



**A PROJECT OF
THE LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES JOINT
BOARD TO PROVIDE, OPERATE, MANAGE, AND MAINTAIN A TOLL
COLLECTION SYSTEM AND PROVIDE BACK OFFICE TOLL
COLLECTION AND CUSTOMER SERVICE FOR LOUISVILLE-
SOUTHERN INDIANA OHIO RIVER BRIDGES**

TOLL SERVICES AGREEMENT

Indiana Finance Authority

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Tolls Services Agreement

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TOLL SERVICES AGREEMENT

This Toll Services Agreement (“Contract”) is entered into by and between the Indiana Finance Authority (“IFA”), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, as the entity designated to procure this Contract by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board (“Joint Board”), and _____, a _____ organized under the laws of _____ (“TSP”), executed as of _____, 2015 (“Execution Date”), and effective on the date of issuance of the Notice to Proceed (“Effective Date”), with reference to the definitions contained in Exhibit A hereto and the following recitals:

A. The State (acting through the Indiana Parties) and the Commonwealth (acting through the Kentucky Parties) have joined together to improve cross-river mobility in the Louisville-Southern Indiana region through implementation of the Ohio River Bridges Project. The States’ Parties are parties to the Bi-State Development Agreement and the Interlocal, which agreements established the Joint Board to act on their behalf to implement joint toll operations for the Ohio River Bridges Project by acting through one or more of the States’ Parties.

B. The Ohio River Bridges Project is comprised of three Bridges: (a) the new Downtown Bridge; (b) the East End Bridge; and (c) the existing Kennedy Bridge. The New Downtown Bridge and the Kennedy Bridge reconstruction are being designed and constructed pursuant to the DB Contract between KYTC and the DB Contractor. The East End Bridge is being developed, designed and constructed pursuant to the PPA for the design, construction, finance, operation and maintenance of the East End Crossing between IFA and the Developer. The East End Crossing is a new greenfield bridge design, construction, operation and maintenance project. The Downtown Crossing consists of the new greenfield design construction, operation and maintenance of the New Downtown Bridge, the redecking of the existing structure of the Kennedy Bridge, reconfiguring the Kennedy Bridge’s traffic lanes to carrying only southbound traffic, and operation and maintenance of the Downtown Bridges in the Downtown Bridges Final Traffic Configuration.

C. The Joint Board has authorized and delegated to IFA the primary responsibility for administration and oversight of procurement of this Contract requiring TSP to complete the Project, which Project includes providing the TCS (including all necessary roadside lane equipment except for the Joint Board-Provided ETC Equipment), the BOS, the CSC, two WUCs, and the VES for the Ohio River Bridges Project. The Project includes configuring, installing, integrating, testing and using certain roadside lane equipment and transponders that will be supplied by the ETC Contractor pursuant to a separate agreement between the ETC Contractor and the Joint Board. The Project requires the TSP to operate and maintain all of the roadside lane equipment, including that supplied by the ETC Contractor, as well as all other

equipment, systems, and centers necessary to comply with the Contract requirements, as detailed in the Technical Requirements.

D. A matrix summarizing the general allocation of responsibilities for the Ohio River Bridges Project and the Project among the Joint Board, the Developer, the DB Contractor, the ETC Contractor and the TSP is set forth in Exhibit B hereto.

E. Pursuant to Indiana Code §8-15.5 et seq., as amended and other applicable provisions of law in effect on _____, 2015, IFA issued the RFP on behalf of the Joint Board, and on January __, 2015, IFA received ___ proposals. The Evaluation Committee determined that TSP was the proposer that best met the selection criteria contained in the RFP, and that its proposal (“Proposal”) was the one that provided the best value to the Joint Board. TSP’s Proposal consisted of a Technical Proposal and a Price Proposal. The Technical Proposal is referred to herein as the “Proposal.”

F. The parties intend for this Contract to be a comprehensive agreement obligating TSP to perform all Work to complete the Project, as more particularly described in the Technical Requirements, including completing the TCS Installation Work by the Completion Deadlines, providing the maintenance support services, and performing all Operations and Maintenance Work, all for the individual TCS Contract Price Components, and collectively for the Contract Price, specified in the Price Sheets set forth in Exhibit C, subject only to certain specified limited exceptions. In order to allow the Joint Board to budget for and finance the Project, and to reduce the risk of cost overruns, this Contract includes restrictions affecting TSP’s ability to make claims for increases to the Contract Price and the individual TCS Price Components, or extensions of the Completion Deadlines. TSP has agreed in this Contract to assume such responsibilities and risks and has reflected the assumption of such responsibilities and risks in the prices specified in the Price Sheets.

G. The PPA provides that the Developer at all times shall coordinate and cooperate, and require its contractors to coordinate and cooperate, with TSP in connection with its activities relating to the installation and testing of the TCS, and the Developer shall make the Project Site available to TSP for installation and testing of the TCS not later than 120 days prior to the anticipated date of “substantial completion” of the Developer’s construction of the East End Bridge, as defined in the PPA. The PPA provides that the IFA shall commence making availability payments to the Developer upon such substantial completion date. Based upon the current construction schedule, the East End Bridge is expected to open to traffic not later than October 31, 2016.

H. The DB Contract provides that the DB Contractor shall coordinate and cooperate with the TSP throughout the course of construction. It is currently anticipated that the New Downtown Bridge will be open to traffic by April of 2016. The construction of the Downtown Bridges must be “substantially complete” as defined in the DB Contract by no later than December 9, 2016.

I. Tolling will commence on the earlier to occur of the opening of the East End Bridge to traffic, or on substantial completion of the Downtown Bridges.

J. If TSP fails to complete the TCS Installation Work in accordance with the TCS Completion Deadlines established in the Contract Documents, then the States' Parties and the members of the public represented by the States' Parties will suffer substantial losses and damages. The Contract Documents provide that TSP shall pay the Joint Board substantial Liquidated Damages if completion of the TCS Installation Work is delayed beyond the TCS Completion Deadlines.

K. The TCS's accuracy and reliability is of paramount importance to the States' Parties ability to finance and build bridges and highways in order to meet their respective and mutual infrastructure needs. The Joint Board and the States' Parties will suffer substantial losses and damages if the TCS does not meet the Performance Requirements. The Contract Documents provide that TSP shall pay the Joint Board substantial Performance Liquidated Damages and Performance Stipulated Damages if the TCS does not meet certain of the Performance Requirements.

L. The Public Finance Director of IFA has been authorized to enter into this Contract pursuant to the Governor of Indiana's designation of the TSP in accordance with IC 8-15.5-4-11(c) and approval of the Contract in accordance with IC 8-15.5-5-1(b).

NOW, THEREFORE, in consideration of the sums to be paid to TSP by the Joint Board, the foregoing premises and the covenants and agreements set forth herein, the parties hereby agree as follows:

SECTION 1. CONTRACT COMPONENTS; INTERPRETATION OF CONTRACT DOCUMENTS

1.1 Certain Definitions

Exhibit A hereto contains the meaning of various terms used in the Contract Documents. Depending upon the context, in this Contract references to the Joint Board mean the Joint Board, IFA as the procuring agency, and/or INDOT and/or KYTC as the States' Parties with responsibility for oversight and administration of TSP's work in connection with the Project.

1.2 Order of Precedence

The term "Contract Documents" shall mean the documents listed in this Section 1.2. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below.

(a) For TCS Installation Work not involving civil construction work and/or installation that is considered a public work:

1. Amendments and Change Orders;
2. Contract (including all exhibits other than Exhibits B and D);
3. Technical Requirements (excluding all diagrams in the Technical Requirements);
4. Attachments to the Technical Requirements;
5. Diagrams in the Technical Requirements;
6. TSP's Commitments and Clarifications set forth in Exhibit D;
7. Proposal (including all modifications thereto set forth in Exhibit D).

(b) For civil construction and installation elements of the TCS Installation Work, "Joint Board Standards" shall be listed as item "7" above, and the Proposal shall be renumbered as Item 8. The approved Roadside and Network Installation Plan, and design and construction elements of the WUC Buildout Plan, shall also be considered Contract Documents and shall be added following the Proposal in the order of precedence, provided that (i) specifications contained therein shall have precedence over plans, and (ii) any deviation in such plans shall have priority over conflicting requirements of the Contract Documents if and only to the extent the conflicts are specifically identified in the approval of such plans.

(c) For Operations and Maintenance Work:

1. Amendments and Change Orders;
2. Contract (including all exhibits other than Exhibits B and D);
3. Performance Requirements in TR Section PR;
4. Technical Requirements (including the Joint Board-approved Business Rules which, upon approval by the Joint Board shall be incorporated into and become a part of the Technical Requirements) other than the Performance Requirements in TR Section PR and diagrams in the Technical Requirements;
5. Attachments to the Technical Requirements;
6. The approved plans listed in TR Section TP as the same are applicable to the Operations and Maintenance Work, each of which shall be approved by the Joint Board pursuant to the TR Requirements and incorporated by reference into Exhibit D to this Contract;

7. Other exhibits that are Contract Documents;
8. TSP's Commitments and Clarifications set forth in Exhibit D; and
9. Proposal (including all modifications thereto set forth in Exhibit D).

(d) Portions of the Reference Information Documents are referenced in the Contract Documents for the purpose of defining requirements of the Contract Documents. In such cases, the referenced portion of the relevant Reference Information Documents shall be deemed incorporated in the Contract Documents to the extent that it is so referenced, with the same order of priority as the Contract Document in which the reference occurs.

(e) In determining whether a conflict exists between the Proposal and other Contract Documents, to the extent that the Proposal can reasonably be interpreted as an offer to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contains terms which the Joint Board considers to be more advantageous than the requirements of the other Contract Documents, the Proposal shall not be considered in conflict with the other Contract Documents, and TSP's obligations hereunder shall include compliance with all such statements, offers and terms.

1.3 Interpretation of Contract Documents

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Codes are to the codified laws of the State; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated, references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate. Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive. TSP acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Proposal, to review the terms and conditions of the Contract Documents and to bring to the attention of the Joint Board any conflicts or ambiguities contained therein. TSP further acknowledges and agrees that it has independently reviewed the Contract Documents with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract Documents. Accordingly, in case of an ambiguity in or dispute regarding the

interpretation of the Contract Documents, they shall not be interpreted or construed against the Person which prepared them, and, instead, other rules of interpretation and construction shall be used. The Joint Board's interim or final answers to the questions posed during the Proposal process for this Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except to the extent they may clarify provisions otherwise considered ambiguous. On plans, working drawings, and standard plans, calculated dimensions shall take precedence over scaled dimensions.

1.4 Referenced Standards and Specifications

1.4.1. Except as otherwise specified in the Contract Documents or otherwise directed by the Joint Board, material and workmanship specified by the number, symbol or title of any standard established by reference to a described publication affecting any portion of the Project shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the Proposal Date.

1.4.2. In interpreting Referenced Standards, the following apply:

(a) References to the project owner shall mean, with (i) respect to any part of the TCS civil improvements, KYTC for Work within the Commonwealth, and INDOT for Work within the State, and for any other Work, the Commonwealth, the State and/or the States' Parties, as the context so requires.

(b) References to "plan(s)" shall mean all relevant parts of the approved plans that the TSP is required to deliver pursuant to TR Section TP.

1.5 Explanations; Omissions and Misdescriptions

TSP shall not take advantage of or benefit from any apparent Error in the Contract Documents. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed, described or explained in the Contract Documents, TSP shall request in writing such further written explanations from the Joint Board as may be necessary and shall comply with the explanation provided. TSP shall promptly notify the Joint Board in writing of all Errors which it may discover in the Contract Documents, and shall obtain specific instructions in writing from the Joint Board regarding any such Error before proceeding with the Work affected thereby.

1.6 Computation of Periods

References to "Days" or "days" contained in the Contract Documents shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified in the Contract 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. Notwithstanding the foregoing, requirements contained in the

Contract Documents relating to actions to be taken in the event of an emergency and other requirements for which it is clear that performance is intended to occur on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a non-business day. The term “business days” shall mean Days on which the IFA is officially open for business.

1.7 Standard for Approvals

In all cases where approvals or consents are required to be provided by the Joint Board or TSP hereunder, such approvals or consents shall not be withheld unreasonably except in cases where a different standard (such as sole discretion) is specified. In cases where sole discretion is specified the decision shall not be subject to dispute resolution hereunder.

