTOR shall be responsible for submission of the complete ETTM System Infrastructure Design Document for the 405 Express Lanes to the AUTHORITY and the Design Build Contractor, within ninety (90) Calendar Days of NTP1. Such input shall be as further set forth in the Scope of Work. For failure to provide such design inputs to the Design Build Contractor per the Scope of Work and Requirements, and Approved Baseline Implementation Schedule, liquidated damages of \$2,500 per day shall be assessed.

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D. Key Personnel:

CONTRACTOR acknowledges that the award of this Agreement by AUTHORITY was based in significant part on the qualifications and experience of the Key Personnel listed in CONTRACTOR's Proposal and CONTRACTOR representation that they would be available to perform the Services. In the event that the CONTRACTOR Project Manager becomes unavailable to perform the Services, AUTHORITY may, in its sole discretion, assess CONTRACTOR liquidated damages in the amount of \$20,000, per occurrence. In the event other Key Personnel become unavailable for the performance of duties as required in the Scope of Work and Requirements or if CONTRACTOR elects to not appoint qualified Key Personnel to a Key Personnel position in the event of a vacancy, for each event of unavailability or unfilled vacancy that extends beyond twenty (20) Calendar Days, at the Authority's discretion, liquidated damages in the amount of \$1,000 per day shall be assessed, not to exceed \$15,000, per position, per occurrence.

E. Failure to Meet Performance Standards:

Performance Requirements establish a minimum level of service for Maintenance and Software Support Services. Failure to meet such Performance Requirements shall result in the assessment of liquidated damages in the form of fee adjustments as set forth in the Scope of Work and Requirements. These adjustments shall result in a reduction of the amount of the monthly fee AUTHORITY would otherwise pay to CONTRACTOR for the Services. Standard reports shall be developed by CONTRACTOR to measure whether the performance standards have been met. These reports' format and content shall be approved during the Design and generated by the System and shall be run on a scheduled basis by the CONTRACTOR and provided to AUTHORITY on a monthly basis, unless another frequency is otherwise specified in the Scope of Work and Requirements.

F. AUTHORITY may deduct liquidated damages from any monies due or that may become due to CONTRACTOR under the Agreement. AUTHORITY is not obligated, however, to make such a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated damages owing, CONTRACTOR or CONTRACTOR's surety shall pay to AUTHORITY any deficiency

within thirty (30) Calendar Days after Final Acceptance of each system to which the liquidated damages apply or termination of this Agreement. All liquidated damages are separate and cumulative.

G. Lane Rental Fees:

1. Lane Rental Fees shall be charged to the CONTRACTOR during the Implementation Phase and Operations and Maintenance Phase, in the event that the CONTRACTOR fails to reopen a toll lane or lanes of traffic within the allowable lane closure time limits and the lanes remain closed during a time period in which a lane closure is not allowed. Allowable lane closure time limits are defined in the Scope of Work and Requirements with regard to daily, weekend and Holiday period closures for the CONTRACTOR's use and occupancy in order to perform Contract Work. During the allowable lane closure time limits, AUTHORITY will not assess Lane Rental Fees.

2. The chargeable Lane Rental Fee rate for the 91 Express Lanes project is \$10,000 per 10 minutes, and for the 405 project the rate is in accordance with the table below:

Lane Rental Charges for Lane Closures for 405 Express Lanes

Type of Facility	Route or Segment	Period	Damages / Interval (\$)
Mainline	405/SB and 405/ NB	1 st half hour	\$5,000 / 10 minutes
		2 nd half hour	\$7,000 / 10 minutes
		2 nd hour and beyond	\$10,000 / 10 minutes
Connector	405-22 Connectors	1 st half hour	\$3,000 / 10 minutes
	405-605 Connectors	2 nd half hour	\$5,000 / 10 minutes
		2 nd hour and beyond	\$10,000 / 10 minutes

H. The failure of AUTHORITY to assess any liquidated damages authorized under this Article or to impose lane rental fees shall not constitute a waiver of AUTHORITY's right to assess such adjustments or liquidated damages at a future date.

ARTICLE 19. ACTUAL DAMAGES

A. During the Operations and Maintenance Phase, CONTRACTOR shall reimburse AUTHORITY for lost revenue not otherwise addressed in Article 18, Liquidated Damages/Lane Rental Fees, which AUTHORITY or CONTRACTOR identifies as having been lost due to the fault of the

CONTRACTOR. Lost revenue includes, but is not limited to, such events as lost transactions, lost images, lost data, revenue lost due to data security breach, and transactions that are not able to be collected due to delays in transaction processing. Such actual damages shall be calculated based on a determination of a comparable period made by AUTHORITY, acting reasonably, and shall consider the day, month, time of day, location, season, whether the day is a weekday, weekend or holiday, and such other factors as AUTHORITY deems reasonable. If actual traffic data is available for the relevant time period in the affected express lanes, such data will be considered in the calculation as applicable. If AUTHORITY does not have actual traffic data or operating history data from a comparable period, Actual Damages shall be determined by reference to the available traffic and revenue study estimates for the period of time in question. AUTHORITY may choose, in its sole discretion, to recover such lost revenue from the CONTRACTOR by deducting such amounts from payments otherwise due and owing from AUTHORITY to the CONTRACTOR.

B. CONTRACTOR shall be responsible for all additional costs associated with any data or security breach associated with CONTRACTOR's provision of Services during the Operations and Maintenance Phase, including but not limited to, improper handling of these transactions, special mailings notifying customers of a mistake in their monthly statements due to inaccurate reporting of information by CONTRACTOR and providing credit monitoring services to customers.

ARTICLE 20. RISK OF LOSS

A. CONTRACTOR shall bear all risk of damage or loss to the System except for damage and loss caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure.

B. In the case of damage or loss that AUTHORITY agrees was caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure, CONTRACTOR shall promptly replace the damaged or lost portions of the System at CONTRACTOR's cost after such cost is pre-approved by AUTHORITY, and submit the amount(s) thus expended to AUTHORITY for reimbursement as a clearly identified, separate item on its next invoice to AUTHORITY.

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ARTICLE 21. DEFAULT

A. Event of Default:

1. An "Event of Default" shall mean a material breach of this Agreement by the CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances referred to elsewhere in this Agreement as a breach, an Event of Default shall include the following:

a. CONTRACTOR fails to timely remit or credit revenues due AUTHORITY pursuant to this Agreement;

b. CONTRACTOR fails to timely deliver and/or maintain Deliverables to AUTHORITY, which Deliverables include, but are not limited to, all insurance, bonds or other performance security required by this Agreement or to maintain in force and effect any such insurance, bonds or performance security;

c. CONTRACTOR fails to promptly perform the Services following AUTHORITY's issuance of a Notice to Proceed; to diligently perform the Services in accordance with the Approved Baseline Implementation Schedule; suspends or otherwise ceases to perform the Services (excepting therefrom excused suspensions directed by AUTHORITY or due to force majeure); or promptly resume performance of the Services which have been suspended as directed by AUTHORITY;

d. CONTRACTOR fails to perform the Services in accordance with this Agreement, including, but not limited to, the Requirements;

e. CONTRACTOR fails to supply enough properly skilled workers or proper materials to perform the Services required under this Agreement;

f. CONTRACTOR fails to make prompt payment to Subcontractors or Suppliers in accordance with this Agreement absent a valid dispute as between the CONTRACTOR and its Subcontractors or Suppliers;

g. CONTRACTOR fails to make any payment due AUTHORITY under this Agreement, including but not limited to, liquidated damages;

h. CONTRACTOR commences any suit or any suit is commenced against

1 CONTRACTOR, under any bankruptcy, insolvency or similar law to liquidate, reorganize or dissolve
2 CONTRACTOR, or which seeks the appointment of a receiver, trustee, custodian or other similar official
3 to attach, execute or such similar process for any substantial part of CONTRACTOR's assets; or
4 CONTRACTOR assigns the proceeds received from this Agreement for the benefit of its creditors, or it
5 has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's property
6 or affairs have been put in the hands of a receiver; or any of the foregoing events occurs with respect to
7 any Surety, which Surety is not promptly replaced by CONTRACTOR;

8 i. CONTRACTOR fails to obtain the approval of AUTHORITY where required by this
9 Agreement;

10 j. CONTRACTOR fails to provide adequate assurances as required under
11 paragraph 2. below;

12 k. CONTRACTOR has failed in the representation of any warranties stated herein;

13 l. Any person authorized to act on CONTRACTOR's behalf makes a statement to
14 any person authorized to act on AUTHORITY's behalf, indicating that CONTRACTOR cannot or will not
15 perform any one or more of its obligations under this Agreement;

16 m. CONTRACTOR has a pattern of repeated failures to provide the Services and
17 meet the SOW and Requirements of this Agreement.

18 n. CONTRACTOR fails to remedy Pervasive Defects;

19 o. the suspension or revocation of any license, permit, or registration necessary for
20 the performance of the Contractor's obligations under this Agreement; or

21 2. When, in the opinion of AUTHORITY, reasonable grounds for uncertainty exist
22 with respect to the CONTRACTOR's ability to perform the Services or any portion thereof, AUTHORITY
23 may request that the CONTRACTOR, within the time frame set forth in AUTHORITY's request, provide
24 adequate assurances to AUTHORITY, in writing, of CONTRACTOR's ability to perform in accordance
25 with terms of this Agreement. Until AUTHORITY receives such assurances, AUTHORITY may suspend
26 all payments to CONTRACTOR. In the event that CONTRACTOR fails to provide to AUTHORITY the

requested assurances within the prescribed time frame, AUTHORITY may:

- a. treat such failure as a material breach of this Agreement;
- b. resort to any remedy for breach provided herein or at law or equity, including, but not limited to, taking over the performance of the Services or any part thereof either by itself or through others;
- c. remove all technical documentation deposited with the escrow agent set forth in Attachment 1 to Form I, Escrow Agreement, with the purpose of competitively procuring any equipment or software or providing any Services based on such documentation; and
- d. terminate CONTRACTOR's performance hereunder.

3. The enumeration in this Article or elsewhere in this Agreement of specific rights or remedies of AUTHORITY shall not be deemed to limit any rights or remedies which AUTHORITY would have in the absence of such enumeration and no exercise by AUTHORITY of any right or remedy shall operate as a waiver of any other of AUTHORITY's rights or remedies not inconsistent therewith or to stop AUTHORITY from exercising such other rights or remedies.

B. Notice of Default - Chance to Cure:

If, in the determination of AUTHORITY, an Event of Default has occurred, AUTHORITY will notify CONTRACTOR by delivery of a notice hereinafter referred to as "Default Notice" specifying the basis for such default, and advising the CONTRACTOR that such default must be cured as set forth therein or this Agreement may be terminated. AUTHORITY shall allow the CONTRACTOR to cure the default to AUTHORITY's reasonable satisfaction within fifteen (15) Calendar Days, or such shorter time if the Event of Default requires it; provided that AUTHORITY is not required to issue a Default Notice if an Event of Default which by nature cannot be cured. Failure to provide a Default Notice shall not preclude AUTHORITY from exercising other available remedies short of termination. AUTHORITY may grant an additional period to cure of such duration as AUTHORITY shall deem appropriate without waiver of any of AUTHORITY's rights hereunder, so long as the CONTRACTOR has commenced curing such default and is effectuating a cure with diligence and continuity during

such fifteen (15) Calendar Day period or any other period which AUTHORITY prescribes. The Default Notice shall specify the date the CONTRACTOR is to discontinue all Services, the "Termination Date", in the event CONTRACTOR does not promptly effect a cure, and the CONTRACTOR shall thereafter discontinue the Services upon the Termination Date.