1.8 Federal Requirements

The Work to be performed under this Contract will be financed in part with federal funds and therefore is subject to federal statutes, rules and regulations applicable to work financed with federal funds, including the federal requirements set forth in Exhibit F. In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal requirements shall prevail and take precedence over and against any such conflicting provisions.

SECTION 2. TSP'S SCOPE OF WORK AND RESPONSIBILITY; REPRESENTATIONS, WARRANTIES AND COVENANTS; BUSINESS RULES

2.1 TCS Installation Work Requirements

2.1.1. General Scope of TCS Installation Work

2.1.1.1. TSP shall perform and provide all the TCS Installation Work upon issuance of the NTP, on a turnkey basis as set forth in the Contract Documents. The TCS Installation Work includes all Work required to provide, configure, construct, install, integrate, fabricate, and assemble the TCS, and to test and verify that the TCS meets all requirements of and is capable of performing in conformance with the Technical Requirements, and otherwise complies with the requirements of the Contract Documents. Unless otherwise provided in the Contract Documents, TSP shall provide and pay for all labor, management, supervision, materials, equipment, tools, software, licenses, utilities, transportation and other facilities and services and efforts necessary for proper completion of the TCS Installation Work, as well as the TSP Insurance and the Payment and Performance Bond required hereunder. Subject to the terms of Section 13, the costs of all TCS Installation Work, including such permits and Regulatory Approvals as may be required to perform the TCS Installation Work, other than Joint Board Provided Approvals and necessary FCC radio operating license(s) are included in the total Toll Collection System Capital Price for the TCS Installation Work that is set forth in Exhibit C.

2.1.1.2. TSP shall plan, schedule, and execute all aspects of the TCS Installation Work and shall coordinate its activities with all parties who are directly impacted by such Work, as generally depicted in the Responsibility Matrix in Exhibit B. TSP shall document and report all TCS Installation Work in accordance with the requirements set forth herein and in the relevant approved Project Plans listed in TR Section TP, including the Roadside and Network Installation Plan, Back Office Installation Plan, TOC System Plan, Safety Plan, Training Plan, Transition Plan, Project Management Report, Quality Management Plan, Configuration and Change Management Plan, and Testing and Commission Plan. TSP shall submit and obtain Joint Board approval of a monthly Project Management Report during the Installation and Delivery Phase. TSP shall timely make all submittals required by the Contract Documents in accordance with performance of the Installation Work, and all such submittals shall be accurate and complete.

2.1.1.3. The TCS Installation Work includes configuring the TCS ("Configuration Work," as provided in Section 2.1.2), and TSP shall install and construct the TCS as configured, in accordance with all professional principles and construction practices generally accepted as standards of the industry in the State and in the Commonwealth, in a good and workmanlike manner, free from defects, and in accordance with the terms and conditions set forth in the Contract Documents.

2.1.2. Configuration Work

2.1.2.1. General. TSP shall perform all Configuration Work in accordance with the Contract Documents. The Configuration Work shall include the preparation of System Documentation that is consistent with and develops in detail the intent of the TR.

2.1.2.2. System Documentation. Upon receipt of the Notice to Proceed, TSP shall commence preparation of the System Documentation listed in TR Section TP, in accordance with the time frames listed in such Section TP or such shorter time frames as may otherwise be specified in the approved Project Schedule. The System Documentation shall be based on and demonstrate compliance with the parameters set forth in the TR, shall contain sufficient detail so they can reasonably be approved by an engineer registered in the discipline to which such plans, drawings and specifications pertain, shall contain sufficient detail to permit inspection and approval of the Work by the Joint Board, and shall comply with the following Configuration Work Requirements):

- (a) Applicable INDOT standards for work in Indiana OR applicable KYTC standards for work in Kentucky;
- (b) All applicable Laws;
- (c) All Regulatory Approvals; and
- (d) All applicable provisions of the Contract Documents.

2.1.2.3. Licenses. TSP shall perform the Configuration Work for any civil construction elements of the TCS Installation Work under the responsible charge of Registered Professional Engineers in the State and/or the Commonwealth, as appropriate, and all such elements of the Configuration Work shall be stamped by Registered Professional Engineers licensed in the State and/or the Commonwealth, as appropriate.

2.1.2.4. Joint Board Review

(a) Review Process. Upon the Joint Board's request, TSP shall provide the Joint Board with the opportunity to perform "over-the-shoulder" reviews of the design and configuration in progress. The over-the-shoulder reviews may be conducted in the office of TSP or its Subcontractors located in Indiana or Kentucky and in the presence of TSP's relevant personnel, with the intent to minimize disruption of on-going Configuration Work. The reviews may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports or other documents as determined by the Joint Board. The Joint Board shall reasonably coordinate with TSP in connection with such over-the-shoulder reviews in order to help TSP identify the appropriate personnel for such reviews.

TSP shall submit all required plans, System Documentation and test results for formal review, comment and approval or disapproval, as the case may be, by the Joint Board in accordance with the Approval Process set forth in Section 3. Each submission of the System Documentation shall include a statement that to the best of TSP's knowledge such System Documentation complies with Section 2.1.2.2.

(b) Standards for Review and Approval/Disapproval. The Joint Board's review of, comments on and approval, conditional approval or disapproval of System Documentation submitted by TSP shall be based only on (i) the Configuration Work requirements set forth in the Technical Requirements and approved Plans, (ii) statutory and regulatory non-discretionary standards relating to public health, safety and welfare, or (iii) Minor Revisions. Conditional approvals and disapprovals based on any of the foregoing standards shall not entitle TSP to any Claim or Change Order.

2.1.3. Installation Work

2.1.3.1. Compliance. The Installation Work shall comply with the following Installation Work Requirements:

- (a) Technical Requirements;
- (b) Approved Plans and other approved System Documentation;
- (c) Applicable INDOT standards for civil construction work in Indiana and Applicable KYTC standards for civil construction work in Kentucky;
- (d) INDOT approved deviations for civil construction work in Indiana or KYTC approved deviations for civil construction work in Kentucky;
- (e) All applicable Laws;
- (f) All Regulatory Approvals;
- (g) All applicable provisions of the Contract Documents.

2.1.3.2. Contractor Licenses. To the extent required under applicable Laws, TSP shall perform TCS Installation Work at the Project Site with contractors licensed in the State or the Commonwealth, as appropriate.

2.1.3.3. TCS Installation Work at the Project Site.

(a) TSP shall confine its operations at the Project Site to the areas and structures permitted by the Contract Documents, applicable Law and Regulatory Approvals. To the extent TSP's Installation Work at the Project Site involves areas over which the DB Contractor or the Developer retains control pursuant to the DB Contract or the PPA, respectively, TSP shall comply with its own safety and security procedures

and with the requirements of DB Contractor's and Developer's respective safety and security manuals and shall request DB Contractor's and Developer's respective directions as to access to and occupancy of such areas, and shall coordinate and cooperate with DB Contractor and Developer, respectively, so as not to interfere with or adversely impact their performance of their work.

(b) TSP shall plan and conduct its operations hereunder at all times so as not to:

i. enter upon, disturb or use any property of any person except with the express permission of, and in compliance with all requirements of, the owner of such property;

ii. damage, close or obstruct any Utility installation, highway, road or other property unless and until all Regulatory Approvals therefor have been obtained; or

iii. disrupt or otherwise interfere with the operation of any telephone line, electric transmission line, improvement or structure unless otherwise specifically authorized by this Contract, applicable Law or any Regulatory Approval.

TSP shall not be entitled to any extension of time or adjustment of the Contract Price on account of TSP's failure to comply with the provisions of this Section 2.1.3.3. All costs in connection with any repairs or restoration necessary or required by reason of unauthorized obstruction, damage or use by TSP or any Subcontractor shall be borne by TSP.

2.1.3.4. Procurement. TSP shall procure and make payment for all equipment, materials and supplies to be furnished for the TCS Installation Work, and TSP shall perform such inspection, receipt, warehousing, expediting, quality surveillance, traffic and other services as are necessary in connection with such procurement. All shipment and transportation costs shall be paid by TSP, and TSP shall, if required, clear equipment through customs and take any other actions necessary to import equipment.

2.1.3.5. Spare Parts. Spare Parts shall be procured, inventoried and stored at the Project Site (or secure Warehouse Facility approved by the Joint Board) by TSP in accordance with TR Section TO and the approved Spare Parts Inventory Plan. The Spare Parts Inventory Plan shall identify quantities of Spare Parts expected to be needed for the TCS and maintenance vehicles during each quarter of the Term, and shall be continually updated, taking into consideration the Spare Parts inventory on-hand at the Warehouse Facility, and a plan for dealing with any Spare Parts that may become obsolete. The Spare Parts Inventory Plan shall assume that upon transition from the Downtown Bridges Temporary Traffic Configuration to the Downtown Bridges Final Traffic Configuration, all equipment that is removed from the additional Equipment Lanes used for the Downtown Bridges Temporary Traffic Configuration shall be placed

into the Spare Parts Inventory. The Total Toll Collection System Capital Price includes all Spare Parts required for the first year of the TCS Operations and Maintenance Term, and the provisions of this Section 2.1.3.5 shall apply to both the Installation Period and the TCS Operations and Maintenance Term. TSP's anticipated Spare Parts Requirements for each year of the Contract Term are set forth in Exhibit C, Sheet G-17. TSP shall ensure that it has on hand at all times an inventory of all Spare Parts anticipated to be required to operate and maintain the TCS in accordance with the Contract Documents for a three months rolling period. Spare Parts held in TSP's inventory shall be fully tested, and TSP shall maintain the Spare Parts in good operating condition at all times during the Contract Term. All Spare Parts in the inventory shall be new unless TSP obtains the Joint Board's prior written approval of an alternative or such Spare Parts were new when used in the Downtown Bridges Temporary Traffic Configuration and then removed and placed into the Spare Parts inventory as permitted by this Section 2.1.3.5. TSP shall take into account anticipated rates of Spare Parts Inventory depletion and the length of time required to procure the various Spare Parts when determining Spare Parts inventory quantities. TSP shall be solely responsible for ensuring that inventory levels are adequate. If during the Contract Term TSP requires the use of Spare Parts in a quantity exceeding, or of a nature not identified in, the Spare Parts Requirements, TSP shall provide such Spare Parts at its own cost and expense and shall not be entitled to reimbursement of the cost of any Major Spare Parts in excess of the quantities identified in the Spare Parts Requirements for any year of the Contract Term, or for any Major Spare Parts not identified in the Spare Parts Requirements. If at any time the Joint Board determines, in its sole discretion, that the rate of failure or time taken to acquire replacements of Spare Parts indicates that the level of inventory maintained with reference to the Spare Parts Inventory Plan is insufficient to ensure the continuous operation of the TCS in accordance with all requirements of the Contract Documents, the Joint Board shall have the right to direct TSP to increase the Spare Parts inventory level, at TSP's sole cost and expense. The cost of Components is included in the Total Toll Collection System Operations and Maintenance Price, and TSP shall not be entitled to reimbursement of costs attributable to Components supplied during the Term.

2.1.3.6. Utilities. TSP shall arrange and pay for all Utilities including, without limitation, electricity, telephone, sanitation and water, with respect to any of TSP's Work or operations off-site and shall arrange and pay for all telephone and other telecommunication services required or utilized by TSP at the Project Site. TSP shall bear the cost of all such Utilities and other supplies, consumables and services required by TSP and its Subcontractors for the performance of the Work, provided, however, that the Joint Board shall reimburse TSP for the actual cost of the Utilities listed on Exhibit H as Pass-Through Cost Item expenses. The provisions of this Section 2.1.3.6 shall apply during both the Installation Period and the TCS Operations and Maintenance Term.

2.1.3.7. Integration of Work by Others. To the extent the TCS Installation Work depends for proper execution or results upon construction or operations by DB

Contractor or Developer, TSP shall provide DB Contractor and Developer requested information in connection therewith, shall participate with and assist the Joint Board in inspection, testing and acceptance of elements of the Bridges that are related to the Work, and shall, prior to proceeding with that portion of the TCS Installation Work, inspect and promptly report to the Joint Board any discrepancies or defects in such construction or operation of which TSP has knowledge that would render it unsuitable for proper execution of Work by TSP. The Joint Board shall reasonably coordinate with TSP in connection with such inspections and shall reasonably attempt to have such inspections done reasonably efficiently. Notwithstanding the division of responsibilities as shown in Exhibit B, TSP shall be responsible for validating that all of its Work integrates with any work performed by others to produce a comprehensive TCS that is consistent with the Technical Requirements; provided, however, that so long as the TSP has undertaken the Work in compliance with the Contract Documents and has complied with its obligations to coordinate, review, advise, inspect, test and assist the Joint Board and the States' Parties with respect to the portions of the Bridges done by the DB Contractor and Developer that are related to the Work and the TCS, the TSP shall not have any liability with respect to the design, construction and performance of the portions of the Bridges undertaken by the DB Contractor and Developer.

2.1.3.8. Prevailing Wage.

(a) TSP shall pay or cause to be paid to all workers employed by it or its Subcontractors to perform the TCS Installation Work not less than the highest prescribed prevailing rates of wages, as provided in the statutes and regulations applicable to public construction projects and public work contracts, including IC 5-16-7, KRS § 337.505 *et seq.*, to the extent provided in Exhibit F (Federal Requirements), the Davis-Bacon Act and statutory common wage law(s) applicable to the Project. For purposes of clarity, (i) as between the prescriptions under the Davis-Bacon Act (if applicable) and the "Common Wage" prescribed pursuant to IC 5-16-7, the "prevailing rate of wages" shall be, in respect of each labor category, the higher value prescribed and (ii) notwithstanding any term of this Contract to the contrary, to the extent that FHWA and the U.S. Department of Labor approve project-specific wage rates for the Project, then TSP shall pay, and shall cause all Subcontractors to pay, such project-specific wage rates when performing or when contracting for the performance of any of TSP's obligations under this Contract. TSP shall comply and cause its Subcontractors performing Installation Work that is construction of a public work under applicable law to comply with all Laws pertaining to prevailing wages, including arranging for a "Common Wage" hearing pursuant to IC 5-16-7. The provisions of Attachment 2 to Exhibit F (Federal Requirements) shall apply to the Project and to all covered classifications of employees regardless of the contractual relationship between TSP or Subcontractors.

(b) TSP shall comply and cause its Subcontractors performing Installation Work that is construction of public works under applicable law to comply with all Laws, regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements and of prevailing wage rates.

(c) If it is found that a laborer or mechanic employed by TSP or a Subcontractor has been or is being paid a rate of wages less than the rate of wages required by this Contract to be paid, the Joint Board may declare a TSP Event of Default under Section 16.1.1(d).

2.1.3.9. Prompt Payment to Contractors.

The TSP shall pay each Subcontractor for Work satisfactorily performed within 30 days after receiving payment from the Joint Board for the Work satisfactorily performed by the Subcontractor.

The foregoing payment requirements apply to all tiers of Subcontractors and shall be incorporated into all subcontracts.

2.1.3.10. Suspension and Debarment.

(a) TSP certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State or the Commonwealth. For purposes of this Section 2.1.3.10, the term “principal” for purposes of this Contract means an officer, director, owner, partner, Key Personnel, employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of TSP.

(b) TSP shall deliver to the Joint Board, not later than January 31 of each year of the Contract Term, signed certifications regarding suspension, debarment, ineligibility, voluntary exclusion, convictions and civil judgments from TSP, from each affiliate of TSP (as “affiliate” is defined in 29 CFR § 16.105 or successor regulation of similar import), and from each Subcontractor whose contract amount equals or exceeds \$100,000. The annual certification shall be substantially in the form of clauses 1.a through 1.d of Attachment 6 to Exhibit F (Federal Requirements).

2.1.3.11. Cleaning Up. During performance on-site of the TCS Installation Work, TSP shall keep the Project Site and all structures on the Project Site occupied by TSP in a neat, clean and safe condition. Upon completion of any portion of its Work, TSP shall promptly remove from the Project Site and from such structures all its equipment, temporary structures, and surplus materials not required to be used at or near the same location during later stages of the Work. As a condition to Tolling Readiness and prior to payment therefor, TSP, at its expense, shall satisfactorily dispose of all its surplus materials and rubbish, remove all tools, machinery, construction equipment and materials belonging to TSP, and leave the Project Site and all structures thereon occupied by TSP in a neat, clean and safe condition. In the event TSP fails to commence to comply with any of the foregoing within five days after notice from the Joint Board, the Joint Board may accomplish the same at TSP’s expense.

2.1.3.12. Security and Safety.

(a) Not later than 90 days following issuance of the NTP, TSP shall submit the Safety Plan required by TR item TP-009 to the Joint Board for its review, comment and approval. The Joint Board shall have the right to review and comment upon the safety and security manual and any changes thereto proposed by TSP prior to the implementation of such plan or any such changes.

(b) TSP shall be responsible for safety and security of its own personnel, Work, equipment and materials in accordance with the Safety Plan, and for the safety and security of any other persons involved in the testing activities outlined in TR Section TP, and for persons visiting or working in the CSC or a WUC. TSP shall be responsible for initiating, maintaining and providing supervision of safety and security precautions and programs in accordance with the Safety Plan and in accordance with applicable Laws. Whenever TSP's operations create a condition hazardous to the public, TSP shall cause to be furnished, erected and maintained such temporary railings, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

(c) If an emergency affecting the safety of persons or property arises, TSP shall act to prevent threatened damage, injury or loss. Notwithstanding the foregoing, TSP shall comply with any directions given by the Joint Board to remove an immediate and present threat to the safety of life and property where such immediate and present threat relates to or arises out of the System or TSP's scope of services under this Agreement, and TSP shall permit the Joint Board to take action to remove an immediate and present threat to the safety of life and property or to remove any condition that the Joint Board believes poses an imminent danger to public health or safety; no such action shall expose the Joint Board to any liability to any TSP Party or entitle TSP to any other remedy (except as expressly provided in Section 13), it being acknowledged by TSP that the Joint Board has a paramount public interest in providing and maintaining public safety.

2.1.3.13. As Built System Documentation. Within 30 days following the completion of System Acceptance Testing or any earlier termination of this Contract for any reason (whichever is applicable), TSP shall deliver to the Joint Board a complete set of As-Built System Documentation for the TCS, which shall comply with the specifications set forth in the TR.

2.2 Maintenance Work Requirements

2.2.1. Maintenance of TCS

During the TCS Operations and Maintenance Term, TSP shall maintain and repair the TCS in accordance with the TR, performing all preventive maintenance, routine maintenance and making all adjustments, repairs, overhauls and replacements

necessary to keep the TCS in good working order and in operation at all times and to satisfy the Performance Requirements. TSP shall perform such maintenance and repair in accordance with the provisions of the approved Maintenance and Support Plan and in accordance with the approved Safety Plan, Quality Management Plan, Configuration and Change Management Plan, and Maintenance of Traffic Plan, and other requirements of the Contract Documents. TSP shall maintain, rebuild, repair, restore or replace all work, including System Documentation, Software, Hardware, materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during operation of the Project that is damaged prior to the date TSP's maintenance responsibility ends, regardless of who has title thereto under the Contract Documents and regardless of the cause of the damage, at no additional cost to the Joint Board beyond payment of the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7) as specified in the Price Sheets in Exhibit C, except to the extent that the Joint Board is responsible for such costs in accordance with the express terms of this Contract. TSP acknowledges and agrees that to the extent that System sensors are located within pavement or Bridge decking, the cost of repairs to the pavement or Bridge decking necessitated by TSP's sensor maintenance and repair activities are expressly included within TSP's maintenance and repair obligations under this Section 2.2.1 and the TR. The standard for such pavement repair shall be, as to repairs in Kentucky, the standard practices of KYTC, and as to repairs in Indiana, the standard practices of INDOT. TSP shall pay the cost of such pavement and Bridge decking repairs upon receipt of an invoice for such costs, and the Joint Board shall have the right to deduct the amount of any such unpaid invoices from compensation otherwise owing to the TSP pursuant to this Contract. For clarification, TSP shall not be responsible for the cost of pavement and Bridge deck repairs except as the same are necessitated as a result of the TSP's Work. TSP shall coordinate with the Joint Board and notify the Joint Board of planned inspections, maintenance and repairs of the Toll Collection System requiring any significant shutdowns of equipment, and TSP shall use diligent efforts to schedule any such shutdowns in such a manner as to minimize disruption of tolling operations. TSP shall notify the Joint Board at least 10 business days in advance of any scheduled closure of any toll lanes required to perform maintenance, and no such maintenance activity shall result in a complete closure of all toll lanes on a bridge or approach unless such closure is required in accordance with the TCS Maintenance of Traffic Plan to prevent the loss of toll revenues. In the event unscheduled maintenance or repair work is required in order to continue or restore the full operation of the TCS, TSP shall perform such work as necessary on a round-the-clock basis, regardless of weekends or holidays, provided, however, that roadside work will not be permitted on the days of the following regional events without written approval of the Joint Board, in its sole discretion: (i) Derby Festival Thunder Over Louisville (roadside Installation Work may recommence at 10:00 a.m. the following Day); and (ii) the day before (Oak's Day) and the day of the Kentucky Derby (the first Saturday in May; roadside Installation Work may recommence at 10:00 a.m. on the day following the Kentucky Derby).

2.2.2. Additional Operations and Maintenance Responsibilities

(a) TSP shall collect and analyze data, and perform diagnostic analysis of failures and trend analysis, as necessary to ensure that each of the Performance Requirements in TR Section PR are satisfied on a continual basis, and shall report on TCS activities in the Monthly Operations and Maintenance Report to be submitted to the Joint Board for review and approval pursuant to TR Section TP, including operating statistics, accuracy and availability, inventory, and such other information as requested by the Joint Board in such reports, and with such frequency as is specified in the TR. TSP shall keep detailed maintenance records and inventory data to permit the Joint Board to ascertain TSP's compliance with the Contract Documents' requirements and shall furnish copies of such documents upon request, in accordance with TR Section OM. TSP shall timely make all submittals required by the Contract Documents in accordance with performance of the Maintenance Work, and all such submittals shall be accurate and complete.

(b) TSP shall train new maintenance and supervisory personnel prior to transition to operations and maintenance of the Toll Collection System by the Joint Board or another operator. A plan for such training shall be included in the End of Contract Transition Plan that TSP is required to deliver pursuant to TR Section TP. TSP shall make no change in the design or configuration of the TCS as accepted by the Joint Board without the express written consent of the Joint Board, in its sole discretion.

2.2.3. Corrective Action

(a) If the minimum TCS performance levels defined in TR Section PR are not met in any calendar month, or performance records (including any Monthly Operations and Maintenance Report or any other performance audit report) indicate they either have not been or will not be met, TSP shall promptly notify the Joint Board in writing and shall take immediate corrective action to mitigate the cause at TSP's sole cost and expense (except TSP shall not bear the cost as expressly provided herein with respect to (i) Latent Defects in Joint-Board Provided ETC Equipment as described in Section 13.7.1.8 or (ii) Major Spare Parts). If the immediate corrective action is unsuccessful, TSP shall undertake a study, at its expense, to determine the causes and propose a plan to correct the problem at TSP's sole cost and expense.

(b) In addition to its rights in the preceding paragraph, in the event of an emergency requiring immediate curative action or a situation which poses a significant safety risk to the public at the roadside or a WUC, or significant potential revenue loss (as determined by the Joint Board, in its sole discretion), the Joint Board shall have the right, but not the obligation, to perform or have performed by third parties the necessary work or remedy, and the costs thereof that relate to the System, the WUC, the roadside, the Work or the services under this Agreement, shall, subject to Section 13, be borne by TSP; provided, however, that the Joint Board shall take reasonable efforts to incur reasonable costs in undertaking, or having a third party undertake, such work.

Alternatively, the Joint Board may deduct the amount of such costs and expenses from any sums owed by the Joint Board to TSP pursuant to this Contract. The Joint Board shall notify the TSP promptly of any determination by the Joint Board to make such deduction. The foregoing shall not limit or modify the Joint Board's rights to any Performance Liquidated Damages and Performance Stipulated Damages that may arise out of such failure, which are in addition to the obligations to undertake and pay for such corrective action.

2.2.4. Transfer of Operations and Maintenance to Joint Board at End of TCS Operations and Maintenance Term

2.2.4.1. Training of Personnel.

TSP shall train the Joint Board personnel or the personnel of a Joint Board-designated organization to maintain the Project, such training to be initiated at least 9 months prior to the end of the TCS Operations and Maintenance Term, in accordance with the approved End of Contract Transition Plan required pursuant to TR Section TP. TSP shall provide qualified instructors who will prepare the course material including the latest modifications, equipment changes, maintenance updates, and any revised maintenance procedures, and may enlist major Subcontractors or Suppliers to augment TSP's own trainers. Literature, training aids, and equipment used in training shall be turned over to the Joint Board at the termination of the TCS Operations and Maintenance Term. The training shall be designed with the objective that within 3 months of the start of the training, but no later than 90 Days prior to the end of the TCS Operations and Maintenance Term, there shall be sufficient quantity of personnel trained so that the Project (excluding Work performed exclusively at the BOS and CSC) can be completely run without TSP's personnel. It shall include classroom and hands-on experience.