C. Remedies in the Event of Default:

1. If CONTRACTOR does not cure the Event of Default within the time prescribed or the Event of Default is not subject to cure, AUTHORITY may declare an Event of Default, which shall be in writing and provided to CONTRACTOR. In addition to all other rights and remedies under this Agreement and/or the bonds, AUTHORITY shall, upon declaration of an Event of Default, have the right to terminate this Agreement and/or perform or cause to be performed the Services or any portion thereof, which are required of CONTRACTOR. In exercising such rights, AUTHORITY may immediately take possession of, and CONTRACTOR shall deliver, all applicable equipment, software and data, and facilities that house such items as AUTHORITY may direct. AUTHORITY shall also have the right to complete the Services with CONTRACTOR's Subcontractors and CONTRACTOR shall assign such subcontracts as AUTHORITY directs. AUTHORITY, as part of its right to complete the Services, may take possession of and use, and CONTRACTOR shall be required to deliver to AUTHORITY, any or all of the materials, plants, tools, equipment, supplies and property of every kind, provided, purchased, maintained, leased, owned, or rented by CONTRACTOR, including but not limited to all technical specifications, drawings, source code, and object code placed into escrow; make available such escrowed materials to third parties; third party licenses and Software, and/or procure other materials, plant, tools, equipment, and supplies. AUTHORITY may charge CONTRACTOR and the CONTRACTOR shall be liable to AUTHORITY for the expense of said labor, materials, plant, tools, equipment, supplies and property.

2. If AUTHORITY declares an Event of Default, CONTRACTOR shall be liable for those damages provided herein resulting from the default, including but not limited to:

a. losses as defined in Risk of Loss;

1 b. the difference between the actual costs incurred by AUTHORITY in completing
2 the Services and the compensation AUTHORITY would otherwise have paid CONTRACTOR under
3 this Agreement for completing such Services;

4 c. Liquidated damages, actual damages and lane rental fees

5 The CONTRACTOR shall remain liable for any other liabilities and claims related to
6 CONTRACTOR's default. All damages and costs may be deducted and paid out of any monies due
7 from AUTHORITY to CONTRACTOR.

8 D. If an Event of Default occurs, CONTRACTOR and any Surety shall be jointly and
9 severally liable to AUTHORITY for all losses and damages incurred by AUTHORITY or any party
10 acting on AUTHORITY's behalf in completing the Services. Upon the occurrence of an Event of
11 Default and for so long as it occurs, AUTHORITY may withhold all of any portion of further payments
12 to CONTRACTOR until the date that AUTHORITY accepts the Project as complete at which time
13 AUTHORITY will determine if CONTRACTOR is entitled to any further payments. AUTHORITY will
14 deduct, from any moneys due or which become due CONTRACTOR or its surety, all costs and
15 charges incurred by AUTHORITY, including attorneys, accountants and expert witness fees and costs.
16 If AUTHORITY's losses or damages exceed payments owing CONTRACTOR, then the
17 CONTRACTOR and its Surety shall be liable and pay such amount to AUTHORITY within ten (10)
18 Calendar Days of AUTHORITY's written demand. If CONTRACTOR or its Surety fail to pay such
19 demand within such timeframe, AUTHORITY may collect interest thereon at the lessor of 10% per
20 annum or the maximum rate allowed under State law from the date of the written demand.

21 E. In the event that it is later determined that the Agreement was terminated upon grounds
22 which did not justify a termination for Event of Default, such termination shall be deemed a termination
23 for convenience pursuant to Article 22, Termination for Convenience.

24 F. Performance by Surety: Upon receipt of a demand from AUTHORITY requiring Surety to
25 complete the Services, Surety shall diligently and promptly take charge of the Services and complete this
26 Agreement pursuant to its terms at its own expense, receiving the balance of the funds due

CONTRACTOR, minus any permissible deductions under this Agreement. In the event AUTHORITY undertakes to complete the Services with its own forces or by way of contract, all costs incurred by AUTHORITY shall be deducted from the amounts due or may become due to CONTRACTOR. If such expense exceeds the sum payable under this Agreement, then CONTRACTOR and Surety shall be jointly and severally liable for the amount of the excess expense up to the amount of the Performance Bond in existence at the time this Agreement is terminated.

ARTICLE 22. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 11, Notices, herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

ARTICLE 23. SYSTEM AND FINAL ACCEPTANCE

A. System Acceptance of Implementation Phase:

1. The phases of the Project are set forth in Article 6, Time and Schedule.
2. AUTHORITY, in its sole discretion, may grant System Acceptance of an Implementation Phase if it deems that the Services on the applicable Implementation Phase are substantially complete, and the following conditions have been met:

- a. CONTRACTOR has passed the Commissioning test, and Go-Live has been

approved, as is set forth in the Scope of Work and Requirements;

b. CONTRACTOR, in AUTHORITY's sole determination, has substantially passed and has been given conditional approval of the System Acceptance test; and

c. CONTRACTOR has completed all punch list items and provided proof to AUTHORITY's satisfaction thereof.

3. AUTHORITY shall issue a written Notice of System Acceptance for the applicable Implementation Phase upon satisfaction of the conditions listed above in items 2a through 2c. The occurrence of System Acceptance shall not relieve CONTRACTOR of any of its continuing obligations hereunder.

B. Final Acceptance of Implementation Phase

Final Acceptance of an Implementation Phase shall be deemed to have occurred when all of the following conditions have been met:

1. CONTRACTOR has provided a Final Acceptance letter certification to close out the Implementation Phase. The certification shall include but not be limited to: total costs associated with the Implementation Phase, date of work completion for that phase and any additional required information contained in items 2 through 8 below:

2. Successful completion and approval of the Acceptance Test(s), by AUTHORITY, as set forth in the Scope of Work and Requirements;

3. Delivery by CONTRACTOR and approval by AUTHORITY of all Deliverables, including As-Built Documentation/Drawings, as defined in the Scope of Work;

4. Any and all punch list items have been satisfactorily completed and approved by AUTHORITY;

5. An affidavit has been delivered to AUTHORITY signed by the CONTRACTOR, stating all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

6. All CONTRACTOR claims for the Implementation Phase are deemed to be resolved

1 by AUTHORITY, and the CONTRACTOR has submitted a statement that no such requests or disputes
2 will be applied for; any and all claims under this Agreement are resolved, and that no such claims will be
3 made;

4 7. All of CONTRACTOR's other obligations under the Implementation Phase shall have
5 been satisfied in full or waived in writing by AUTHORITY; and

6 8. AUTHORITY shall have delivered to the CONTRACTOR a Notice of Final Acceptance
7 for the phase.

8 C. Final Acceptance of Operations and Maintenance Phase

9 Final Acceptance of the Operation and Maintenance Phase shall be deemed to have occurred
10 when all of the following conditions have been met:

11 1. The CONTRACTOR shall provide a Final Acceptance letter certification to close out
12 the Operations and Maintenance Phase. The certification shall include but not be limited to: total costs
13 associated with the phase, date of phase completion and any additional required information contained
14 in items 2 through 7 below:

15 2. Delivery by the CONTRACTOR and approval by AUTHORITY of all Deliverables,
16 including As-Built Documentation/Drawings, as defined in the Scope of Work and Requirements;

17 3. The CONTRACTOR has met all transition and succession requirements pursuant to
18 the Scope of Work and Requirements;

19 4. Any and all punch list and action items have been satisfactorily completed and
20 approved by AUTHORITY;

21 5. An affidavit has been delivered to AUTHORITY signed by CONTRACTOR, stating all
22 debts and claims of Suppliers and Subcontractors have been paid and/or settled;

23 6. All CONTRACTOR claims for the phase are deemed to be resolved by AUTHORITY,
24 and CONTRACTOR has submitted a statement that no such requests or disputes will be applied for; any
25 and all claims under this Agreement are resolved, and that no such claims will be made;

26 7. The CONTRACTOR shall provide AUTHORITY with all required materials, fixtures,

1 furnishings, Equipment and Software; documentation and manuals, either owned by or licensed to
2 AUTHORITY, pursuant to this Agreement. All such materials have been verified by AUTHORITY to be
3 in good working order;

4 8. All of CONTRACTOR's other obligations under the Operations and Maintenance
5 Phase shall have been satisfied in full or waived in writing by AUTHORITY; and

6 9. AUTHORITY shall have delivered to CONTRACTOR a Notice of Final Acceptance for
7 the phase.

8 **D. Project Acceptance and Contract Closeout**

9 1. Project Acceptance shall mean the Final Acceptance for all phases, including both
10 Implementation Phase and Operations and Maintenance Phase. The CONTRACTOR shall provide a
11 Project Acceptance letter certification to close out the Agreement. The certification shall include but not
12 be limited to: total costs associated with the Agreement, date of Work completion and any additional
13 required information requested by AUTHORITY.

14 2. Project Acceptance shall be deemed to have occurred when all obligations under this
15 Agreement have been successfully performed by the CONTRACTOR and all retentions owed to the
16 CONTRACTOR have been released by AUTHORITY and, when AUTHORITY has delivered a Notice of
17 Project Completion to the effect of the foregoing.

18 E. AUTHORITY's beneficial use of the Deliverables during any phase prior to Contract
19 Closeout shall not constitute acceptance of any Deliverable, nor shall such use give rise to a claim for
20 equitable adjustment.

21 **ARTICLE 24. INSPECTION**

22 A. All Services shall be subject to inspection and testing by AUTHORITY at all
23 reasonable times and at all places prior to Approval or Acceptance and as further set forth in the Scope
24 of Work and Requirements. Any such inspection, test and Approval is for the sole benefit of AUTHORITY
25 and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure
26 that the Services strictly comply with requirements of this Agreement. No inspection or test or Approval

by AUTHORITY or its representative shall be construed as constituting or implying Acceptance unless all criteria for Acceptance have been met in accordance with Article 23, System and Final Acceptance. Inspection or test or Approval shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to Acceptance, nor in any way affect the continuing rights of AUTHORITY after Acceptance of the completed work.

B. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing inspection and testing in a safe and convenient manner as may be required by AUTHORITY and as further set forth in Exhibit B Scope of Work and Requirements. All inspections and tests by AUTHORITY shall be performed in such manner as to not unnecessarily delay the Services. AUTHORITY reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by CONTRACTOR for inspection or test or when re-inspection or retest is necessitated by prior rejection.

ARTICLE 25. INTELLECTUAL PROPERTY

A. Project Intellectual Property. CONTRACTOR acknowledges and agrees that all Intellectual Property authored, created, invented and/or put into practice by CONTRACTOR under and/or for the purposes of the Project, in any medium, is either owned by AUTHORITY or specially ordered or commissioned by AUTHORITY ("Project Intellectual Property"), including works made for hire in accordance with Section 101 of the Copyright Act of the United States. CONTRACTOR hereby assigns to AUTHORITY all rights, title and interest in and to the Project Intellectual Property including any and all software, work product and designs. AUTHORITY hereby grants to CONTRACTOR a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display Intellectual Property previously or separately owned by AUTHORITY and Project Intellectual Property solely in connection with and limited to: (a) incorporation of relevant Intellectual Property into the Project or Services; (b) performance, provision, furnishing and discharge of the Services; and (c) licensing to other entities (to the extent required for interoperability). No Intellectual Property rights of AUTHORITY, including the AUTHORITY'S name and other trademarks, and all other rights are reserved to

AUTHORITY. All rights granted in this Section shall terminate at the expiration of the then-current Term pursuant to Article 5, Term of Agreement.

B. CONTRACTOR Intellectual Property. CONTRACTOR hereby grants to AUTHORITY an irrevocable, perpetual, non-exclusive, transferable (to an AUTHORITY assignee), fully paid-up right and license to use, exploit, manufacture, distribute, reproduce, adapt and display CONTRACTOR Intellectual Property authored, created or invented by CONTRACTOR either (a) prior to the Effective Date or (b) independently of the Agreement ("CONTRACTOR Intellectual Property") in connection with the Project or Services. The rights granted herein shall survive the termination, expiration or cancellation of this Agreement or any rights related thereto.

C. Third Party Intellectual Property. CONTRACTOR shall secure perpetual, nonexclusive, transferable, irrevocable, unconditional, royalty-free license(s) in the name of AUTHORITY to use, exploit, manufacture, distribute, reproduce, adapt and display Intellectual Property owned by any person or entity unrelated to CONTRACTOR which is incorporated into the Project or Service ("Third Party Intellectual Property") in connection with AUTHORITY uses, and shall pay any and all royalties and license fees required to be paid for any Intellectual Property incorporated into the Project or any Service.