2.2.4.2. Continued Stocking of Parts.

At the end of the TCS Operations and Maintenance Term, the Spare Parts Inventory shall be fully stocked and complete (including substitution with suitable alternatives for any such Spare Parts that are obsolete). In the event that such inventory is not fully stocked and complete, an amount equal to the cost of restocking and completing such inventory (other than the cost of Major Spare Parts that is to be passed through to the Joint Board), shall be deducted from any payments due TSP. The Joint Board shall notify the TSP promptly of any such deduction. To the extent that the cost of restocking and completing such inventory incurred by the Joint Board exceeds the payments due TSP, such differential shall be paid by the TSP to the Joint Board within 15 Days after the date of termination of the TCS Operations and Maintenance Term.

2.2.5. Coordination of Joint Board Maintenance Activity

The Joint Board shall coordinate with TSP and notify TSP of planned inspections, maintenance, and repairs within a Toll Zone requiring any significant management or diversion of traffic. The Joint Board shall notify TSP at least 30 days in advance of any scheduled repaving or other major scheduled maintenance or repair work, in such area, and at least 10 days in advance of any less extensive scheduled inspection, maintenance or repair work in such area.

2.2.6. Options to Extend TCS Operations and Maintenance Term and to Require Software Maintenance After Termination

The Joint Board shall have one TCS Operations and Maintenance Option to extend the TCS Operations and Maintenance Term for two years, for the TCS Operations and Maintenance Option Price specified in Exhibit C. The Joint Board shall exercise its TCS Operations and Maintenance Option, if at all, by delivery of written notice to the TSP of the Joint Board's election to exercise its TCS Operations and Maintenance Option not fewer than 90 days prior to the scheduled expiration date of the TCS Operations and Maintenance Term. If the Joint Board exercises the TCS Operations and Maintenance Option, the End of Contract Transition Plan shall apply to the end of the TCS Operations and Maintenance Option Period. In addition to the TCS Operations and Maintenance Option, the Joint Board shall have the option ("Software Maintenance Option"), in its sole discretion, to require the TSP to continue to service and maintain the Software, including providing updates and upgrades, from and after the termination of this Contract, whether at the end of the TCS Maintenance and Operations Term or as a result of an earlier termination, for so long as the Joint Board desires to continue to use the Software in connection with the Project (the "Software Maintenance Option Period"). The scope of the Toll System Provider's obligations to service and maintain the Software during the Software Maintenance Option Period, and the terms and conditions governing the performance of such obligations, shall be substantially the same as provided in the Contract Documents with respect to Software maintenance during the TCS Operations and Maintenance Term, and shall include the same services as are required of Toll System Provider to service and maintain the Software during the TCS Operations and Maintenance Term. During the Software Maintenance Option Period the TSP shall continue to provide the Maintenance Performance Bond(s) and Maintenance Payment Bond as required pursuant to Section 8.1.4, and the insurance specified in Section 9, other than the insurance required pursuant to Section 9.1.6. The Joint Board shall exercise the Software Maintenance Option, if at all, by delivery of written notice to the TSP of the Joint Board's election to exercise such option at any time up to the date of termination of the Contract. If the Joint Board exercises the Software Maintenance Option, the Parties shall in good faith attempt to agree upon the price for such services by reference to the itemized cost for elements of work required for Software maintenance set forth in the Price Sheets. If the Parties cannot agree upon such price, it shall be determined pursuant to the methodology for pricing Change Orders set forth in Section 13 of this Contract (but

during the pendency of such dispute, the TSP shall perform the services described herein). If the Joint Board exercises the Software Maintenance Option, the provisions of this Section 2.2.6 shall survive termination of the Contract.

2.2.7. Operations and Maintenance Work

TSP shall operate the TCS during the TCS Operations and Maintenance Term and provide all premises, materials, services and efforts necessary to perform the Operations and Maintenance Work in accordance with the requirements of the Contract Documents and all approved Plans specified in TR Section TP pertaining to the Operations and Maintenance Work, as the same may be revised from time to time pursuant to this Contract, the applicable approved Pass-Through Cost Items Budget, any Change Directive, the State and the Commonwealth's respective current traffic control plans, the requirements of warranties and guarantees provided by suppliers, Subcontractors and vendors, the requirements of insurance policies, applicable Laws and Regulatory Approvals. Except for items specified as Pass-Through Cost Items in Exhibit H, all materials, services and efforts necessary to perform the Operations and Maintenance Work are included in the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7) set forth in the Price Sheets in Exhibit C.

2.2.8. Scope of Operations and Maintenance Work

The scope of the Operations and Maintenance Work is defined in TR Section OM TCS Operations and Maintenance. The Operations and Maintenance Work includes all day-to-day services required for the operation of the TCS and toll processing, collection, violations processing and back-office violations enforcement in accordance with the TR, and all relevant Plans approved by the Joint Board pursuant to TR Section TP, at standards generally accepted in the toll processing and service center industry and meeting or exceeding the Performance Requirements. TSP shall timely make all submittals required by the Contract Documents in accordance with performance of the Operations and Maintenance Work, and all such submittals shall be accurate and complete. The Operations and Maintenance Work also includes provision of all insurance, bonds, warranties, guaranties and other forms of protections required under this Contract. The scope of the Operations and Maintenance Work shall remain in effect for the balance of the TCS Operations and Maintenance Term, subject to such revision, amendment and updating as may be required by the Joint Board (except if incapable of being supported by the final system configuration as indicated in the Final System Documentation) or as may be proposed by TSP and approved in writing by the Joint Board. TSP from time to time may recommend modifications to the Operations and Maintenance Work or level of service. Any such recommendation shall be accompanied by justifications, cost modifications and clear cost-benefit analysis. If such further changes to the Operations and Maintenance Work cause or will cause an increase or decrease in the cost of performing the Operations and Maintenance Work, any adjustment to the TCS Total Toll Collection System Operations and Maintenance

Price and/or the Performance Requirements shall be subject to the provisions of Section 13.

2.2.9. CSC Pre-Toll Operations Work

The Joint Board shall give the TSP 15 days prior notice of the start of the Pre-Toll Operations Period, which start shall be not sooner than the Pre-Toll Operations Readiness Deadline. During the Pre-Toll Operations Period for CSC Pre-Toll Operations Work, TSP shall perform the CSC Pre-Toll Operations Work. TSP shall perform the CSC Pre-Toll Operations Work in accordance with the provisions of the Contract Documents and according to the approved Project Schedule.

2.2.10. TOC Pre-Toll Operations Work

The Joint Board shall give the TSP 15 days prior notice of the start of the Pre-Toll Operations Period, which start shall be not sooner than the Pre-Toll Operations Readiness Deadline. During the Pre-Toll Operations Period for TOC Operations Work, TSP shall perform the TOC Pre-Toll Operations Work. TSP shall provide and supply all labor, supervisory personnel, materials, equipment, Spare Parts, Software, furnishings, supplies and other resources required for performing the TOC Pre-Toll Operations Work according to the approved Project Schedule.

2.2.11. Operations and Maintenance Work During Balance of Term

2.2.11.1. General.

From and after the Revenue Service Date, TSP shall operate and manage the TCS in accordance with the provisions of the Contract Documents, and TSP shall provide and supply all labor, supervisory personnel, materials, equipment, Spare Parts, Software, furnishings, supplies and other resources required for such Work.

2.2.11.2. Notice of Revenue Service Date.

The Joint Board shall give TSP at least 30 days prior written notice of the expected Revenue Service Date and shall promptly notify TSP in writing thereafter of any changes in such expected date. The actual Revenue Service Date shall be established by the Joint Board and shall be evidenced by a Notice of Revenue Service Commencement issued by the Joint Board to TSP.

2.2.11.3. Project Schedule.

The Project Schedule to be developed by TSP and approved by the Joint Board in accordance with TR Section TP within 30 days after NTP, and when approved attached to this Contract as Exhibit J, shall include scheduled dates and times for deliverables, Progress Milestones, testing and commissioning of the TCS. TSP shall perform the Work according to the Project Schedule.

2.2.12. Cooperation With Other Contractors

2.2.12.1. Contractor Transition, Cooperation and Coordination Plan.

TSP acknowledges that prior to the Revenue Service Date and thereafter, other contractors, including the DB Contractor, the Developer and their respective Subcontractors, may be working at or otherwise present on the Project Site during the performance of Work by TSP under this Contract, and use of certain facilities may be interfered with as a result of such concurrent activities. TSP shall cooperate with the Joint Board and such other parties in the performance of concurrent activities, and be responsible for reviewing and coordinating its activities hereunder with the work schedules of other contractors and implementing the provisions of the plan and the concurrent operations of TSP hereunder, the DB Contractor under the DB Contract and the Developer under the Development Contract.

2.2.12.2. Project Site Activities.

Contractor shall confine its operations at the Project Site to the areas permitted by the Contract Documents, applicable Law and Regulatory Approvals.

2.2.12.3. Ongoing Operations and Maintenance.

TSP shall cooperate and coordinate with the Joint Board and its employees, the States' Parties and employees of the States' Parties, and other contractors with respect to the ongoing operation, maintenance, renewal and replacement of the Ohio River Bridges Project.

2.2.13. Security and Safety

2.2.13.1. Safety and Security Procedures.

TSP shall implement the provisions of the Safety Plan and any other Plans concerning safety and security at all times and shall ensure that TSP's employees and Subcontractors conduct operations at the Project Site in such a manner as to minimize the risk of bodily harm to persons or damage to property, and to protect against vandalism, theft, and other similar risks. Without limiting the foregoing, TSP shall maintain, or cause to be maintained, accurate accident and injury reports and shall inform all operating personnel of safety practices and the requirements of TSP's safety program, shall maintain, or cause to be maintained, a supply of suitable safety equipment (including fire extinguishers) and enforce the use of such equipment by operating personnel, shall promptly take all precautions which are reasonable to safeguard against such risks and shall make, or cause to be made, regular safety and security inspections of all TCS facilities.

2.2.13.2. Hazardous Conditions.

Whenever TSP's operations at the Project Site create a condition hazardous to the public, TSP shall cause to be furnished, erected and maintained such temporary railings, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public, in accordance with applicable Joint Board Standards.

2.2.13.3. Emergencies.

If an emergency threatening or resulting in disruption of TSP's operations arises, TSP shall immediately notify the Joint Board, and act in accordance with the applicable State's or Commonwealth's (as relevant) emergency management plans and procedures as identified in the Reference Information Documents, or provided to or known to TSP for dealing with emergencies at the Bridges or Toll Facilities. In addition, TSP shall comply with any directions given by the Joint Board's Designated Representatives or the relevant police or patrol to remove an immediate and present threat to the safety of life and property and shall permit the State and/or the Commonwealth to take action to remove any condition which it believes poses an imminent danger to public health or safety. In the event of an emergency affecting the State and or the Commonwealth, TSP shall assist and coordinate with the State and/or

the Commonwealth as they comply with their duties, including but not limited to the Commonwealth's duties under KRS Chapter 39A as well as any federal declarations of emergency, in addition to any Indiana emergency plans and statutes. The point of contact in Kentucky for the TSP for emergency management is the KYTC Division of Incident Management. The point of contact in Indiana for emergency management is Managing Engineer for Corridor Operations, INDOT Department of Traffic Management (as of the Execution Date, such individual is Edward Cox). Subject to Section 13, no such action shall expose the Joint Board or any States' Party to any liability or entitle TSP to any other remedy, it being acknowledged by TSP that the States' Parties have a paramount public interest in providing and maintaining safe public use of and access to the Ohio River Bridges Project facilities.

2.2.14. Toll Operations

2.2.14.1. General.

During the Operations and Maintenance Term, TSP shall be responsible for all operations related to toll collection, violation processing, and revenue handling and accounting in accordance with the TR, and shall furnish all staffing, supervision, support services, data services and connections, equipment and materials necessary to perform such Work. Toll collection shall begin at the time designated in writing by the Joint Board on the Revenue Service Date.

2.2.14.2. Business Rules, Toll Rate Schedule; Fees and Charges.

(a) The Joint Board, in conjunction with the Tolling Body, shall have the sole and unrestricted right to establish and revise toll rates as often as it deems necessary or advisable in accordance with TR Section RS and to establish separate rates for various axle-based classifications of vehicles. All such rates and classifications shall be set forth in a Toll Rate Schedule issued by the Tolling Body and provided by the Joint Board and any changes to the Toll Rate Schedule shall be evidenced by notice in writing issued by the Joint Board to TSP.

(b) TSP shall collect only those tolls which are authorized under the Toll Rate Schedule and shall permit only such non-paid use of the Bridges as may be specifically designated in the Toll Rate Schedule for exempt vehicles, if any.

(c) The Joint Board shall provide the initial Toll Rate Schedule at least 90 days prior to the scheduled Revenue Service Date, and any revisions thereto shall be provided to TSP no less than 30 days prior to the effective date thereof.

(d) To the extent not governed by the Toll Rate Schedule, the Joint Board, through the Tolling Body, shall have the exclusive right to set and change from time to time the types and amounts of fees and charges to be imposed on customers. The Joint Board shall notify TSP in writing of established fees and charges and changes

thereto, and TSP shall in turn notify transponder and video account customers by approved methodologies and correspondence in a format approved by the Joint Board. TSP shall collect only those types and amounts of account customer fees and charges that are authorized by the Joint Board through the Tolling Body.

(e) The Joint Board shall have the sole and unrestricted right, as often as it deems necessary or advisable, to revise, amend, revoke, modify or supplement the Business Rules, and all Plans that relate to collection and enforcement of tolls charged for the Bridges in accordance with TR Section TP, and to change the toll collection policies and procedures described in such Business Rules and Plans. Any revisions to the Business Rules shall be provided to TSP no less than 30 days prior to the effective date thereof, except for such changes which are necessitated by Law, emergency or safety. TSP shall conform its services to any changes in such policies and procedures that are established in writing by the Joint Board on the effective date of any such change in policies and procedures. The Joint Board shall consult with the TSP regarding any changes the Joint Board desires to make to the approved Business Rules, and if the Joint Board desires any change to a practice or procedure other than those that are Configurable or that are required by the Technical Requirements, the Joint Board shall submit a Request for Change Proposal pursuant to Section 13.

2.2.14.3. Deposit and Transmittal.

TSP shall be entrusted with the responsibility for handling funds of others, documenting financial transactions and maintaining the integrity of financial records in accordance with TR Sections CS-Customer Service, and FR Financial Requirements, and for maintaining certain Project accounts and transferring funds as provided in Section 5. TSP shall have a fiduciary duty to the Joint Board, the States' Parties and users of the Bridges, and shall institute all necessary and proper mechanisms for custody and administration over funds and revenues. Project Gross Revenues are public funds. TSP shall collect all Gross Revenues resulting from the performance of Operations and Maintenance Work hereunder and shall hold such Gross Revenues in trust for the Joint Board until deposited into the accounts specified to receive the same in accordance with the provisions of Section 5, the Flow of Funds Diagram set forth in Attachment C-3 to the TR, and the Custody and Revenue Control Contract to be entered into among the Custodian, the Revenue Control Manager, KPTIA and IFA and TSP, substantially in the form of Exhibit O.

2.2.14.4. Violation Processing.

(a) Subject to the limitations of applicable Law, TSP shall perform all functions necessary to process and enforce toll violations recorded by the BOS in accordance with the applicable provisions of TR Sections CS and BO, the approved Business Rules, and the CSC Operations Plan. The Business Rules shall establish procedures pursuant to which the TSP shall administer and process all hearings and appeals and support collection of Violations through administrative hearings or traffic courts in the

State and the Commonwealth. The TSP shall consult with the Joint Board promptly upon receipt of any Violator's request for administrative review, and shall notify the Joint Board of egregious, chronic violators (as such concepts are articulated or defined through the Business Rules or Joint Board policy), and shall periodically provide a list of such violators to the State and the Commonwealth as provided in the TR. The Joint Board shall have sole discretion to direct that the TSP proceed with or settle any such matter.

(b) If TSP charges a toll, fine or penalty in excess of the applicable rate set forth in the then effective Business Rules, the amount by which the actual charge exceeds the established toll, fine or penalty shall constitute an overcharge. An overcharge shall be returned to the toll customer, where possible, and otherwise shall become the property of the Joint Board. The procedure for refunding overcharges shall be specified in the approved Business Rules consistent with TR Section FR. The Business Rules shall define circumstances in which the Joint Board shall authorize the reduction, compromise and settlement of amounts owed to the Joint Board by Violators. Any reduction, compromise and settlement of an amount owed to the Joint Board in circumstances other than those defined as preauthorized in the Business Rules shall be subject to the Joint Board's prior written approval. If TSP charges a Violator a toll, fine or penalty which is less than the applicable rate set forth in the then effective Business Rules, or is short of funds in its daily reconciliation, then, unless such reduction was attributable to circumstances defined to be preauthorized by the Joint Board, or TSP obtains the Joint Board's prior written consent to compromise a claim, the amount by which the actual charge or deposit is less than the authorized charge or deposit shall constitute a shortage, and an amount equal to the shortage shall be promptly deposited by TSP into the Custodian Account. If such deposit is not made, the Joint Board shall be authorized to deduct the amount of such shortage from its payment of sums otherwise owing to the TSP pursuant to this Contract. In the event of any discrepancy between the Joint Board's and TSP's records regarding the number and types of Violations, the Joint Board's records shall control, subject to dispute resolution pursuant to Section 19.

2.2.14.5. Motorist Privacy.

(a) TSP acknowledges and agrees that privacy of the customers is of paramount importance to the Joint Board and the traveling public. TSP shall provide systems and procedures designed to maintain the toll account and travel records of users of the Bridges as confidential information and in compliance with applicable Laws on notice of privacy practices.

(b) All customer information and data to which TSP may have access or which TSP may obtain in connection with performance of the Work hereunder, and other Project information generated in connection with this Contract, is and shall be the sole property of the Joint Board. TSP shall at all times maintain the strict confidentiality of such information. TSP shall have no right to sell, transfer, disclose or otherwise use

such information for any purpose other than in performance of its duties hereunder. TSP acknowledges that the Project Data and other material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that identifies an individual who is a patron of the Bridges and that is exempt from disclosure to the public or other unauthorized persons under KRS 61.870 to 61.884, Indiana Code 9-21-3.5-13, or other applicable Laws (“Personally Identifiable Information”). Personally Identifiable Information includes any information collected or received from or about any person who is assessed a toll, including things such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers or other contact information, payment information, financial profiles, credit card information, driver’s license numbers, law enforcement records, trip data and any other information that relates to any of these types of information. TSP shall comply with all applicable Laws and Business Rules pertaining to confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection, use or dissemination of Personally Identifiable Information. TSP agrees to hold Personally Identifiable Information in strictest confidence and not to make use of Personally Identifiable Information for any purpose other than the performance of this Contract, including toll violation processing and collection, to release it only to the Joint Board if requested, to authorized agents, employees or Subcontractors requiring such information for the purposes of carrying out this Contract, to authorized collection agencies as necessary to assist their collection of toll violations, or to the Indiana State Police or Kentucky State Police as necessary to assist its enforcement of toll violation traffic infractions, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the Joint Board’s express prior written consent in its sole discretion or as provided by applicable Laws. TSP agrees to release such information or material only to agents, employees, or to Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by the Joint Board in its good faith discretion. TSP agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to Personally Identifiable Information and to implement destruction of records containing Personally Identifiable Information in accordance with the records retention provisions of the Contract Documents.

(c) Immediately upon expiration or termination of this Contract, TSP shall, at Joint Board’s option: (i) certify to the Joint Board that TSP has destroyed all Personally Identifiable Information; or (ii) return all Personally Identifiable Information to the Joint Board; or (iii) take whatever other steps the Joint Board reasonably requires of TSP to protect Personally Identifiable Information.

(d) The Joint Board’s rights to audit and inspect under Section 20 shall include the right to monitor, audit and investigate TSP’s books and records concerning Personally Identifiable Information.

(e) TSP shall disclose in writing to each user of the Bridges for whom TSP holds Personally Identifiable Information TSP’s policies regarding privacy of Personally

Identifiable Information, consistent with this Section. Such disclosure shall be posted on the Project Website through which patrons establish toll accounts in conspicuous fashion. TSP shall comply with the provisions of any applicable Law, including provisions on the content of disclosures and when disclosure must be given, in lieu of the disclosure requirements of this Section. The content of the form of disclosure, and any changes thereto that TSP may make from time to time, shall be subject to the Joint Board's prior written approval.

2.2.14.6. ETC Customer Statements.

TSP shall maintain individual account balances and other information for, and provide individual account statements to, ETC customers as required in TR Sections CS and BO and the approved Business Rules. TSP shall define the proposed forms of all notices and outgoing correspondence required to be prepared by TSP. The final format of all required form letters and standard correspondence shall be subject to the Joint Board's written approval in advance of use.

2.2.14.7. Coordination with Other Interoperable Projects.

TSP will process all E-ZPass Interoperable Transactions in accordance with the Joint Board's protocols, the approved Business Rules with respect to Interoperable Transactions, and TR Sections SA and BO.

2.2.15. Customer Service Centers

TSP shall establish, furnish, operate and maintain the Customer Service Center identified in the Proposal and two WUCs, in accordance with TR Section CS Customer Service. Each such facility shall be established, staffed and in operation by the Pre Toll Operations Readiness Deadline. Where TSP leases any such facility, it shall do so in its own name, at its cost, but shall provide that each such WUC lease shall be fully assignable to the Joint Board as set forth in Section 2.3.10 at no cost to the Joint Board and with liability and obligations thereunder accruing to the Joint Board only after the assignment of such lease to, and the assumption thereof by, the Joint Board. The TSP shall provide the Joint Board with designated work space in the CSC for the Joint Board's use on an as-needed basis in accordance with TR Section CS. The Joint Board reserves the right to approve or disapprove the leased facility and the terms of the lease prior to the TSP entering into the lease.

2.2.16. Procurement and Inventories

2.2.16.1. Procurement Services.

Subject to the Joint Board's right to conduct its own procurement pursuant to Section 2.6 with respect to Pass-Through Cost Items, TSP shall procure and obtain all supplies, tools, Spare Parts, vehicles, consumables, furnishings, and replacement

equipment and materials (other than the Joint Board-Provided ETC Equipment, consisting of readers, antennae and other equipment supplied by the ETC Contractor as specified in Exhibit L) necessary for the operation and maintenance of the TCS. All such equipment, materials and Spare Parts purchased or requisitioned shall be of a quality consistent with Good Industry Practices or as otherwise specified in the TR and the applicable Plan, and shall be warranted by the Supplier in accordance with the TR, and if not specified, consistent with Good Industry Practices, and shall not disclaim the implied warranties of merchantability or fitness for a particular purpose. TSP shall obtain and maintain an inventory of supplies, materials, and Spare Parts at the Project Site in sufficient quantities to ensure the continuous operation of the System.

2.2.16.2. Inspection and Handling.

Supplies, materials, tools, Spare Parts and equipment procured by TSP or otherwise obtained for use in the performance of Work shall be new, and shall be inspected or tested by TSP in accordance with normal applicable industry practices, and any evident defects or deviations shall be noted and handled appropriately. TSP shall promptly return, or cause to be returned, rejected items to the Supplier for credit or replacement. TSP shall ensure the maintenance of safe, secure and segregated storage areas at the Project Site for all supplies, materials, tools, equipment and Spare Parts, and at the approved Warehouse Facility provided pursuant to TP Section TO. TSP shall maintain a system of records to identify each item, its cost, quantity and storage location accessible through the items provided pursuant to TP Section TO; and issuance of items from inventory shall be made under specific work orders pursuant to a work order system to be approved by the Joint Board. TSP shall notify the Joint Board when the TSP receives shipments of Spare Parts so that the Joint Board may, in its discretion, verify and approve that the Spare Parts have been received and properly entered into the MOMS. Within 14 days of request by the Joint Board, TSP shall cause to be performed a complete physical inventory of such items at the Project Site, and shall provide a report thereof to the Joint Board, together with a reconciliation to the preceding such report.

2.2.16.3. Passage and Warranty of Title.

Title to all supplies, tools, Spare Parts, vehicles, consumables, furnishings, equipment and other materials purchased or provided by TSP pursuant to Section 2.2.16.1 shall pass to and vest in the Joint Board without further action of the Parties as provided in Section 10.1. TSP warrants good title to all such items purchased or provided by TSP hereunder and warrants that title when it passes to and vests in the Joint Board as provided herein shall be free and clear of any liens, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of TSP, its Subcontractors or their respective employees, agents or representatives. Notwithstanding the foregoing, this Section shall not apply to title relating to Software, which shall be governed by Section 20.5 and Section 20.6.