1. CONTRACTOR shall:

(a) obtain AUTHORITY's prior written approval of the terms and conditions of Third Party Intellectual Property licenses;

(b) identify and disclose to AUTHORITY all Third Party Intellectual Property contained, or included, in the Project Intellectual Property, including (when reasonably available): full and specific information detailing Intellectual Property claimed; date of authorship, creation and/or invention; date of application(s); application number(s) and registering entity(ies); date of registration(s), registration number(s) and registering entity(ies), if any, and owner, including person or entity name and address; and

(c) obtain from each owner of the Third Party Intellectual Property prior consent to have the relevant Third Party Intellectual Property deposited into an Intellectual Property Escrow in

accordance with Article 25 (Intellectual Property Escrows), or, to the extent the owner of the relevant Third Party Intellectual Property has not provided such consent, obtain AUTHORITY's prior written approval for a waiver of this requirement.

2. CONTRACTOR shall not incorporate Third Party Intellectual Property into the Project without first obtaining (a) the licenses described in Article 24.C and (b) consent from each owner of the Third Party Intellectual Property or such requirement is waived by AUTHORITY in accordance with Article 24.C.2(c). The rights granted in this Article 24.C.2 shall survive the termination, expiration or cancellation of this Agreement or any rights related thereto.

D. Delivery of IP Materials. In addition to any other delivery obligation under this Agreement, CONTRACTOR shall deliver to AUTHORITY any and all physical embodiments of Intellectual Property ("IP Materials") related to CONTRACTOR Intellectual Property and Third Party Intellectual Property, or deposit such IP Materials into Intellectual Property Escrow(s) in accordance with Article 26, Intellectual Property Escrows, as soon as reasonably practicable following incorporation of the relevant Intellectual Property into the Project or Services. Without limiting the generality of the foregoing, an initial delivery under this Article 25.D. or deposit pursuant to Article 26 shall be made to the Intellectual Property Escrow within ten (10) Calendar Days of Go-Live and within ten (10) Calendar Days of System Acceptance. In the event CONTRACTOR updates, revises or supplements any of the information deposited or creates additional information or other Intellectual Property, CONTRACTOR shall deliver to AUTHORITY or deposit into an Intellectual Property Escrow a complete set of such revised, supplemented, or additional information or Intellectual Property with the IP Escrow Agent pursuant to Article 26, within thirty (30) Calendar Days of such revision, supplement or addition and shall indicate with each deposit what information and which documents and pages have been revised, supplemented or added since the last deposit.

E. Payments Inclusive. CONTRACTOR acknowledges and agrees that the payments provided for in Article 9 include all royalties, fees, costs and expenses arising from or related to the Project Intellectual Property, including without limitation any fees pursuant to Article 26.

ARTICLE 26. INTELLECTUAL PROPERTY ESCROWS

A. AUTHORITY and CONTRACTOR acknowledge that CONTRACTOR and/or third parties that supply Intellectual Property, including without limitation, Software, source code and documentation, may not wish to deliver the applicable IP Materials directly to AUTHORITY, as public disclosure could deprive such Party of commercial value. CONTRACTOR further acknowledges that AUTHORITY nevertheless must be ensured access to such IP Materials at any time, and must be assured that the IP Materials are delivered to AUTHORITY pursuant to Article 25.D, Delivery of IP Materials paragraph.

B. In lieu of delivering the IP Materials directly to AUTHORITY, CONTRACTOR may elect to deposit the IP Materials with a neutral depository. In such event, AUTHORITY and CONTRACTOR shall:

(a) mutually select one or more escrow companies or other neutral depositories (each an "IP Escrow Agent") engaged in the business of receiving and maintaining escrows of software source code and/or other Intellectual Property; (b) establish one or more escrows (each an "Intellectual Property Escrow") with the IP Escrow Agent on terms and conditions substantially similar terms and conditions to the Form of Intellectual Property Escrow Agreement, Form Q, for the deposit, retention, upkeep, authentication, confirmation and release of IP Materials to AUTHORITY pursuant to this Agreement; (c) determine a date for CONTRACTOR's deposit of the IP Materials into the Intellectual Property Escrow; and (d) determine a process for releasing from escrow the IP Materials to be delivered to AUTHORITY pursuant to this Agreement. Intellectual Property Escrows also may include Affiliates as parties and may include deposit of their Intellectual Property. CONTRACTOR shall be responsible for the fees and costs of the IP Escrow Agent.

C. The Intellectual Property Escrows shall survive expiration or earlier termination of this Agreement regardless of the reason.

D. The IP Materials shall be released and delivered to AUTHORITY in any of the following circumstances:

1. this Agreement is terminated for CONTRACTOR default or material breach;
2. a voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;

3. CONTRACTOR is dissolved or liquidated;

4. CONTRACTOR or any third party, pursuant to a license under Article 25.C, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the software, product, part or other item containing such Intellectual Property pursuant to a license or any sublicense thereof.

ARTICLE 27. ESCROW AGREEMENT

A. Within forty-five (45) Calendar Days from the execution of this Agreement, AUTHORITY, an escrow agent, and CONTRACTOR shall enter into an Escrow Agreement substantially as set forth in Form I. Pursuant to the terms of such Escrow Agreement, CONTRACTOR shall deposit without charge to AUTHORITY all information necessary to use, operate and maintain the Equipment and Software. All such information shall be deposited with the escrow agent selected by AUTHORITY. Information so deposited shall include but not be limited to Software, including source and object code, control files, utilities, and packages, operating systems, data base systems and network packages and all associated documentation and instructions to operate.

B. An initial deposit shall be made to the Escrow within ten (10) Calendar Days of Go-Live. In the event CONTRACTOR updates, revises or supplements any of the information deposited or creates additional information, CONTRACTOR shall deposit a complete set of such revised, supplemented, or additional information with the above-named escrow agent within thirty (30) Calendar Days of such revision, supplement or addition and shall indicate with each deposit what information and which documents and pages have been revised, supplemented or added since the last deposit. CONTRACTOR shall be responsible for payment of all costs arising in connection with the maintenance of the escrow referred to in this Article throughout the Term. AUTHORITY shall be responsible for all costs arising in connection with the maintenance of the escrow referred to in this Article beyond the Term.

ARTICLE 28. WARRANTIES

A. CONTRACTOR warrants the following:

1 1. All guarantees and warranties made herein are fully enforceable by AUTHORITY acting
2 in its own name.

3 2. The Equipment and Software CONTRACTOR installs and places into operation will not
4 result in any damage to existing facilities, walls or other parts of adjacent, abutting or overhead buildings,
5 railroads, bridges, roadway, structures, surfaces, or cause any physical or mental injury to any person.

6 3 All provided Equipment is new.

7 B. System Warranty:

8 The CONTRACTOR shall provide a full System warranty on all System Equipment, Hardware
9 and Software beginning from the date of Go-Live through the end of the Operation and Maintenance
10 Phase hereinafter referred to as "System Warranty Period", warranting that the full System shall be as
11 set forth in the Scope of Work and Requirements. During the System Warranty Period, AUTHORITY shall
12 not be charged for any Maintenance or Support Services performed on the System, other than
13 Maintenance payments identified in the Price Proposal, or Work identified as excluded in the Scope of
14 Work and Requirements. Such excluded Services shall include Work related to Force Majeure events or
15 Extra Work requested by AUTHORITY, pursuant to Article 16, Changes/Extra Work. Notwithstanding the
16 foregoing, in the period after installation and prior to the commencement of the Operations and
17 Maintenance Phase, all Maintenance and Support Services shall also be at CONTRACTOR's sole
18 expense. Further, at all times during the Term, CONTRACTOR shall promptly repair or replace, at its
19 own cost or expense, including, the cost of removal, installation and transportation, any unit of Equipment,
20 Hardware, or Software, or part or component thereof, which proves defective or otherwise fails to comply
21 with Exhibit B, Scope of Work and Requirements, such that it complies with the Exhibit B, Scope of Work
22 and Requirements. All fees associated with restocking cancelled or returned orders shall be the
23 responsibility of CONTRACTOR. All defective Equipment replaced by CONTRACTOR shall become the
24 property of CONTRACTOR.

25 C. Software Warranties:

26 CONTRACTOR warrants that the Software needed to operate the System shall be as set forth

1 in the Scope of Work and Requirements, and that commencing upon Go-Live, and for the Term, the
2 Software and each module or component and function thereof shall:

- 3 1. be free from defects in materials and workmanship under normal use;
- 4 2. remain in good working order, be free from viruses; trap doors; disabling devices;
5 Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type
6 of malicious or damaging code or other technology or means which has the ability to interfere with the
7 use of the System by AUTHORITY or its designees, or permit access to AUTHORITY's computing
8 systems without its knowledge or contrary to its system connectivity policies or procedures;
- 9 3. not interfere with toll collection;
- 10 4. operate and function fully, properly and in conformity with the warranties in this
11 Agreement, and
- 12 5. operate fully and correctly in the operating environment identified in the Scope of
13 Work and Requirements, including by means of the full and correct performance of the Software, and all
14 Updates, Enhancements, or new releases of the Software, on or in connection with the Equipment, any
15 Updates, Enhancements, or new releases to such Equipment, and any other Software used by or in
16 connection with any such Equipment;
- 17 6. be fully compatible and Interface completely and effectively with the Equipment,
18 including other Software programs provided to AUTHORITY hereunder, such that the Software and other
19 Equipment combined will perform and continuously attain the standards identified in the Scope of Work
20 and Requirements, and
- 21 7. accurately direct the Operation of the System, as required by the Scope of Work
22 and Requirements, and the descriptions, specifications and documentation set forth therein and herein.

23 D. Software Maintenance Services.

24 During the Term, CONTRACTOR shall, at its own cost and expense, provide
25 Maintenance and Software Support Services to keep the Software in good working order and free from
26 defects such that the System shall perform in accordance with this Agreement, including Scope of Work

1 and Requirements.

2 1. The CONTRACTOR shall provide technical support and shall, at its own cost and
3 expense, timely remedy any failure, malfunction, defect or non-conformity in Software, in accordance with
4 Scope of Work and Requirements.

5 2. CONTRACTOR shall provide AUTHORITY the most current release of all
6 Software available on the date of delivery of the System Software to maintain optimum performance
7 pursuant to this Agreement.

8 3. CONTRACTOR shall promptly provide Notice to AUTHORITY in writing of any
9 defects or malfunctions in the Software, regardless of the source of information. CONTRACTOR shall
10 promptly correct all defects or malfunctions in the Software or documentation discovered and shall
11 promptly provide AUTHORITY with corrected copies of same, without additional charge. If Software can
12 only be corrected in conjunction with additional or revised Hardware, CONTRACTOR shall provide such
13 Hardware to AUTHORITY, and the cost of such Hardware shall be borne by CONTRACTOR, and not be
14 reimbursable by AUTHORITY.

15 1) No Updates or Enhancements shall adversely affect the performance of the
16 System, in whole or in part, or result in any failure to meet any Requirements of the Scope of Work and
17 Requirements.

18 2) The CONTRACTOR shall ensure continued satisfactory performance by the
19 current operating system of the Software in accordance with all provisions of this Article 28.
20

21 3) In the event that the Software does not satisfy the conditions of performance set
22 forth in the Scope of Work and Requirements, the CONTRACTOR is obligated to promptly repair or
23 replace such Software at the CONTRACTOR's sole cost and expense or, if expressly agreed to in writing
24 by AUTHORITY, provide different Equipment or Software, and perform Services required to attain the
25 performance Requirements set forth in the Scope of Work and Requirements.

26 4) In the event of any defect in the media upon which any tangible portions of the

Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the Software.

5) Without releasing the CONTRACTOR from its obligations for warranty (during an applicable warranty period), support or Maintenance of the Software, AUTHORITY shall have the right to use and maintain versions of the Software provided by the CONTRACTOR which are one or more levels behind the most current version of such Software and to refuse to install any Updates or Enhancements if, in AUTHORITY's discretion, installation of such Updates or Enhancements would interfere with its Operations. The CONTRACTOR shall not, however, be responsible or liable for the effect of any error or defect in the version of the Software then in use by AUTHORITY that occurs after the CONTRACTOR has both (i) offered, by written notice to AUTHORITY, a suitable correction (by way of Update, Enhancement or otherwise) of such error or defect and (ii) provided AUTHORITY a reasonable opportunity to implement such existing correction, provided that the CONTRACTOR establishes that neither the implementation nor the use of such correction would limit, interfere with, adversely affect, or materially alter the interoperability, functionality or quality of the System.

6) All provisions of this Article 28, referring or relating to obligations to be performed pursuant to an applicable warranty period that extends beyond the Term, shall survive the expiration, cancellation, or termination of this Agreement.