2.3 General Obligations of TSP

TSP, in addition to performing all other requirements of the Contract Documents, shall:

2.3.1. Furnish all design, configuration and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts which the Contract Documents expressly specify will be undertaken by the Joint Board or other Persons): (a) to construct, configure, fabricate, assemble, install and integrate the TCS and maintain it during installation and construction in accordance with the requirements of the Contract Documents, the Project Schedule, all Laws, all Governmental Approvals, the approved Plans required pursuant to TR Section TP, and all other applicable safety, environmental and other requirements, taking into account the applicable constraints affecting the Project, so as to meet each of the TCS Completion Deadlines, and (b) otherwise to do everything required by and in accordance with the Contract Documents.

2.3.2. At all times, provide a Program Manager, approved by the Joint Board who (a) will have full responsibility for the prosecution of the Work, (b) will act as agent and be a single point of contact in all matters on behalf of TSP, and (c) will be available to execute instructions and directions received from the Joint Board or its Authorized Representatives.

2.3.3. Comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals applicable to the Work.

2.3.4. Provide such assistance as is reasonably requested by the Joint Board in dealing with any Governmental Entities and in prosecuting and defending lawsuits, administrative hearings and other official proceedings, in any and all matters relating to the Project. Such assistance may include providing information and reports regarding the Project as well as executing declarations and attending meetings and hearings. This provision is not intended to require TSP to provide legal services for the benefit of the Joint Board, except as required to perform the collection agency services described in TR Sections CS and BO.

2.3.5. Comply with, and ensure that all Subcontractors comply with, all requirements of all applicable Laws, including Environmental Laws, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), including any amendments, and the federal requirements set forth in Exhibit F and, upon the Joint Board's request, furnish satisfactory proof of such compliance.

2.3.6. Cooperate with the Joint Board, the States' Parties, the DB Contractor, the Developer, the Joint Board's consultants, and Governmental Entities with jurisdiction over the Project in performing oversight and conducting inspections during the

construction, installation, testing, integration and verification of the TCS and other matters relating to the Work.

2.3.7. Pay, prior to delinquency, all applicable federal, State and local sales, excise, consumer, use and similar taxes, property taxes and any other taxes, fees, charges or levies imposed by a Governmental Entities, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work.

2.3.8. Mitigate delay to the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by resequencing, reallocating, or redeploying TSP's forces to other work, as appropriate.

2.3.9. At all times permit Joint Board's designated personnel to have free and unrestricted access to the Toll Facilities and to all portions of the TCS for monitoring, inspection, testing, observation, traffic management and other purposes, and TSP shall cooperate with the Joint Board with respect thereto. The Joint Board shall also have access at all reasonable times to all records, accounts, logs, reports and other documents and materials maintained by TSP in connection with the Work. The Joint Board shall perform its inspections and reviews at the Toll Facilities in compliance with TSP's safety and security procedures, and in a manner intended to minimize interference with TSP's activities.

2.3.10. Enter into leases for the Warehouse Facility and each Walk-up Center, and if TSP elects to create an independent CSC exclusively for the Project, the CSC, in its own name, subject to the prior written approval of the Joint Board, and shall maintain such leases in good standing on a continuous basis during the Term. Any amendment, modification or termination of the initial leases shall be subject to the Joint Board's prior written approval, in its sole discretion. Each such lease shall include the following requirements: (i) the Joint Board or any States' Party shall be a permitted assignee; (ii) the Landlord shall notify the permitted assignee in case of any default by TSP and the permitted assignee shall have the right but not the obligation to cure such default; (iii) the lease shall not be terminated or amended or modified to shorten the term, change any monetary terms, obligations or liabilities of the permitted assignee, without the permitted assignee's consent; (iv) the permitted assignee shall be named as a third-party beneficiary; and (v) the permitted assignee shall have the right to assume the lease (or step-in) in its own name or in name of a nominee, designee, affiliate or non-affiliate and shall only be responsible for such obligations and liabilities accruing from and after the date of the assumption.

2.4 TSP Representations, Warranties and Covenants

TSP represents, warrants and covenants that:

2.4.1. TSP and its Subcontractor(s) have, and throughout the term of this Contract shall maintain, all required professional ability, skills and capacity to perform the Work,

and shall perform it in accordance with the requirements contained in the Contract Documents.

2.4.2. TSP has evaluated the procedures specified herein with respect to determining the Contract Price, Completion Deadlines, Performance Requirements, Delay Liquidated Damages, Performance Liquidated Damages and Performance Stipulated Damages, and has reasonable grounds for believing, and does believe, that completion of the TCS Installation Work for the Total Toll Collection System Capital Price, and completion of the Operations and Maintenance Work for the Total Toll Collection System Operations and Maintenance Price and within their respective Completion Deadline(s) will be feasible and practicable, and the Delay Liquidated Damages, Performance Liquidated Damages and Performance Stipulated Damages provided for in the Contract Documents with respect to the Operations and Maintenance Work are reasonable.

2.4.3. TSP has, in accordance with prudent and generally accepted practices and prior to establishing the Contract Price, (i) reviewed any Project-related information provided by the Joint Board, (ii) taken appropriate steps to verify any such Project information provided by the Joint Board, and (iii) familiarized itself with the Project Site and surrounding locations, including undertaking a Reasonable Investigation to the extent TSP deems necessary or advisable for performing its obligations under the Contract Documents. Before commencing any TCS Installation Work, TSP shall verify all governing dimensions of the relevant Project Site and shall examine all adjoining work which may have an impact on such Work. TSP shall ensure that the System Documentation and As-Built System Documentation accurately depict all governing and adjoining dimensions.

2.4.4. TSP acknowledges and agrees that it has familiarized itself with the requirements of any and all applicable Laws and the conditions of any relevant Governmental Approvals prior to entering into this Contract. Except as specifically permitted under Section 13, TSP shall be responsible for complying with the foregoing at its sole cost and without any increase in any Contract Price Component or extension of any Completion Deadline on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents. TSP has no reason to believe that any Governmental Approval required to be obtained by TSP will not be granted in due course and, thereafter, remain in effect so as to enable the Work to proceed in accordance with the Contract Documents.

2.4.5. TSP has knowledge of the legal requirements, industry standards and business practices in the State and the Commonwealth that must or should be followed in performing the Work required to be performed hereunder and in the approved Business Rules, and shall perform the Work in conformity with such requirements and practices.

2.4.6. TSP shall, at all times, schedule and direct its Work to provide an orderly progression of the Work to achieve, as applicable, each Progress Milestone, Pre-Toll Operations Readiness, Tolling Readiness and System Acceptance by the applicable Completion Deadlines and in accordance with the applicable approved Project Schedule, including furnishing such employees, materials, facilities and equipment and working such hours, extra shifts, overtime operations, Sundays and holidays as are permitted by the Contract Documents and which may be necessary to achieve such goal, all at TSP's sole cost, except as otherwise specifically provided in Section 13.

2.4.7. With respect to Software, (a) except as provided in Sections 20.5 and 20.6 hereof with respect to certain identified and Pre-Existing Software and Commercial Off-the-Shelf Software licensed to the Joint Board, TSP and its Subcontractors are and will be the sole author of all works employed by TSP in preparing any and all Software, (b) TSP has and will have sufficient right to assign or grant the rights and/or licenses granted in the Software pursuant to this Contract (and TSP acknowledges that all Software that is used or developed in whole or in part for toll collection shall be covered by the ownership and licensing requirements of Sections 20.5 and 20.6), (c) all Software, except any Pre-Existing Software and Commercial Off-the-Shelf Software, has not been and will not be used or published by or through any TSP-Related Entity under circumstances which have caused or will cause a loss of copyright, patent rights, trademark or other intellectual property right therein, and (d) all Software, including all Pre-Existing Software, does not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy or similar rights of any third party, nor is any claim (whether or not embodied in an action, past or present) of such infringement pending, been asserted or, to the best of TSP's knowledge, been threatened against TSP (or, insofar as TSP is aware, any entity from which TSP has obtained such rights). The representations and warranties set forth in this Section 2.4.7 shall survive the TCS Operations and Maintenance Term and shall survive the expiration or termination of this Contract.

2.4.8. TSP is a _____ duly formed and validly existing under the laws of the State of _____, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. TSP is duly qualified to do business, and is in good standing in the States of Indiana and Kentucky, and the state where the CSC is located, and will remain in good standing throughout the term of this Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents.

2.4.9. The execution, delivery and performance of this Contract have been duly authorized by all necessary action of TSP, and this Contract has been duly executed and delivered by TSP.

2.4.10. All required approvals have been obtained with respect to the execution, delivery and performance of this Contract; performance of this Contract will not result in a breach of or a default under TSP's _____ ***[insert formation documents, e.g.,***

partnership agreement, bylaws, etc.] or any indenture or loan or credit agreement or other material agreement, instrument, judgment or decree to which TSP is a party or by which its properties and assets may be bound or affected. TSP has full right, power and authority to use the CSC to perform the Work, and has the approval of any third party that is required in connection therewith.

2.4.11. This Contract constitutes the legal, valid and binding obligation of TSP, enforceable against TSP in accordance with its terms.

2.4.12. TSP acknowledges that tax-exempt bonds have been issued to finance a portion of the costs of the Project and that KPTIA has covenanted not to take or cause to be taken, or to omit to take or to cause not to be taken, any action the performance or omission of which would cause the interest on such bonds to be includable in gross income for federal income tax purposes.

2.5 Performance as Directed

At all times during the term hereof, including during the course of, and notwithstanding the existence of, any dispute, TSP shall perform as and if directed by the Joint Board in a diligent manner and without delay, shall abide by the Joint Board's decision or order, and shall comply with all applicable provisions of the Contract Documents. If a dispute arises regarding such performance or direction, the dispute shall be resolved in accordance with Section 19.

2.6 Joint Board Procurement

Notwithstanding the provisions of Section 2.3.10, the Joint Board itself may from time to time during the Term of this Contract elect by written notice to TSP to conduct and administer the procurement of and payment for all or any portion of any equipment, materials, Spare Parts, outside services or other items necessary for the operation or maintenance of the Toll Facilities which would otherwise be procured or provided by TSP hereunder as a Pass-Through Cost Item, including all items listed in Exhibit H to this Contract. Any such items procured directly by the Joint Board or its designee in its own or a designee's name shall not be included within TSP's Pass-Through Cost Items hereunder and the parties shall promptly reduce the applicable annual Budget by the amounts that were budgeted for the items so procured by the Joint Board; provided, however, that the foregoing shall not limit the provisions of Section 13, to the extent that it may apply. In the event the Joint Board desires to conduct such a procurement, the Joint Board may, but is not obligated to, deliver to TSP a written request for information, which request shall set forth the equipment, material, Spare Part or other item the Joint Board is considering procuring, identification of potential manufacturers, vendors and suppliers thereof which may compete for the procurement and a description of their respective products, to the extent known to the Joint Board. TSP shall prepare and deliver to the Joint Board, within 20 days after receipt of the Joint Board's request, the following:

2.6.1. Minimum specifications and criteria for the subject equipment, material, Spare Part or other item that TSP considers necessary in order for TSP to continue to meet its Performance Requirements. TSP shall use best efforts to develop specifications and criteria that will promote competition in the procurement and not limit the procurement to any particular manufacturer, vendor or supplier. If TSP specifies a sole source, or provides specifications and criteria that in practical effect will prevent a competitive procurement, TSP shall provide a reasonably detailed, written justification for such specifications and criteria.

2.6.2. Information on whether TSP will require any testing of a potential manufacturer's, vendor's or supplier's equipment, material, Spare Part or other item, other than that previously used by TSP for the TCS, in order for TSP to stand by its Performance Requirements, and if testing will be required, TSP's recommended tests and test procedures. If testing is required, TSP shall cooperate with the Joint Board and

its potential manufacturers, vendors and suppliers in conducting the necessary tests and qualifying the manufacturer's, vendors' or supplier's product for the procurement. Such cooperation shall include promptly scheduling and conducting the required tests, and promptly issuing test reports, TSP's written conclusion on whether the subject product qualifies and any conditions, modifications or other qualifications that must be met in order for TSP to meet its Performance Requirements if the Joint Board procures such product.