D. Third-Party Warranties. CONTRACTOR shall assign to AUTHORITY, and AUTHORITY shall have the benefit of, any and all Subcontractors' and Suppliers' warranties and representations with respect to the System and Services provided hereunder. The CONTRACTOR's agreements with subcontractors, suppliers and any other third parties shall require that such parties (a) consent to the assignment of such warranties and representations to AUTHORITY, (b) agree to the enforcement of such warranties and representations by AUTHORITY in its own name, and (c) furnish to AUTHORITY, the warranties set forth herein. The CONTRACTOR shall obtain Maintenance agreements for third-party Software. CONTRACTOR shall secure such Maintenance agreements for the same duration and upon the same terms and conditions as the Maintenance provisions between the CONTRACTOR and AUTHORITY. At AUTHORITY's request, CONTRACTOR shall provide supporting documentation which

confirms that these warranties are enforceable in AUTHORITY's name.

E. Data Accuracy. The CONTRACTOR acknowledges and understands that the data and/or information it collects, processes and/or provides to AUTHORITY will be relied upon by AUTHORITY and other persons or entities that are now or will in the future be under Agreement with AUTHORITY in accordance with the Scope of Work and Requirements. Should information derived and provided by CONTRACTOR be inaccurate and cause AUTHORITY to incur damages or additional expenses, AUTHORITY shall notify CONTRACTOR and the CONTRACTOR shall immediately place any applicable insurance carrier on Notice of a potential claim. This provision shall survive termination of this Agreement, and the CONTRACTOR agrees to waive any applicable limitation periods consistent with enforcement of this provision.

F. Neither Final Acceptance of the Implementation Phase of the System and Services or payment therefor, nor any provision in this Agreement, nor partial or entire use of the System and Services by AUTHORITY shall constitute Final Acceptance of the Implementation Phase of the Agreement and Services not performed in accordance with this Agreement or relieve the CONTRACTOR of liability for any express or implied warranties or responsibility for faulty materials or workmanship.

G. The obligations set forth in this Article 27 shall be in addition to any other warranty obligations set forth in this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 29. CONTRACTOR WARRANTIES

A. CONTRACTOR warrants that it is fully experience and properly qualified, licensed, equipped, organized and financed to perform all the Services.

B. CONTRACTOR warrants that all Services will be provided in accordance with this Agreement.

C. CONTRACTOR warrants that (1) all Services performed and all Equipment, Software, Hardware and other material provided under this Agreement by CONTRACTOR or any of its Subcontractors or Suppliers conforms to the requirements herein and is free of any defects; and (2)

Equipment and Hardware furnished by CONTRACTOR or any of its Subcontractors or Suppliers at any tier, shall be of modern design, in good working condition and fit for use of its intended purpose. For any Equipment or Hardware purchased within 12 months of the end of the Term, such warranty shall continue for a period of one (1) year from the end of the Term.

ARTICLE 30. DEFECTS/FAILURE

A. Upon discovery of any defect or failure in the Software, Equipment or Hardware, CONTRACTOR shall promptly provide AUTHORITY Notice thereof and repair or replace same at its sole cost and expense. If expressly agreed to in writing by AUTHORITY, CONTRACTOR may provide different Software, Equipment or Hardware. In the event of any defect in the media upon which any tangible portions of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the Software.

. In addition, CONTRACTOR shall remedy at its own expense any damage to AUTHORITY owned or controlled real or personal property, when that damage arises out of such defects.

B. In the event AUTHORITY determines there is a defect or failure in the Software, Equipment or Hardware or damage to AUTHORITY property, AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the discovery of same. CONTRACTOR has seven Calendar Days from receipt of Notice from AUTHORITY to respond and indicate how CONTRACTOR will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with CONTRACTOR'S proposed remedy, CONTRACTOR and AUTHORITY shall, within three Business Days, meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, CONTRACTOR shall implement such action necessary to remedy the defect, failure or damage as required by AUTHORITY.

C. Should CONTRACTOR fail to remedy any failure, defect or damage within a reasonable time to the reasonable satisfaction of AUTHORITY, AUTHORITY shall have the right with its own forces or other contractors, to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense. In addition, CONTRACTOR shall be liable for all damages arising out its

1 failure to promptly remedy the defect, failure or damage.

2 F. All Subcontractors, manufacturers, and Suppliers' warranties, expressed or
3 implied, respecting any Services, Equipment, Software or Hardware furnished hereunder, shall, at the
4 direction of AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY.

5 G. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to
6 be executed in writing to AUTHORITY.

7 H. Unless the defect, failure of damage is caused by the negligence or willful conduct
8 of CONTRACTOR or its Subcontractors or Suppliers, CONTRACTOR shall not be liable for the repair or
9 replacement of any Equipment, Hardware or Software furnished by AUTHORITY.

10 I. The obligations and remedies specified in this Article XX shall not limit
11 AUTHORITY's rights under the Inspection and Acceptance clause of this Agreement with respect to latent
12 defects, gross mistakes or fraud.

13 **ARTICLE 31. COORDINATION WITH OTHER CONTRACTORS**

14 A. During the course of this Agreement, AUTHORITY may undertake or award other
15 agreements for additional work, including but not limited to separate agreements with different
16 CONTRACTORS, including the Design-Build Contractor for the 405 Improvement Project related to the
17 Scope of Work and Requirements. It is critical that close coordination with interfacing contractors occurs
18 throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to all other
19 contracts and carefully integrate and schedule its own Services with said contractors. CONTRACTOR
20 shall not commit or permit any act by persons under its control, which will interfere with the performance
21 of work by any other such contractor or by AUTHORITY.

22 B. Additional Coordination and Cooperation Requirements. It is anticipated that work by one
23 or more CONTRACTOR(s) of the AUTHORITY and/or the California Department of Transportation
24 (Caltrans), may be in progress adjacent to or within the limits of this Project during progress of the Work
25 on this Agreement. The CONTRACTOR shall work closely with AUTHORITY and any other
26 CONTRACTOR(s) who will be working for AUTHORITY and/or Caltrans for the purpose of coordinating

any activity which may affect both CONTRACTOR(s). Examples of this Work include but are not limited to installation of toll equipment, equipment testing, power and conduit installation and maintenance, and protection of traffic.

C. Should problems in coordination with other CONTRACTOR(s) occur the CONTRACTOR shall make AUTHORITY aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. CONTRACTOR shall not commit or permit any act that will interfere with the performance of Work by any other CONTRACTOR, by AUTHORITY or Caltrans.

D. CONTRACTOR shall cooperate with all other CONTRACTOR(s) or forces performing construction or work of any other nature within or adjacent to the limits of the Work specified in order to avoid any delay or hindrance to the other CONTRACTOR(s) or forces. AUTHORITY reserves the right to perform other or additional Work at or near the site (including material sources) at any time, by the use of other forces.

E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work, to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and losses caused by unnecessary delays or failure to finish the Work within the time specified for completion. Any damage to Work, persons or property of CONTRACTOR by other contractors shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against AUTHORITY.

F. CONTRACTOR's Responsibility for Design. Upon Approval of the Design, including toll related civil infrastructure design, by the CONTRACTOR, CONTRACTOR shall assume responsibility for the Design to the extent that if the civil work is installed as designed and the System does not meet the Performance Requirements of this Agreement, the CONTRACTOR shall be responsible for the costs of redesign, civil rework and additional Equipment costs and any other costs associated with the sub-standard performance.

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ARTICLE 32. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

All design and engineering work furnished by CONTRACTOR shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

ARTICLE 34. SEISMIC SAFETY REQUIREMENTS

CONTRACTOR agrees to ensure that all Work performed under this Agreement including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations.

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ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work and Requirements to the parties identified below with their subcontract amounts described below. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing and that the Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

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<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Function</u>	<u>Subcontractor Amount</u>
		.00
		.00
		.00

ARTICLE 36. CONFLICT OF INTEREST

A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONTRACTOR. CONTRACTOR is obligated to fully disclose to AUTHORITY in writing

1 Conflict of Interest issues as soon as they are known to CONTRACTOR. All disclosures must be
2 submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure
3 requirement is for the entire term of this Agreement.

4 B. CONTRACTOR shall disclose any financial, business, or other relationship with
5 AUTHORITY that may have an impact upon the outcome of this Agreement, or any ensuing AUTHORITY
6 construction project. CONTRACTOR shall also list current clients who may have a financial interest in
7 the outcome of this Agreement, or any ensuing Authority construction project, which will follow.

8 C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial
9 or business interest that would conflict with the performance of services under this Agreement.

10 **ARTICLE 37. PROHIBITION**

11 A. CONTRACTOR, including all Subcontractors (at any tier), regardless of the level of
12 service provided by said Subcontractor(s), awarded this Agreement is prohibited from participation (at
13 any tier) on the contract of the Design-Build delivery team for the 405 Improvement Project.
14 Conversely, no member of the Design-Build delivery team for the 405 Improvement Project will be
15 permitted to participate as a member of the CONTRACTOR's team including all Subcontractors (at
16 any tier).

17 B. The firm, including all subcontractors (at any tier), regardless of the level of service
18 provided by said subcontractor(s), awarded the program management services contract for the
19 Highway Delivery Department, may not submit a proposal to this procurement.

20 C. The firm, including all subcontractors (at any tier), regardless of the level of service
21 provided by said subcontractor(s), awarded the program management consultant contract for this 405
22 improvement project, may not submit a proposal to this procurement.

23 D. The firm, including all subcontractors (at any tier), regardless of the level of service
24 provided by said subcontractor(s), awarded the construction management consultant contract for this
25 405 improvement project, may not submit a proposal to this procurement.

26 F. The evaluation of team composition with regards to conflicts of interest will be done on

1 a case-by-case basis.

2 **ARTICLE 38. CODE OF CONDUCT**

3 CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-
4 Party contracts, which is hereby referenced and by this reference is incorporated herein.
5 CONTRACTOR agrees to include these requirements in all of its subcontracts.

6 **ARTICLE 39. HEALTH AND SAFETY REQUIREMENTS**

7 CONTRACTOR shall comply with all the requirements set forth in Exhibit H, titled "Level 3
8 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS." As used therein, "CONTRACTOR"
9 shall mean "CONTRACTOR," and "Subcontractor" shall mean "Sub-contractor."

10 **ARTICLE 40. CONTRACTOR PURCHASED EQUIPMENT**

11 A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required
12 before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding
13 \$5,000.00 for supplies and/or equipment. CONSULTANT shall provide an evaluation of the necessity
14 or desirability of incurring such costs.

15 B. For purchase of any item, service or consulting work not covered in CONSULTANT's
16 Cost Proposal and exceeding \$5,000.00, three (3) competitive quotations must be submitted with the
17 request, or the absence of bidding (sole source) must be adequately justified.

18 C. Any equipment purchased as a result of this Agreement is subject to the following:
19 "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property
20 is defined as having a useful life of at least two years and an acquisition cost of \$5,000.00 or more. If
21 the purchased equipment needs replacement and is sold or traded in, AUTHORITY shall receive a
22 proper refund or credit at the conclusion of this Agreement, or if the Agreement is terminated,
23 CONSULTANT may either keep the equipment and credit AUTHORITY in an amount equal to the its
24 fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
25 accordance with established AUTHORITY; and credit AUTHORITY in an amount equal to the sale
26 price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at

CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by AUTHORITY and CONSULTANT. If CONSULTANT is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by AUTHORITY." CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

D. All subcontracts entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE 41. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by

1 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
2 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
3 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

4 ***THE FOLLOWING FEDERAL PROVISIONS SHALL APPLY ONLY TO THE PORTION OF***
5 ***WORK UNDER THIS AGREEMENT THAT IS FEDERALLY-FUNDED***

6 ***(405 IMPLEMENTATION PHASE)***

7 **ARTICLE 42. AUDIT AND INSPECTION OF RECORDS**

8 A. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
9 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
10 matters connected with the performance of the contract pursuant to Government Code 8546.7;
11 CONTRACTOR, Subcontractors, and AUTHORITY shall maintain and make available for inspection all
12 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
13 Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make
14 such materials available at their respective offices at all reasonable times during the Agreement period
15 and for four (4) years from the date of final payment under the Agreement. The State of California, State
16 Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of AUTHORITY or any
17 duly representative of the Federal Government shall have access to any books, records, payroll
18 documents, facilities and documents of CONTRACTOR and its certified public accountants (CPA) work
19 papers that are pertinent to the Agreement and indirect cost rate (ICR) for audit, examinations, excerpts,
20 and transactions, and copies thereof shall be furnished if requested.