2.6.3. If TSP reasonably determines that it will have to modify the TCS Software or other TCS equipment, change the Technical Requirements, change the accuracy test procedures or Performance Requirements or incur material additional Costs in order to incorporate a potential manufacturer's, vendor's or supplier's equipment, material, Spare Part or other item into the TCS and operate the TCS with such product, TSP shall treat the Joint Board's proposed procurement of such product as a notice of proposed change under Section 13 and shall deliver to the Joint Board a written evaluation of the proposed change in accordance with Section 13, which evaluation shall include all changes TSP considers applicable. If TSP for any reason does not deliver to the Joint Board within the 20-day period either the written evaluation or, if it is not reasonably possible to complete the evaluation within the 20-day period, a written notice to the Joint Board that TSP will require a Change Order if the subject product is procured, then TSP shall not be entitled to any Change Order with respect to the incorporation of such product into the TCS.

2.6.4. The name and contact information for the manufacturer, vendor or supplier TSP has used in the past for the subject equipment, material, Spare Part or other item; model and other identifying information for the subject equipment, material, Spare Part or other item; and copies of purchase orders or other transaction documents showing quantities and pricing under which TSP previously purchased such equipment, material, Spare Part or other item from such manufacturer, vendor or supplier for the TCS.

2.7 Joint Board Representations, Warranties and Covenants

The Joint Board represents, warrants and covenants that:

2.7.1. As of the Execution Date, the Joint Board has full power, right and authority to execute, deliver and perform the Contract Documents to which the Joint Board is (or will be) a party and to perform each and all of the obligations of the Joint Board provided for herein and therein.

2.7.2. Each person executing the Contract Documents on behalf of the Joint Board has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of the Joint Board; and the Contract Documents to which the Joint Board is (or will be) a party have been (or will be) duly executed and delivered by the Joint Board.

2.7.3. As of the Execution Date, there is no action, suit, proceeding, investigation or litigation pending and served on the Joint Board which challenges the Joint Board's authority to execute, deliver or perform, or the validity or enforceability of, the Contract Documents to which the Joint Board is a party; and Joint Board has disclosed to TSP prior to the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Joint Board is aware.

2.7.4. Neither the execution and delivery by the Joint Board of the Contract Documents to which it is a party, nor the consummation of the transactions contemplated thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under any agreement, judgment or decree to which the Joint Board is a party or is bound.

2.7.5. The execution and delivery by the Joint Board of the Contract Documents to which it is a party, and the performance by the Joint Board of its obligations thereunder, will not conflict with any Laws applicable to the Joint Board that are valid and in effect on the date of execution and delivery. The Joint Board is not in breach of any applicable Law that would have a material adverse effect on the performance of any of its obligations under the Contract Documents to which it is a party.

2.7.6. No consent of any party and no Governmental Approval is required to be made in connection with the execution, delivery and performance of this Contract, which has not already been obtained.

2.8 Term of Agreement

Subject to earlier termination in accordance with the provisions hereof, the Term of this Agreement shall commence on the Effective Date and end on the expiration or earlier termination hereof; provided, however, that the parties acknowledge that certain obligations and liabilities of TSP under this Contract shall survive the expiration or termination and this Agreement shall apply until all of such obligations and liabilities have been performed and discharged. The Term includes the TCS Operations and Maintenance Term, and any Software Maintenance Option Period.

SECTION 3. JOINT BOARD REVIEW PROCESS

3.1 Joint Board Review and Approval/Disapproval Process

3.1.1. All documents required by the Contract Documents to be submitted to Joint Board for review, comment, approval and disapproval shall be subject to the applicable processes and provisions set forth in this Section 3.1 (collectively, the “Approval Process”).

3.1.2. TSP shall deliver the applicable document to the Joint Board with written notice stating that the document is subject to the Approval Process.

3.1.3. The Joint Board shall have a period of up to 10 days after receipt of such submission or such other time period as the Joint Board and TSP may agree, to issue written comments, proposed changes, approval, conditional approval and/or disapproval of the submission, provided, however, that such period shall be subject to extension at the election of the Joint Board if the TSP delivers an unreasonable number of submissions for concurrent Joint Board review.

3.1.4. If the Joint Board issues comments, proposed changes, conditional approval and/or disapproval within such 10-day period, TSP, upon receipt thereof, shall reflect the comments, proposed changes and/or other response in a proposed final draft of the submission, and shall deliver to the Joint Board such proposed final draft on or before the earlier to occur of the date set forth in the approved Project Schedule, or 30 days following TSP’s receipt of the Joint Board’s comments, proposed changes, conditional approval and/or disapproval.

3.1.5. The Joint Board shall have a period of up to 10 days to issue further comments, proposed changes, approval, conditional approval and/or disapproval of the proposed final submission, provided that if the Joint Board’s comments, proposed changes, conditional approval and/or disapproval includes any item that (i) reasonably could have been but was not raised or included in the Joint Board’s initial response, (ii) does not concern determining whether TSP adequately addressed comments included in the Joint Board’s initial response and (iii) is not based on a failure of the proposed final draft to satisfy a standard or requirement expressly set forth in the Contract Documents, then such action by the Joint Board shall be deemed to constitute a Joint Board-Caused Delay. In addition, in the event of a Joint Board-Caused Delay, upon compliance with the Change Order notification process and if the Change Order requirements set forth in Section 13 are met, TSP shall be entitled to a Change Order adjusting the Contract Price for the Costs, if any, which could have been reasonably avoided had the Joint Board requested such changes in a timely manner as set forth in Section 3.1.3.

3.1.6. If the Joint Board issues comments, proposed changes, conditional approval and/or disapproval within such 10-day period, TSP, upon receipt thereof, shall make

further changes or revisions and submit the document to the Joint Board, and the foregoing process shall continue in like fashion until either the Joint Board issues written approval or the Parties submit any dispute to dispute resolution pursuant to Section 19.

3.1.7. The Joint Board shall complete its reviews as expeditiously as reasonably practical. The Joint Board shall endeavor to reasonably accommodate TSP's requests for a quick turnaround of specific submittals. Notwithstanding the foregoing, in no event shall the Joint Board's failure to respond within the time period specified for its review be deemed to be a Joint Board approval of a submission.

3.1.8. The time periods for submissions, reviews, comments, approvals, conditional approvals and disapprovals set forth in this Section 3.1 shall be extended by the period of any delay due to a Force Majeure Event.

3.2 Responsibility for Submittals

3.2.1. TSP Responsibility

TSP agrees that it has full responsibility for the configuration of the TCS and that TSP will furnish the configuration regardless of the fact that certain Owner Design Documents may be provided to TSP by the Joint Board as a preliminary basis for TSP's configuration. The foregoing is not intended to limit Section 13.6.2.6 or Section 13.7.1.11 or make TSP responsible for the work of Developer or the DB Contractor.

3.3 Disclaimer

3.3.1. TSP understands and agrees that the Joint Board shall not be responsible or liable in any respect for any Losses whatsoever suffered by any TSP-Related Entity by reason of any use of any information contained in any Owner Design Documents or Reference Information Documents, or any action or forbearance in reliance thereon, except to the extent that the Joint Board has specifically agreed in Section 13 that TSP shall be entitled to an increase in the Contract Price and/or extension of a Completion Deadline with respect to such matter. TSP further acknowledges and agrees that (a) if and to the extent TSP or anyone on TSP's behalf uses any of said information in any way, such use is made on the basis that TSP, not the Joint Board, has approved and is responsible for said information, and (b) TSP is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at TSP's own risk and at its own discretion.

3.3.2. TSP expressly acknowledges and agrees that the Joint Board's rights as specified under this Contract (i) to review, comment on, approve, disapprove, monitor, inspect, test and/or accept System Documentation, Change Orders, schedules, equipment, Software, installation, manuals, books, records, reports or statements or (ii) to communicate with the TSP: (A) exist solely for the benefit and protection of the Joint

Board, (B) do not create or impose upon the Joint Board any standard or duty of care toward TSP, all of which are hereby disclaimed, (C) may not be relied upon, nor may the Joint Board's exercise or failure to exercise any such rights be relied upon, by TSP in determining whether TSP has satisfied the standards and requirements set forth in the Contract Documents, and (D) may not be asserted, nor may the Joint Board's exercise or failure to exercise any such rights be asserted, against the Joint Board by TSP as a defense, legal or equitable, to TSP's obligation to fulfill such standards and requirements.

3.3.3. To the maximum extent permitted by law, TSP agrees that the Joint Board does not have a duty or obligation to cause TSP's permitting, installation, equipping, supply, start up, testing, quality assurance and quality control hereunder to satisfy the standards and requirements set forth in the Contract Documents.

3.4 Role of FHWA

TSP acknowledges and agrees that FHWA will have approval rights with respect to the Project (including rights to approve the System Documentation and Change Orders), as well as the right to provide oversight and technical services with respect to the Project.

SECTION 4. TCS INSTALLATION WORK SCHEDULE, COMPLETION AND ACCEPTANCE

4.1 Time of Essence; Notice to Proceed

4.1.1. Time is of the essence of this Contract.

4.1.2. Authorization allowing TSP to proceed with Work hereunder shall be provided through issuance of the NTP.

4.1.3. The Joint Board shall not issue the NTP unless and until the following requirements for the Project have been satisfied:

(a) TSP shall have delivered to the Joint Board the Performance Bond required pursuant to Section 8.1.1;

(b) TSP shall have delivered to the Joint Board the Payment Bond required pursuant to Section 8.1.2;

(c) TSP shall have delivered to the Joint Board the Guaranty of TSP's obligations pursuant to the Contract Documents, substantially in the form of Exhibit Z;

(d) TSP shall have provided to the Joint Board the insurance policies, certificates of insurance, riders to its existing insurance policies or other evidence reasonably required by the Joint Board to confirm the existence of all the insurance coverages required pursuant to Section 9;

(e) The Joint Board shall have approved any changes to the Key Personnel pursuant to Section 7.3.1;

(f) The Source Code Escrow shall be in place pursuant to Section 20.6.3 and shall be in full force and effect;

(g) TSP shall have provided to the Joint Board any other documents, things or assurances reasonably required by the Contract Documents.

4.2 Project Schedule

4.2.1. Work shall be undertaken and completed in accordance with the Project Schedule. TSP shall prepare the Project Schedule and submit it to the Joint Board for review and approval within 30 days after NTP. The Project Schedule shall be used by the parties for planning and monitoring the progress of the TCS Work. TSP shall incorporate the Progress Milestones and TCS Completion Deadlines into its proposed Project Schedule of all activities necessary to complete the TCS Work by such TCS Completion Deadlines. If TSP fails to provide an acceptable Project Schedule within 30

days after issuance of the NTP, TSP shall have no right to receive payments until such time as TSP has prepared and the Joint Board has approved such Project Schedule.

4.2.2. All Float contained in the Project Schedule, as initially approved or generated thereafter, shall be considered a Project resource available to either party or both Parties as needed to achieve Progress Milestones, Progress Milestone Dates and/or Completion Deadlines. All Float shall be shown as such in the Project Schedule on each affected schedule path. Identification of (or failure to identify) Float on the Project Schedule shall be examined by the Joint Board in determining whether to approve the Project Schedule. Once identified, TSP shall monitor, account for and maintain Float in accordance with the Critical Path Method.

4.2.3. The Project Schedule shall assume TSP will not be permitted to perform roadside Installation Work on the days of the following regional special events: (i) Derby Festival Thunder Over Louisville (roadside Installation Work may recommence at 10:00 a.m. the following Day); and (ii) the day before (Oak's Day) and the day of the Kentucky Derby (the first Saturday in May; roadside Installation Work may recommence at 10:00 a.m. on the day following the Kentucky Derby).

4.2.4. The Initial Project Schedule shall assume TSP will implement the Downtown Bridges Temporary Traffic Configuration, which includes configuring seven (7) Equipment Lanes to operate for bi-directional traffic. The Joint Board reserves the right to notify the TSP at any time with its determination not to implement the Downtown Bridges Temporary Traffic Configuration. If the Joint Board delivers such written notice to TSP, TSP shall immediately take steps to eliminate and mitigate any costs associated with eliminating the seven (7) bi-directional Equipment Lanes from the Project, and the Joint Board shall be entitled to a deductive change order reducing the Contract Price by the full amount of the unit cost for seven (7) Equipment Lanes specified in the Price Sheets, Form G-2, Item Nos. RS-002 and RS-004, plus the full amount of the unit cost for seven (7) Equipment Lanes as specified in the calculation of the Annual Roadside Operations and Maintenance Price Per Year, Years 1-7, in Form G-10, item number OMR-001. Notwithstanding the foregoing, if the TSP proves, to IFA's satisfaction, in its good faith discretion, that TSP's actual capital cost savings resulting from elimination of the Downtown Bridges Temporary Traffic Configuration from the Project are less than the full amount of the unit cost for seven (7) Equipment Lanes specified in the Price Sheets, Form G-2, Item Nos. RS-002 and RS-004, then the deductive change order shall be in the amount of such full amount less the amount of capital cost savings that were not avoidable notwithstanding TSP's efforts to mitigate such costs (provided, further, that TSP shall not be entitled to deduct from such full amount any capital costs that were not saved as a result of the act, omission, fault, breach, negligence, gross negligence, recklessness or willful misconduct of any TSP-Related Entity).