21 B. CONTRACTOR shall maintain such books, records, data and documents in accordance
22 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
23 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
24 to such parties during CONTRACTOR's performance hereunder.

25 C. AUTHORITY's right to audit books and records directly related to this Agreement shall
26 also extend to all first-tier subcontractors performing work identified in Article 36, Assignments and

Subcontracts, of this Agreement, and such language must be included in CONTRACTOR's agreements with its Subcontractors.

ARTICLE 43. CONTRACT WORK HOURS AND SAFETY STANDARDS

CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40 U.S.C. Sections 3701, *et seq.* as supplemented by 29 CFR Part 5).

A. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for any part of the Services which may require or involve the employment of laborers or mechanics, shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Services to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten (\$10) Dollars for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages: AUTHORITY shall upon its own action or upon written request of an authorized representative of AUTHORITY of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of

1 CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause
2 set forth in paragraph (B) of this section.

3 D. Subcontracts: CONTRACTOR or Subcontractor shall insert in any subcontracts
4 the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the
5 Subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be
6 responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in
7 paragraphs (A) through (D) of this section.

8 **ARTICLE 44. GENERAL WAGE RATES AND DAVIS-BACON AND COPELAND ANTI-**
9 **KICKBACK ACTS**

10 A. Minimum Wages:

11 1. All laborers and mechanics employed by CONTRACTOR or Subcontractor at any tier
12 working on the construction site (or under the United States Housing Act of 1937 or under the Housing
13 Act of 1949 in the construction or development of the project), will be paid unconditionally and not less
14 often than once a week and without any subsequent deduction or rebate on any account (except such
15 payroll deductions as are permitted or required by federal, state or local law, regulation, ordinance, or
16 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts
17 due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the
18 highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits
19 contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director
20 of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California,
21 commencing at Section 1770, et. seq.), or as established by the Secretary of Labor (as set forth in Davis-
22 Bacon Act, 40 U.S.C. Sections 3141, et. seq. as supplemented by AUTHORITY of Labor regulations 29
23 CFR Part 5, and 18 U.S.C. Section 874), regardless of any contractual relationship which may be alleged
24 to exist between CONTRACTOR or Subcontractor and their respective mechanics, laborers,
25 journeypersons, workpersons, craft contract persons or apprentices. Copies of the current General
26 Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be

1 made available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job
2 site at which work hereunder is performed.

3 2. Contributions made or costs reasonably anticipated for bona fide fringe benefits
4 under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages
5 paid to such laborers or mechanics, subject to the provisions of paragraph (A)(5) of this section; also,
6 regular contributions made or costs incurred for more than a weekly period (but not less often than
7 quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be
8 constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid
9 the appropriate wage rate and fringe benefits on the wage determination for the classification of work
10 actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or
11 mechanics performing work in more than one classification may be compensated at the rate specified for
12 each classification for the time actually worked therein: provided, that the employer's payroll records
13 accurately set forth the time spent in each classification in which work is performed. The wage
14 determination (including any additional classifications and wage rates conformed under paragraph (A)(2)
15 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by CONTRACTOR
16 and Subcontractors at the site of the work in a prominent and accessible place where it can be easily
17 seen by the workers.

18 3.

19 a) AUTHORITY shall require that any class of laborers or mechanics,
20 including helpers, which is not listed in the wage determination and which is to be employed under the
21 contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an
22 additional classification and wage rate and fringe benefits therefore only when the following criteria have
23 been met:

- 24 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to
25 be performed by the classification requested is not performed by a
26 classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- b) If CONTRACTOR and laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTHORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. AUTHORITY of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.
- c) In the event CONTRACTOR, laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify AUTHORITY within the 30- day period that additional time is

necessary.

- d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(3) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

4. Whenever the minimum wage rate prescribed in this Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

5. If CONTRACTOR does not make payments to a trustee or other third person, CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

6. AUTHORITY shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under this Agreement shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

e) If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTHORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

f) In the event CONTRACTOR, laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

g) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(6) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

B. Withholding: AUTHORITY shall upon its own action or upon written request of an authorized representative of AUTHORITY of Labor withhold or cause to be withheld from CONTRACTOR

under this Agreement or any other Federal contract with CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CONTRACTOR or any subcontractor the full amount of wages required by this Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Agreement, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records:

1. Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written

evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2.

a) CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to AUTHORITY for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under this Agreement and shall certify the following: under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.

d) The falsification of any of the above certifications may subject CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

3. CONTRACTOR or Subcontractor shall make the records required under 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or AUTHORITY of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

D. Apprentices and trainees:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

1 apprenticeship program registered with the U.S. AUTHORITY of Labor, Employment and Training
2 Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized
3 by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an
4 apprentice in such an apprenticeship program, who is not individually registered in the program, but who
5 has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where
6 appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of
7 apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio
8 permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker
9 listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated
10 above, shall be paid not less than the applicable wage rate on the wage determination for the classification
11 of work actually performed. In addition, any apprentice performing work on the job site in excess of the
12 ratio permitted under the registered program shall be paid not less than the applicable wage rate on the
13 wage determination for the work actually performed. Where CONTRACTOR is performing construction
14 on a project in a locality other than that in which its program is registered, the ratios and wage rates
15 (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR'S or
16 Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than
17 the rate specified in the registered program for the apprentice's level of progress, expressed as a
18 percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices
19 shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the
20 apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of
21 fringe benefits listed on the wage determination for the applicable classification. If the Administrator of
22 the Wage and Hour Division of the U.S. AUTHORITY of Labor determines that a different practice prevails
23 for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In
24 the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by
25 the Bureau, withdraws approval of an apprenticeship program, CONTRACTOR will no longer be
26 permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

2. Except as provided in 29 CFR Part 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. AUTHORITY of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act requirements: CONTRACTOR shall comply with

the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

F. Subcontracts: CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Parts 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

G. Contract termination – debarment: A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of this Agreement, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR Part 5.12.

H. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference.

I. Disputes concerning labor standards: Disputes arising out of the labor standards provisions of Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of AUTHORITY of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CONTRACTOR (or any of its subcontractors) and AUTHORITY, the U.S. AUTHORITY of Labor, or the employees or their representatives.

J. Certification of eligibility:

1. By entering into this contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Part 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Part

5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

K. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the State of California.

L. This contract is subject to overview by the California Division of Labor Standard Compliance Monitoring Unit (CMU). The California AUTHORITY of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this contract. The reporting requirements and other information regarding the CMU may be found at <http://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html>. CONTRACTOR is responsible for complying with all requirements of the CMU, including filing electronic payroll reports.

M. CONTRACTOR or subcontractor will not be awarded this Agreement for public work on a public works project unless registered with AUTHORITY of Industrial Relations pursuant to Labor Code Section 1725.5.

ARTICLE 45. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all Subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime CONTRACTOR or Subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 46. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 47. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national

origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 48. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of AUTHORITYAUTHORITY (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, 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 Agreement.

B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR 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 CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONTRACTOR shall provide all information and reports

required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with nondiscrimination provisions of this Agreement, AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under the Agreement until CONTRACTOR complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, 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 otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of AUTHORITY—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CONTRACTOR shall include the provisions of

1 paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of
2 equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The
3 CONTRACTOR shall take such action with respect to any subcontract or procurement as AUTHORITY
4 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,
5 however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a
6 subcontractor or supplier as a result of such direction, the CONTRACTOR may request AUTHORITY to
7 enter into such litigation to protect the interests of AUTHORITY, and, in addition, the CONTRACTOR may
8 request the United States to enter into such litigation to protect the interests of the United States.

9 **ARTICLE 49. NOTICE OF LABOR DISPUTE**

10 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
11 its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant
12 information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any
13 subcontract hereunder as to which a labor dispute may delay performance under this Agreement.
14 However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

15 **ARTICLE 50. CLEANING UP**

16 A. CONTRACTOR shall at all times keep the work area, including storage areas
17 used by it, free from accumulations of waste material or rubbish, and prior to completion of the work
18 remove any rubbish from AUTHORITY owned premises and all tools, scaffolding, equipment and
19 materials not the property of AUTHORITY. Upon completion of the construction, CONTRACTOR shall
20 leave the work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

21 B. After completion of all work on the project, and before making application for
22 acceptance of the work, CONTRACTOR shall clean the work site, including all areas under the control of
23 AUTHORITY, that have been used by CONTRACTOR in connection with the work on the project and
24 remove all debris, surplus material and equipment, and all temporary facilities of whatever nature, unless
25 otherwise approved by AUTHORITY. Final acceptance of the work by AUTHORITY will be withheld until
26 CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project

1 site.

2 C. Full compensation for conforming to the provisions in this Article, not otherwise
3 provided for, shall be considered as included in price of this Agreement and no additional compensation
4 will be allowed therefore.

5 **ARTICLE 51. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
6 **CONTRACTOR CONTRACTS**

7 At the time of contract execution, the CONTRACTOR committed to utilize DBE(s) in the
8 performance of this DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed
9 on the Attachment entitled "DBE Participation Commitment Form D-1," perform work and/or supply
10 materials in accordance with original commitments, unless otherwise directed and/or approved by
11 AUTHORITY prior to the CONTRACTOR effectuating any changes to its race-conscious DBE
12 participation commitment(s). CONTRACTOR shall comply with all the requirements set forth in
13 Attachment "A" titled, "DBE CONTRACT PROVISIONS FOR FEDERALLY-ASSISTED CONTRACTS
14 WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS", which is attached to and, by this
15 reference, incorporated in and made a part of this Agreement.

16 **ARTICLE 52. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

17 A. CONSULTANT hereby agrees to attain DBE participation in the amount of ____ (___%)
18 percent of the total Agreement amount. CONSULTANT shall enter into agreements for the services
19 identified in Attachment entitled "DBE Participation Information Form D-2".

20 B. CONSULTANT is required to comply with this goal for the duration of this Agreement.
21 CONSULTANT's failure to comply with the DBE participation provisions may result in:

22 1. Withholding of payment until such compliance is achieved or a waiver of the
23 provisions is provided by AUTHORITY;

24 2. The Agreement may be canceled, terminated or suspended in whole or in part.

25 C. Any substitution of subcontractors must be approved in writing by the AUTHORITY's
26 Contract Administrator in advance of assigning work to a substitute subcontractor. Form D-4 is attached

1 for use by CONSULTANT when requesting DBE subcontractor/supplier substitution or addition.

2 D. To ensure that all obligations under this Agreement are met, AUTHORITY will conduct
3 periodic reviews of the CONSULTANT's small DBE efforts during Agreement performance. The
4 CONSULTANT shall bring to the attention of AUTHORITY's Contract Administrator any situation in which
5 regularly scheduled payments are not made to DBE contractors, subcontractors or suppliers.

6 E. The CONSULTANT will be required to meet all reporting requirements related to
7 utilization, scope of work and dollar amount of the subcontracts. Forms D-5 and D-6 are attached for
8 convenience in reporting the required information regarding DBE monthly and final utilization,
9 respectively.

10 F. CONSULTANT, subcontractors and suppliers shall permit access to their books,
11 records, and accounts by the Contract Administrator, or a designated representative, for the purpose
12 of investigation to ascertain compliance with these specified requirements. Such records shall be
13 maintained in a fashion which is readily accessible to AUTHORITY, as described in Article 43,
14 Ownership of Reports and Documents, for a minimum of four (4) years from the date of final payment
15 by AUTHORITY.

16 **ARTICLE 53. PROHIBITED INTERESTS**

17 A. CONTRACTOR covenants that, for the term of this Agreement, no director,
18 member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter,
19 shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20 B. No member of or delegate to, the Congress of the United States shall have any
21 interest, direct or indirect, in this Agreement or to the benefits thereof.

22 **ARTICLE 54. COVENANT AGAINST CONTINGENT FEES**

23 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
24 than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement; and that
25 he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee,
26 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from

1 the award, or formation of this Agreement. For breach or violation of this warranty, AUTHORITY shall
2 have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement
3 price or consideration, or otherwise recover the full amount of such fee, commission, percentage,
4 brokerage fee, gift, or contingent fee.

5 **ARTICLE 55. LOBBYING**

6 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
7 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
8 not or has not used Federal appropriated funds to pay any person or organization for influencing or
9 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
10 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
11 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
12 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with
13 non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such
14 disclosures are forwarded from tier to tier up to the recipient.

15 **ARTICLE 56. PRIVACY ACT**

16 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
17 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
18 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
19 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
20 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
21 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
22 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

23 **ARTICLE 57. INCORPORATION OF FEDERAL TERMS**

24 All contractual provisions required by United States Department of Transportation (USDOT),
25 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
26 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA terms and conditions.

ARTICLE 58. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between AUTHORITY and FHWA , as they may be amended or promulgated from time to time during this Agreement. CONTRACTOR's failure to comply shall constitute a material breach of Agreement.

ARTICLE 59. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 60. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed.

1 CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent
2 claim, statement, submission, or certification, the Federal Government reserves the right to impose
3 penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the
4 Federal Government deems appropriate.

5 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
6 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
7 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
8 FTA under AUTHORITY of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
9 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
10 the Federal Government deems appropriate.

11 C. CONTRACTOR agrees to include this requirement in all of its subcontracts
12 entered into as a result of this Agreement.

13 **ARTICLE 61. RECYCLED PRODUCTS**

14 A. CONTRACTOR shall comply with all the requirements of Section 6002 of the
15 Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not
16 limited to the regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply
17 to the procurement of the items designated in subpart B of CFR, Title 40, Part 247.

18 B. CONTRACTOR agrees to include this requirement in all of its subcontracts
19 entered into as a result of this Agreement.

20 **ARTICLE 62. ENERGY CONSERVATION REQUIREMENTS**

21 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
22 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
23 Conservation Act.

24 **ARTICLE 63. CLEAN AIR**

25 A. CONTRACTOR shall comply with all applicable standards, orders or regulations
26 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report

each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to USDOT and the appropriate Environmental Protection Agency (EPA) Regional Office.

B. CONTRACTOR agrees to include this requirement in all of its subcontracts entered into as a result of this Agreement.

ARTICLE 64. CLEAN WATER REQUIREMENTS

A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY will in turn, report each violation as required to assure notification to USDOT and appropriate EPA Regional Office.

B. CONTRACTOR agrees to include this requirement in all of its subcontracts entered into as a result of this Agreement.

ARTICLE 65. FLY AMERICA REQUIREMENT

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 66. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with CFR Title 2, Part

180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE 67. BUY AMERICA

A. If this Agreement exceeds \$150,000, CONTRACTOR shall comply with the "Buy America" requirements of 49 U.S.C. Section 5323 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

B. A Certificate of Compliance, conforming to the provisions of this Article shall be

furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.

C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. CONTRACTOR shall furnish AUTHORITY acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.

D. CONTRACTOR shall ensure all Subcontractors comply with these requirements.

ARTICLE 68. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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5 This Agreement shall be made effective upon execution by both parties.

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1911 to be
7 executed on the date first above written.

8 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

9
10 By: _____

By: _____

11 Darrell Johnson
12 Chief Executive Officer

13 APPROVED AS TO FORM:

14
15 By: _____

16 James M. Donich
17 General Counsel

18 APPROVED:

19
20 By: _____

21
22 Date: _____
23
24
25
26

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS
FEDERALLY FUNDED CONTRACTS WITH DBE GOALS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the

dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

- A. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- B. Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- C. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- F. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- G. Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or

inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and

who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f) Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under

circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

8. ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

B. "Social Disadvantage"

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished

credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

- A. “Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification ” (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a “Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification” (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

1. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
 - a) Original Contract Amount
 - b) Running Total of Change Order Amount
 - c) Current Contract Amount
 - a) Amount Paid to Consultant during Month
 - b) Amount Paid to Consultant from Inception to Date

- c) DBE Contract Goal
- d) Total Dollar Amount of DBE Commitment
- e) DBE Commitment as Percentage of Current Contract Amount

2. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:

- a) DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
- b) DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

3. Consultant Assurance of Full Compliance with Prompt Payment Provisions

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

4. DBE Subcontract Agreements

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any

problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

5. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

6. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

7. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
1. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be

credited toward the Prime Consultant's DBE attainment.

2. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
4. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease

arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the Consultant listed a non-certified 1st tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subconsultants

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- C. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of the work.

G. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subconsultants

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally -assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven

(7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the

written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT F: MILESTONES FOR RELEASE OF RETENTION

Exhibit F

Milestones for Release of Retention

The release of retention withheld shall follow the guidelines outlined in Article 9 of the Agreement entitled "Payment."

The following agreed-upon milestones are tied to the CONTRACTOR's accomplishment of major milestones per the Exhibit B to the Agreement entitled "Scope of Work and Requirements."

Implementation Phase Retention Release Milestones

The milestones established for release of retention in the Implementation Phase are as follows:

1. Acceptance of Phase 1 for the SR-91, as further set forth in Article 9 Payment of the Agreement, and in Exhibit A, Scope of Work and Requirements. Retention released will include the sum of all retention held by the Authority for milestone payments for Phase 1 made in accordance with Exhibit D Payment Schedule.
2. Acceptance of Phase 2 for the I-405, as further set forth in Article 9 Payment of the Agreement, and in Exhibit A, Scope of Work and Requirements. Retention released will include the sum of all retention held for milestone payments for Phase 2 made in accordance with Exhibit D Payment Schedule.

Maintenance Phase Retention Release Milestones

The milestones established for release of retention in the Maintenance Phase are as follows:

Each year, upon the anniversary date of the commencement of the Maintenance Phase, AUTHORITY will release retention paid to CONTRACTOR for the previous Maintenance year's Maintenance Work. Retention released shall include the sum of all retention held

by AUTHORITY on all Maintenance payments made for the previous Maintenance Year, in accordance with Article 9 Payment of the Agreement, and Exhibit B, Scope of Work and Requirements, including monthly maintenance payments made in accordance with the CONTRACTOR's Price Proposal. Contractor must submit an invoice requesting such annual retention release, accompanied by the required bonds for the following Operations and Maintenance year.

EXHIBIT G: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and MSDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial

Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.

- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
 - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and

Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Material Safety Data Sheet (MSDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
 2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
 3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
 4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
- E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of

the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.
2. Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes an injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils,

- bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
 - D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.
 - E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
 - F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous

substance” means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority’s Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.13 CRANES

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I,

2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
 5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
 9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lift is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.

4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.

- D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
- 5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
 - 6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

Note: *This information may be available from the Authority for selected locations on some projects.*

- 7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
 - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
 - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
- 8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
- 9. Operator qualifications.
- 10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
- 11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
- 12. Emergency action plan.
- 13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training: Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.

- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.

- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract.

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manuel (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules

END OF DOCUMENT

Level 3 HSE Specifications

Revision 9, 8/28/2015

1008403.1

FORM A: PROPOSER'S QUESTIONS FORM

Proposer’s Questions Form

Question No.	Page	Section	Section Description	Proposer’s Question	OCTA Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|---------|---------|
| <input type="radio"/> the Prime Contractor | Yes____ | No ____ |
| <input type="radio"/> Subcontractor | Yes____ | No ____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes____ | No ____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

FORM C: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

Last Rev. 08/26/2015

**FORM D: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND FORMS**

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS AND INSTRUCTIONS

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR), and is one of the following groups:
 1. Black American
 2. Hispanic American
 3. Native American
 4. Asian-Pacific American
 5. Subcontinent Asian American
 6. Women
- The term “bidder” also means “proposer” or “offeror.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Offeror should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Offerors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

“Form D-1 Local Agency Consultant DBE (Consultant Proposal) Commitment”

A “Local Agency Consultant DBE (Consultant Contract) Proposal Commitment” form shall be included with the Request for Proposal. The purpose of the form is to track the proposers progress towards meeting the Contract Goal. This form

collects information on all DBEs towards meeting the contract goal. Even if no DBE participation will be reported, the Offeror must execute and return the form.

“Form D-2 Local Agency Consultant DBE (Consultant Contract) Commitment”

A “Local Agency Consultant DBE (Consultant Contract) Contract Commitment” form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects information on all DBEs. Even if no DBE participation will be reported, the successful Offeror must execute and return the form.

“Form D-3 Bidders List”

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority’s overall annual DBE goal-setting process. Therefore, the Offeror shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm’s status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The “Bidders List” information must be submitted on ***Exhibit H-3*** and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

“Form D-5 DBE Substitution/Termination Request Form”

This form must be used by the CONTRACTOR, if during the Term of the Agreement, the need arises to substitute or terminate a DBE Subcontractor or Supplier.

“Form D-6 Request for Additional DBE Subcontractor/ Sub consultant/ Supplier Form”

This form must be used by the CONTRACTOR, if during the Term of the Agreement, the need arises to add a DBE Subcontractor or Supplier.

“Form D-7 Monthly Race-Conscious DBE Subcontractors Paid Report Summary and Payment Verification (Form 103)”

This form must be submitted to AUTHORITY by the CONTRACTOR, monthly, whether or not any payments were made to a DBE Subcontractor or Supplier, during the previous month.

“Form D-8 Final Report - Utilization of Disadvantaged Business Enterprises, First-Tier Subcontractors Form”

This form must be submitted to AUTHORITY by the CONTRACTOR, at the conclusion of the Agreement Term to show the final utilization of DBEs during the Term.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the Offeror's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's (California Department of Transportation) DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder is a DBE and will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. An Offeror who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and

Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT AND PURCHASES WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____	21. Date _____	12. Preparer's Signature _____	13. Date _____
22. Local Agency Representative's Name _____	23. Phone _____	14. Preparer's Name _____	15. Phone _____
24. Local Agency Representative's Title _____		16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	\$ _____ % _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

BIDDERS LIST

Proposer: _____

RFP No.: _____

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Proposer, and submit this information at the time of proposal submission, or as otherwise specified in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall DBE goal-setting process.

Prime Proposer's Information:

Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	

**RFP 7-1911
FORM D-3**

Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Proposer to submit the required "Bidders List" form may deem the Proposer non-responsive.

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (please attach all copies of solicitation, telephone records, fax confirmations, etc.), amount of DBEs to repond, the DBE firms were provided information about the contract (location of project, contract number, bid date, items of work made available and contact information) in the Invitation to bid from the Bidder, the Bidder solicited through all reasonable means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, Bidder to provide proof of aforementioned items, and DBE's in the market area for the work identified in 'Item A' as follows:

Names of DBEs Solicited Methods and Dates	Date of Initial Solicitation	Follow Up

- C. Rejected DBE Bid Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Bidder's rejection of the DBE firms, the firms selected and accepted for that work (please attach all copies of quotes from the firms involved) and the price difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.

Names, addresses and phone numbers of rejected DBEs and the reasons for the Bidder's rejection of the DBEs as follows:

Names, addresses and phone numbers of firms selected for the work

- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the Bidder (please attach copies of advertisements or proof of publications). (Please note: If IFB due date is extended, Bidder is to re-advertise new bid due date.)

Publications	Dates of Advertisement

- E. Agencies, Organizations, or Groups contacted to provide assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received), as follows:

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, Bidder to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, Bidder to provide a list of any assistance provided to prospective and bided DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; (for additional data please use additional sheets as necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DBE SUBSTITUTION/TERMINATION REQUEST FORM

REQUEST DATE:	PRIME CONTRACTOR:
PROJECT:	CONTRACT NUMBER:

LISTED OR PREVIOUSLY APPROVED DBE SUBCONTRACTOR:			
ORIGINAL CONTRACT VALUE:		INDICATE DBE STATUS: [] SB [] DBE [] UDBE [] NON SB/DBE/UDBE	
SUBCONTRACTOR REPRESENTATIVE:		PHONE NUMBER:	
ITEM NUMBER	WORK DESCRIPTION	DOLLAR AMOUNT COMPLETED	DOLLAR AMOUNT REMAINING
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

PROPOSED SUBCONTRACTOR:			
ORIGINAL CONTRACT VALUE:		INDICATE DBE STATUS: [] SB [] DBE [] UDBE [] NON SB/DBE/UDBE	
SUBCONTRACTOR REPRESENTATIVE:		PHONE NUMBER:	
ITEM NUMBER	WORK DESCRIPTION	DOLLAR AMOUNT COMMITTED	
		\$	
		\$	
		\$	
		\$	
		\$	

INDICATE REASON FOR SUBSTITUTION (REFER TO PAGE 2 FOR SUBSTITUTION BASIS):
--

INDICATE ALL SUPPORTING DOCUMENTATION PROVIDED:

	PROOF OF DBE CERTIFICATION FOR PROPOSED FIRM
	WRITTEN CONFIRMATION OF WORK AND AMOUNT (QUOTE) OR PROPOSED SUBCONTRACT AGREEMENT SIGNED BY PROPOSED FIRM
	CONSENT OR ACKNOWLEDGMENT OF RELEASE FROM SUBSTITUTED FIRM
	DBE GOOD FAITH EFFORTS DOCUMENTATION
	OTHER:

PRIME CONTRACTOR REPRESENTATIVE/TITLE:	PHONE NUMBER:
--	---------------

INTERNAL AUTHORITY USE ONLY

REMARKS:

AUTHORITY APPROVAL(S):

INITIAL REVIEW AND APPROVAL BY:	DATE:
APPROVAL BY DIRECTOR OF CONTRACTS AND COMPLIANCE:	DATE:

REASONS FOR SUBSTITUTION/TERMINATION OF A DBE

The Contractor must first obtain the written consent of the Authority before any Contractor can act on the substitution of the DBE and must provide copies of the new or amended subcontracts. The Authority requires that a Contractor, or its subcontractor(s), make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the same extent needed to meet the overall or individual contract specific DBE goal, as established. Before requesting the Authority's consent for the proposed substitution or termination, the Contractor must give written notice of the proposal, including the reason for the request, to the DBE with a copy to the Authority. The DBE must be given five (5) days to respond. The notice period may be reduced if required by public necessity (e.g., safety).

1. The listed DBE subcontractor failed or refused to execute the written subcontract.
2. The listed DBE subcontractor failed or refused to perform the work of its subcontract consistent with normal industry standards; good cause does not exist where failure or refusal to perform the work of the subcontract results from bad faith or discriminatory action of the Contractor.
3. The listed DBE subcontractor failed or refused to meet reasonable, nondiscriminatory bond requirements.
4. The listed DBE subcontractor is bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE subcontractor is ineligible to work because of suspension and debarment proceedings.
6. The listed DBE subcontractor is not a responsible subcontractor.
7. The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal.
8. The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required.
9. The owner of the listed DBE subcontractor dies or becomes disabled and is unable to complete its work.
10. Other documented good cause that compels the substitution or termination of the listed DBE subcontractor. Enter reason(s) under remarks.



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR ADDITIONAL DBE SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER FIRM

Request for additional DBE(s) shall be in accordance with the Contract specifications and is subject to approval by the Authority. The Prime Contractor/Consultant shall provide Authority with the information requested below upon identification of any DBE subcontractor/subconsultant/supplier firm not previously listed to perform under the Contract. The Prime Contractor/Consultant shall also provide a written confirmation from the DBE that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

Contract No.:		Contract Name:	
Prime Contractor/Consultant:			
Business Address:			
Please provide the following information for the proposed additional DBE subcontractor/subconsultant/supplier firm:			
DBE Firm Name:		DBE Certification Number:	
Business Address:			
Contact Person:	Phone Number: ()	Email Address:	
Description of Work (Scope):			
Related DBE NAICS Code(s):		Proposed DBE Subcontract Value:	
Copy of DBE Certification Letter attached (Required) ? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Prime Contractor/Consultant Representative Signature

Title

Business Phone Number

Date

FOR AUTHORITY USE ONLY:

Date Request Received: _____ Approve Request for Additional DBE? ☐ Yes ☐ No

If no, please state reason: _____

Reviewed by: _____ Title: _____

Signature: _____ Date: _____


MONTHLY RACE-CONSCIOUS DBE SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20 ____

Contract/Project Number: _____ Report Number: _____ Report prepared by: _____
 Project Name: _____ Original Contract Award Amount: _____ Title: _____
 Contract Award Date: _____ Current Contract Value: _____ Report reviewed by: _____
 Prime Name: _____ % of Project Complete: _____ Signature: _____
 Address: _____ OCTA Payment This Month: _____ Title: _____
 Telephone Number: () _____ Total \$ Paid to Prime to date: _____ Date of Last Progress Payment rec'd from OCTA: _____
 Contract DBE Goal: ____ % (% of total Contract) Total \$ Paid to DBEs this Reporting Period: _____
 Prime's DBE Commitment: ____ % Total \$ Paid to DBEs to date: _____ DBE Goal Attainment to date: ____ %

DBE SUB CONTRACTORS	Dollar Amount Paid This Month	Dollar Amount Paid to Date	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- resulting from Change Order Activity	% of Work Completed	FOR AUTHORITY] USE ONLY
Name:							
Address:							
City, State, Zip Code:							
Telephone Number: ()							
Subcontractor ↑ Broker ↑							
Supplier: Regular Dealer ↑ or Manufacturer ↑							
Attach verification of payment							
Name:							
Address:							
City, State, Zip Code:							
Telephone Number: ()							
Subcontractor ↑ Broker ↑							
Supplier: Regular Dealer ↑ or Manufacturer ↑							
Attach verification of payment							
Name:							
Address:							
City, State, Zip Code:							
Telephone Number: ()							
Subcontractor ↑ Broker ↑							
Supplier: Regular Dealer ↑ or Manufacturer ↑							
Attach verification of payment							

Comments/Issues and/or documented Good Faith Efforts performed during this reporting period: _____

REP 7-1911
FORM D-8

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date		
5. Contractor/Consultant		6. Business Address		7. Final Contract Amount				
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address		11. DBE Certification Number	12. Contract Payments Non-DBE DBE		13. Date Work Completed	14. Date of Final Payment
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

FORM E: RESTRICTIONS ON LOBBYING CERTIFICATION

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the

application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 contract, 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.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 201_____

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)		b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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FORM F: CERTIFICATION OF CONSULTANT COMMISSION AND FEES

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

FORM G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

FORM H: SURETY COMMITMENT LETTER

SURETY COMMITMENT LETTER

TO: Agency Name

We have reviewed the proposal of _____
(Proposer)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date)

and wish to advise that should this Proposal of the Proposer be accepted and the Contract awarded to, such Proposer, this company agrees to become the surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such bonds will be in the amounts identified in the Price Proposal as referenced in the RFP Section I-4.1 Notification of Awards with terms of the bonds as also provided in that section.

We are duly authorized to do business in the State of [State Name].

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

FORM I: ESCROW AGREEMENT

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement ("Agreement") is effective _____, 201_ among _____, a _____ corporation ("IP Escrow Agent"), _____, a _____ corporation ("Depositor"), and the Orange County Transportation Authority, a public entity of the State of California ("OCTA"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and OCTA have entered or will enter into a Toll Services Contract (the "Contract"). Unless the context otherwise requires, capitalized terms used in this Agreement have the meanings given in the Contract.

B. Under the Contract, Depositor has granted OCTA licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as the same occur, but at a minimum with each monthly invoice for (a) the D&D Work during the Delivery Phase, (b) Total O&M Price during the O&M Term or (c) compensation for Software maintenance services during the Software Maintenance Option Period, if any.

C. Depositor has agreed in the Contract to deposit into escrow with IP Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the Toll Services and during any Software Maintenance Option Period, if any, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the Intellectual Property (including without limitation Software Source Code) to OCTA is critical to OCTA's business and, therefore, OCTA needs access to the Software Source Code under certain limited circumstances.

F. Depositor and OCTA desire to establish an escrow with IP Escrow Agent to provide for the retention, administration and controlled access of the Intellectual Property (including without limitation Software Source Code).

G. IP Escrow Agent has consented to act as IP Escrow Agent and to receive and hold the current version and any future versions of the Intellectual Property and IP Materials (including without limitation Software Source Code).

H. The parties desire this Agreement to be supplementary to the Contract pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and OCTA hereby engage IP Escrow Agent to serve as IP Escrow Agent for the Intellectual Property and IP Materials, IP Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Intellectual Property (including without limitation Software Source Code), on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property (with the exception of the COTS Software that is listed in Exhibit 18) to be used in connection with the Toll Services with IP Escrow Agent.

(b) Based on invoices for Payment Milestones, Depositor shall deposit the then current version of the Project Intellectual Property reflecting modifications and enhancements to such Pre-Existing Contractor Intellectual Property or Third Party Intellectual Property under development by Depositor with the IP Escrow Agent. Depositor shall be required to submit updated IP Materials reflecting the then current version of the Project Intellectual Property with each invoice.

(c) Not later than the date a Notice of TCS Acceptance is issued by OCTA, Depositor shall deposit with IP Escrow Agent the then current approved and accepted version of the Project Intellectual Property that has been developed for Toll Services.

(d) If during any calendar month after the date a Notice of TCS Acceptance is issued by OCTA, Depositor completes and installs in or for the Toll Services any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with IP Escrow Agent, within 30 days after the end of such calendar month, each such modification, addition, enhancement, update, revision, upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 24.D. of the Contract, it shall deposit with IP Escrow Agent such along with a modified Attachment A identifying the same within 30 days following the end of the calendar quarter in which such identification is made.

(e) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. IP Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(f) Notwithstanding any other provision of this Agreement, Depositor shall have no obligation to deposit with the IP Escrow Agent any Software Source Code for Off-the-Shelf Software.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to IP Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to IP Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with IP Escrow Agent, IP Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after IP Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, IP Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, OCTA may elect to cause a verification of the Intellectual Property (specifically including Software Source Code) at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if IP Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, IP Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and OCTA. Immediately upon completion of each deposit inspection, if IP Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, IP Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and OCTA. IP Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by IP Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to OCTA is OCTA's notice that the Software Source Code have been received and accepted by IP Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to OCTA as follows:

- (a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with IP Escrow Agent;
- (b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to IP Escrow Agent and OCTA the rights as provided in this Agreement;
- (c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;

(d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the Contract or Attachment A, as applicable; and

e. The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. OCTA may, at OCTA's expense, cause a verification of any IP Materials (specifically including Software Source Code). OCTA shall notify Depositor and IP Escrow Agent of OCTA's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to IP Escrow Agent, then only IP Escrow Agent, or at IP Escrow Agent's or OCTA's election an independent person or company selected and supervised by IP Escrow Agent or OCTA, may perform the verification. If OCTA elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by IP Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with IP Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If IP Escrow Agent or a person or company it selects performs the verification, IP Escrow Agent shall deliver to OCTA a written report detailing the verification not later than 30 days after OCTA delivers Notice requesting such verification. Any verification shall take place either at IP Escrow Agent's location or an agreed upon location during IP Escrow Agent's regular business hours. If OCTA elects to have an independent person or company perform the verification, then such entity shall adhere to the confidentiality requirements of the Contract. If IP Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or OCTA, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and OCTA, or as otherwise provided in this Agreement.

1.8. Inspection. OCTA and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of IP Escrow Agent and at IP Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. IP Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of IP Escrow Agent. IP Escrow Agent shall

have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Agreement, IP Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. IP Escrow Agent shall not disclose the content of this Agreement to any third party. If IP Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, IP Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or OCTA to challenge any such order; provided, however, that IP Escrow Agent does not waive its rights to present its position with respect to any such order. IP Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. IP Escrow Agent shall issue to Depositor and OCTA a report profiling the account history at least semi-annually. IP Escrow Agent may provide copies of the account history pertaining to this Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Agreement, Depositor and OCTA may each inspect the written records of IP Escrow Agent pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in OCTA pursuant to Article 24 of the Contract, but is subject to the provisions of this Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Depositor and IP Escrow Agent hereby disclaim and relinquish any title to or ownership of the IP Materials which embody Intellectual Property. Without limiting the foregoing, IP Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with IP Escrow Agent under this Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Agreement, "Release Condition" shall mean any of the following:

- (a) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 7 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Depositor, or by or against any owner of Third Party Intellectual Property (other than bankruptcy proceedings instituted by Depositor or any owner of Third Party Intellectual Property against third parties), and, if instituted against Depositor or any owner of Third Party Intellectual Property, are allowed against Depositor or any owner of Third Party Intellectual Property or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution;
- (b) A custodian, trustee or receiver is appointed for Depositor or any owner of Third Party Intellectual Property or any substantial part of its assets;
- (c) Depositor or any owner of Third Party Intellectual Property makes or attempts to make an assignment for the benefit of creditors;

- (d) Depositor or any owner of Third Party Intellectual Property generally fails to pay its debts when they are due or admits of its inability to pay its debts;
- (e) Depositor or any owner of Third Party Intellectual Property fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and/or support obligations under the Contract;
- (f) The Contract is terminated in whole pursuant to its terms because of an "Event of Default";
- (g) Depositor or any owner of Third Party Intellectual Property ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract; or
- (h) Depositor does not continue to provide updates and maintenance releases, or otherwise breaches its software maintenance and/or support obligations under the Software Maintenance Option during the Software Maintenance Option Period.

4.2. Filing For Release. If OCTA believes in good faith that a Release Condition has occurred, OCTA may provide to IP Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, OCTA's Notice shall so indicate. Immediately upon receipt of such Notice, IP Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date IP Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to IP Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, IP Escrow Agent shall send a copy to OCTA by commercial express mail. Additionally, IP Escrow Agent shall provide Notice to Depositor and OCTA that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, IP Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and OCTA; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by IP Escrow Agent.

4.4. Release of Deposit.

- (a) If IP Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, IP Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to OCTA. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then IP Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Agreement

shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by IP Escrow Agent.

(b) IP Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and OCTA.

(c) IP Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to OCTA at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3. If OCTA provides to IP Escrow Agent a written opinion of counsel for OCTA to the effect that such award, judgment or resolution is final and not appealable, IP Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, OCTA shall have the right and license to use the released Intellectual Property as provided in the Contract. OCTA shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the Contract.

SECTION 5. TERM AND TERMINATION

5.1. Term of Agreement. The term of this Agreement shall continue in effect unless and until this Agreement is terminated in accordance with the terms of this Section 5. This Agreement shall be terminated in the event (a) Depositor and OCTA jointly instruct IP Escrow Agent in writing that the Agreement is terminated; or (b) IP Escrow Agent provides Notice to Depositor and OCTA that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with IP Escrow Agent, IP Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to IP Escrow Agent are not paid when due, IP Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to IP Escrow Agent to cure the default. If the past due payment is not received in full by IP Escrow Agent within one month of the date of such Notice, then IP Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending Notice of termination to all Parties. IP Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to IP Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. IP Escrow Agent may terminate this Agreement, for any reason, by providing Depositor and OCTA with 90-days' Notice of its intent to terminate this Agreement. Within the 90-day period, the Depositor and OCTA shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of IP Escrow Agent under this Agreement and shall provide IP Escrow Agent with Notice including instructions authorizing IP Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. IP Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If IP Escrow Agent does not receive said Notice within 90 days of the date of IP Escrow Agent's termination

Notice, then IP Escrow Agent shall have no obligation to take any action under this Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Agreement, IP Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and OCTA's Notice. If there is no such Notice, IP Escrow Agent may, commence legal action interpleading Depositor and OCTA, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall IP Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);
- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay IP Escrow Agent any fees and expenses due;
- (e) The obligations of IP Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Agreement which specifically state they survive the termination of this Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Agreement, the expiration of the Contract.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule. IP Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of OCTA. IP Escrow Agent shall notify OCTA at least 60 days prior to any increase in fees. For any service not listed on IP Escrow Agent's standard fee schedule, IP Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from IP Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. IP Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, IP Escrow Agent shall not be required

to perform any service whenever any undisputed outstanding balance owed to IP Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. IP Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by IP Escrow Agent to be genuine. Except with respect to a Contrary Instruction that lacks the representation set forth in Section 4.3(a), IP Escrow Agent may assume that any employee of a party to this Agreement who gives any Notice, request, or instruction has the authority to do so. IP Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. IP Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of IP Escrow Agent.

7.2. Indemnification. Depositor and OCTA each agree to indemnify, defend and hold harmless IP Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of IP Escrow Agent or its breach of this Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the Contract. IP Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought by IP Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by IP Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this Contract shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct IP Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give IP Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that IP Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if IP Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. IP Escrow Agent Representation. IP Escrow Agent represents and warrants to OCTA and Depositor that (a) to the best knowledge of IP Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to OCTA and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, IP Escrow Agent will immediately disclose it in writing to OCTA and Depositor.

8.2. Entire Agreement. This Agreement (including all Exhibits to this Agreement) contain the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. IP Escrow Agent is not a party to the Contract between Depositor and OCTA and has no knowledge of any of the terms or provisions of the Contract. IP Escrow Agent's only obligations to Depositor or OCTA are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by OCTA and Attachment B need not be signed.

8.3. This Contract contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter.

8.4. Notices. All notices, invoices, payments, deposits and other documents and communications under this Agreement shall be sent as provided in Article 11 of the Contract and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.5. Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, IP Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and OCTA; and IP Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or OCTA unless IP Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.7. Regulations. Depositor and OCTA are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Agreement.

8.8. Liability. No member, officer, or employee of OCTA, Depositor or IP Escrow Agent shall be liable personally hereunder or by reason hereof.

8.9. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

DEPOSITOR:

By: _____
Name: _____
Title: _____

IP ESCROW AGENT:

By: _____
Name: _____
Title: _____

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By:

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **IP Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Exhibit A#: _____

Send materials to: IP Escrow Agent, _____ (____) _____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to OCTA should be
addressed to:

Company Name: _____

Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Requests from Depositor or OCTA to change the designated contact should be given in writing by the
designated contact or an authorized employee of Depositor or OCTA.

Contracts, IP Materials and Intellectual Property,
notices, invoice inquiries and fee remittances to IP
Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

FORM J: PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority,
State of California, in the sum _____
Dollars, (\$ _____), lawful money of the United States of America,
for the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed
Agreement with the Orange County Transportation Authority for the _____, at the
_____ as specified in said Agreement, and is required to give this bond in
connection with the _____ execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the
covenants and obligations of said Agreement on his part to be done and performed at the
times and in the manner specified herein, then this obligation shall be null and void,
otherwise it shall be and remain in full force and effect; and in the event said Contractor
fails to fully perform all requirements in accordance with the terms and conditions of said
Agreement, then surety shall enforce performance by the Contractor or shall pay the
Orange County Transportation Authority for the same in an amount not exceeding the
amount specified in this bond; and, further, if in the event suit is brought upon this bond
then said surety shall pay the Orange County Transportation Authority for reasonable
attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished,
whether or not made pursuant to the terms of said contract, shall not in any way release
either the Contractor or the surety there under, nor shall any extensions of time granted
under the provisions of said contract release either the Contractor or the surety, and
notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 201_.

(SEAL)

(Contractor)
By _____

Approved:

(Title)

(SEAL)

(Surety)
By _____

FORM K: PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority,
State of California, in the sum _____
Dollars, (\$_____), lawful money of the United States of America, for
the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the "FEDERAL PUBLIC WORKS FHWA" as specified in said Agreement, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of said Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then said surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 64 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Sections 8150 – 8154, inclusive and Sections 9550 - 9566, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

PAYMENT BOND, PAGE 2

WITNESS our hands this _____ day of _____, 201____.

(SEAL)

(Contractor)

By _____

(Title)

Approved:

(Surety)

(SEAL)

By _____

FORM L: OPERATIONS AND MAINTENANCE BOND

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority, a public entity of the State of California ("AUTHORITY"), has awarded _____, a corporation organized under the laws of _____ ("Principal") an Agreement to design, implement, operate and maintain a toll collection system ("Toll Services") for the I-405 Express Lanes and the 91 Express Lanes;

AND WHEREAS, Principal and AUTHORITY have entered into a Toll Services Agreement bearing the date of _____ ("Agreement") to provide Toll Services in accordance with the terms of the Agreement;

AND WHEREAS, it is one of the conditions to achieving TCS Acceptance under the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties"), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Agreement is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Agreement.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Agreement, including any and all amendments, supplements, and alterations made to the Agreement as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the Agreement with respect to the O&M Work (including the Software Maintenance where AUTHORITY exercises the Software Maintenance Option),

including its liability for Liquidated Damages and warranties as specified in the Agreement, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Agreement, or in the work to be performed with respect to the O&M Work, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Agreement, or any rescission or attempted rescission of the Agreement or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the Agreement, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the work covered by this Bond in accordance with the terms and conditions of the Agreement, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Agreement then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the work for and on behalf of the Surety without AUTHORITY's express written consent, in its sole discretion), arrange for a contract meeting the requirements of the Agreement between such contractor or contractors and AUTHORITY, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the Agreement Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 6 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive O&M Work required to be performed during the O&M Term with respect to those obligations of Principal which survive the O&M Term.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

EXHIBIT L

FORM OF OPERATIONS AND MAINTENANCE PAYMENT BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority, a public entity of the State of California ("AUTHORITY"), has awarded to _____, a corporation organized under the laws of _____ ("Principal") an Agreement to design, implement, operate and maintain a toll collection system ("Toll Services") for the I-405 Express Lanes and the 91 Express Lanes;

AND WHEREAS, Principal and AUTHORITY have entered into a Toll Services Agreement ("Agreement") bearing the date of _____ to complete the Toll Services in accordance with the terms of the Agreement;

AND WHEREAS, it is one of the conditions to achieving TCS Acceptance under the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties"), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$_____) ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Agreement is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Agreement.

2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:

(a) any of the persons named in Civil Code section 9100 involved in performance of the O&M Work as provided for under the Agreement;

(b) any amounts due under the Unemployment Insurance Code with respect to the O&M Work;

(c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or

(d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 or anyone required to be paid by law under the Agreement so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the Agreement for the O&M Work (including the Software Maintenance where AUTHORITY exercises the Software Maintenance Option), as set forth in the Agreement

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Agreement, or in the work to be performed with respect to the O&M Work, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Agreement, or any rescission or attempted rescission of the Agreement or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

_____.

By: _____
Name: _____
Title: _____

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM M: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING CERTIFICATION

Section 2200 *et seq.* of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

1. It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or
2. It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to the Request for Proposals to Design and Construct the I-405 Improvement Project issued by Orange County Transportation Authority.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Title: _____

(This Exhibit is required from the Prime only.)

FORM N: BUY AMERICA CERTIFICATION

OFFEROR'S CERTIFICATE
REGARDING
"BUY AMERICA" REQUIREMENTS
FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS

In order to demonstrate compliance with the Buy America Requirements if the bid is for a contract greater than one hundred and fifty thousand dollars (\$150,000), Offeror shall complete only one of the two statements below:

The	
	Firm name/principal
hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(1), and the applicable regulations in 49 CFR Part 661.	
	Signature
	Name
	Title
	Date

Or:

The	
	Firm name/principal
hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.	
	Signature
	Name
	Title
	Date

Rev Date: 8/14/17

FORM O: RECENT CLIENT LIST

Recent Client List

[illegible]

FORM P: REFERENCE FORMS

Reference Forms Part 1

Proposer shall use this attachment to clearly demonstrate how Proposer meets the minimum qualification requirements for Proposals with regard to Proposer project experience. Each reference provided may be contacted by OCTA. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications.

Proposer's Name:

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).



Implementation



Maintenance

Reference Company/Agency Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager Reference:		
E-mail:		
Alternate Reference*:		
Phone Number:	Fax Number:	
E-mail:		
Alternate Reference Role on Reference Project:		
*Must be completed in addition to the Project Manager reference		
Proposer's role on project and years of participation (mm/dd/yy to mm/dd/yy):		

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to OCTA requirements:

Installed System or Maintenance documented performance, as applicable:

Reference Forms Part 2

Offeror shall use this form to clearly show how Proposer meets the requirements set forth in the RFP for Key Personnel members. References must be provided from an outside agency or company and shall not be an internal Proposer reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited.

Key Project Team Member

**Proposed
Position**

Reference Company Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager:	
E-mail:	
Number of total years' experience of Key Personnel team member in similar role to one proposed for OCTA:	
Reference Project:	
Key Personnel team member role on reference project, including dates of participation and job description:	
Description of reference project location, scope, cost, start / end dates, etc.:	
Operational functionality and size of operations (accounts, transactions; notices...)	
Key Personnel team member's major contributions and highlights:	
Key personnel involved and role who are also proposed on OCTA's project:	

FORM Q: LIST OF SUBCONTRACTORS

List of Subcontractors

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