4.3 Extensions of Time

The Pre-Toll Operations Readiness Deadline, the Mobilization Readiness Deadline, the East-End Bridge Tolling Readiness Deadline, the Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline and the Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline, and the other Progress Milestone Dates shall not be modified except by Change Order.

4.4 Progress Reports

TSP acknowledges that achieving Pre-Toll Operations Readiness, Mobilization Readiness, East-End Bridge Tolling Readiness, Downtown Bridges Temporary Traffic Configuration Tolling Readiness, and Downtown Bridges Final Traffic Configuration Tolling Readiness by the relevant TCS Completion Deadlines are of the essence of this Contract. In addition to providing the updated Schedule, monthly Project Management Reports and other reports specified herein or in the Technical Requirements, TSP shall provide any further information to the Joint Board as the Joint Board may reasonably require to verify actual progress and to predict future progress. If TSP has reason to believe that the Work will not be performed consistent with the Progress Milestone Dates, TSP shall promptly so notify the Joint Board, specifying in its notice any corrective action planned by TSP.

4.5 Progress Meetings

Following the Joint Board's issuance of the Notice to Proceed and until System Acceptance, TSP's Program Manager and Project Manager - Installation and the Joint Board's Authorized Representative shall hold a progress meeting once every month, or more frequently as may be requested by the Joint Board. The primary purpose of the progress meetings shall be to review the Project Schedule, the Progress Milestone Dates, and the Project Management Reports submitted by TSP and to examine and assess the actual progress of the Work, including the status of pending Change Orders and any other design or installation related issues which the parties may wish to discuss. Progress meetings shall be held at a location in the Louisville area designated by the Joint Board. TSP shall cause its Subcontractors to be present at any progress meeting as reasonably requested by the Joint Board. The Joint Board shall also have the right to meet with TSP's Program Manager and Project Manager - Installation from time to time on an informal basis to review progress and discuss other matters in connection with the Work.

4.6 Pre-Toll Operations Readiness

4.6.1. Definition of Pre-Toll Operations Readiness

TSP acknowledges that it is of paramount importance that the TSP achieves Pre-Toll Operations Readiness by the Pre-Toll Operations Readiness Deadline. Pre-Toll Operations Readiness shall be achieved when TSP has completed all of the Work included within Payment Milestone CS-001 as set forth in Exhibit CC, the TSP has

completed and the Joint Board has approved the BOS Production Readiness Test as described in TR Section TP, and the TSP has completed and the Joint Board has provided written approval of the CSC, TOC, BOS and all necessary functions to open and service accounts and customers prior to commencement of Revenue Service.

4.6.2. Pre-Toll Operations Readiness Deadline

The Pre-Toll Operations Readiness Deadline shall be 365 days from the Joint Board's issuance of the NTP.

4.6.3. Process for Determining Pre-Toll Operations Readiness

(a) TSP shall include the Pre-Toll Operations Readiness Deadline on the Project Schedule, and shall update the Project Schedule periodically to indicate the date that TSP anticipates it will achieve Pre-Toll Operations Readiness. TSP shall provide the Joint Board with not less than 30 days' prior written notification of the date TSP determines it will achieve the stage of Work necessary for Pre-Toll Operations Readiness. During such 30-day period, TSP and the Joint Board shall meet and confer and exchange information on a regular cooperative basis with the goal being the Joint Board's orderly, timely inspection and review of the Work. TSP shall provide the Joint Board a second written notification when TSP determines it has achieved the stage of Work necessary for Pre-Toll Operations Readiness.

(b) Within 10 days after the Joint Board's receipt of the second notification, but not fewer than 40 days after the first notification, or such sooner date as the Joint Board determines that the TSP has achieved Pre-Toll Operations Readiness, the Joint Board shall either (i) issue a Notice of Pre-Toll Operations Readiness or (ii) notify TSP in writing setting forth why the Work has not reached the point where such a notice can be issued. If TSP and the Joint Board cannot agree as to the Pre-Toll Operations Readiness Date, such issue shall be submitted for dispute resolution in accordance with Section 19. TSP shall not commence CSC Pre-Toll Operations or TOC Pre-Toll Operations until it has received the Notice of Pre-Toll Operations Readiness from the Joint Board and a written notice specifying the date on which the Joint Board requires the TSP to commence such Pre-Toll Operations Work. Such date(s) may differ.

4.7 Mobilization Readiness

4.7.1. Definition of Mobilization Readiness

TSP acknowledges that the Tolling Readiness Deadlines established in Section 4.9.2 depend upon the DB Contractor's progress on completing construction of the Downtown Crossing, and the Developer's progress on completing construction of the East-End Crossing. To account for this variability, TSP shall achieve "Mobilization Readiness" by the Mobilization Readiness Deadline. It shall be TSP's sole responsibility to coordinate its design efforts with the DB Contractor, the Developer and other Joint

Board contractors so that the TSP meets the Mobilization Readiness Deadlines. The Work shall be deemed to have achieved the point of “Mobilization Readiness” when TSP has: (i) purchased all equipment and other TCS components that it is required to purchase to achieve Tolling Readiness for the entire TCS, (ii) TSP has submitted and the Joint Board has approved the Roadside and Network System Plan, Back Office System Plan, TOC System Plan, Roadside and Network Installation Plan, Back office Installation Plan, Training Plan, Project Management Plan, Safety Plan, System Configuration and Management Plan, Maintenance and Support Plan, Transition Plan, third party manuals and documentation, Business Rules and operational requirements, Quality Management Plan (QMP), Configuration and Change Management Plan, and Master Testing and Commissioning Plan, (iii) TSP has successfully completed and submitted to the Joint Board results demonstrating successful completion of the Baseline Test, the Pre-Production Controlled Test; and the BOS Production Readiness Test (iv) all such equipment and other TCS components are in secure storage at a Warehouse Facility in compliance with TR Section TO or at the appropriate CSC or WUC, (v) Software Source Code and other documentation has been provided to TSP as required by Section 20, and (vi) TSP has secured the services of all personnel necessary to achieve Tolling Readiness by the Tolling Readiness Deadlines.

4.7.2. Mobilization Readiness Deadline

The Mobilization Readiness Deadline shall be the date that is 30 days from the date upon which the Joint Board provides the TSP with notice of the Mobilization Readiness Deadline, or such later deadline for Mobilization Readiness specified in such Notification.

4.7.3. Process for Determining Mobilization Readiness

(a) TSP shall include the anticipated Mobilization Readiness Deadline on its Project Schedule, and shall update the Project Schedule periodically to indicate the date that TSP anticipates it will achieve Mobilization Readiness. TSP shall provide the Joint Board with not less than 30 days' prior written notification of the date TSP determines it will achieve the stage of Work necessary for Mobilization Readiness. During such 30-day period, TSP, the Joint Board and DB Contractor or Developer, as appropriate, shall meet and confer and exchange information on a regular cooperative basis with the goal being the Joint Board's orderly, timely inspection and review of the Work. TSP shall provide the Joint Board a second written notification when TSP determines it has achieved the stage of Work necessary for Mobilization Readiness.

(b) Within 10 days after expiration of such 30-day period and the Joint Board's receipt of the second notification, but not fewer than 40 days after the first notification, or such sooner date as the Joint Board determines that the TSP has achieved Mobilization Readiness, the Joint Board shall either (i) issue a Notice of Mobilization Readiness or (ii) notify TSP in writing setting forth why the Work has not reached the point where such a notice can be issued. If TSP and the Joint Board

cannot agree as to the Mobilization Readiness Date, such issue shall be submitted for dispute resolution in accordance with Section 19.

4.8 Testing Prior to Tolling Readiness

4.8.1. TSP shall conduct the Baseline Test as required by TR Section TP and obtain the Joint Board's written approval of the test results on or before the Progress Milestone Date for such testing indicated in the Project Schedule. The Project Schedule shall indicate a Progress Milestone for completion of the Baseline Test that is not more than 180 days after NTP. TSP shall promptly notify the Joint Board of any deficiencies in the work supplied by the ETC Contractor that is demonstrated by such test, and shall coordinate with the Joint Board and the ETC Contractor to rectify any such discrepancies. TSP may be entitled to an extension of Progress Milestone Dates or Completion Deadlines, but no additional compensation due to delays in the TSP's ability to progress the work caused solely by the deficiencies in the ETC Contractor's work, provided all other conditions to a Change Order specified in Section 13 are satisfied.

4.8.2. TSP shall conduct the Pre-Production Controlled Test required pursuant to TR Section TP and obtain the Joint Board's written approval of the test results on or before the Progress Milestone Date for such test indicated in the Project Schedule. The Project Schedule shall indicate a Progress Milestone for completion of the Pre-Production Controlled Test that is not more than 240 days after NTP. The Joint Board shall ensure that the ETC Contractor is available to assist in such test procedures. Upon satisfactory completion of the Pre-Production Controlled Test the TSP shall certify in writing to the Joint Board that the Work has satisfactorily completed such tests. Such certificates shall include TSP's acknowledgment that the Joint Board-Provided ETC Equipment is accepted for use in the TCS, and subject to ETC Contractor's warranty obligations, which the Joint Board shall authorize the TSP to enforce, TSP assumes full responsibility for the continued operation and maintenance of such equipment in accordance with the Technical Requirements upon certification of satisfactory completion of the Pre-Production Controlled Test.

4.8.3. Prior to Pre-Toll Operations Readiness, TSP shall conduct and perform or cause to be performed, at its expense, the BOS Production Readiness Test in accordance with the provisions of TR Section TP and obtain the Joint Board's written approval of the test results. The Project Schedule shall indicate a Progress Milestone for completion of the BOS Production Readiness Test that is not more than 365 days after NTP. The BOS Readiness Test shall verify that each portion of the BOS needed to open accounts and perform all functions required for Pre-Toll Operations is fully operational and that the TCS is able to perform at a level equal to at least the performance standards specified in the Performance Requirements Section of the Technical Requirements. All operating personnel required for the BOS Production Readiness Tests shall be supplied by TSP and all testing inputs, services and facilities required to conduct such tests shall be the responsibility of TSP. The Joint Board shall

be provided advance written notice of the BOS Production Readiness Tests and shall be entitled to witness and monitor such tests.

4.8.4. The test results of the BOS Production Readiness Test shall be compiled in a test report submitted by TSP to the Joint Board. If TSP fails to successfully complete any portion of the BOS Production Readiness Test, TSP shall be obligated, at its expense, to make such repairs or corrections to the TCS as may be necessary and to re-perform the BOS Production Readiness Tests until such time as TSP has successfully completed the BOS Production Readiness Tests and met the Performance Requirements as evidenced in a test report submitted by TSP to the Joint Board. The proposed test report shall be subject to the Joint Board's written approval in accordance with the Approval Process.

4.8.5 Prior to Tolling Readiness for each of the Bridges, TSP shall conduct and perform or cause to be performed, at its expense, functionality testing and performance tests of the TCS at each of the LSIORB Project Toll Zones in accordance with the provisions of TR Section TP (collectively, the "System Production Readiness Test") and obtain the Joint Board's written approval of the test results. The TSP shall complete the System Production Readiness Test for each traffic configuration no later than 90 days from each respective Bridge's Mobilization Readiness Deadline. The System Production Readiness Test shall verify that each portion of the TCS is fully operational and that the TCS is able to perform at a level equal to at least the performance standards specified in the Performance Requirements Section of the Technical Requirements. All operating personnel required for the System Production Readiness Test shall be supplied by TSP and all testing inputs, services and facilities required to conduct such tests shall be the responsibility of TSP. The Joint Board shall be provided advance written notice of all System Production Readiness Tests and shall be entitled to witness and monitor such tests.

4.8.6 The test results of each System Production Readiness Test shall be compiled in a test report submitted by TSP to the Joint Board. If TSP fails to successfully complete any portion of the System Production Readiness Test, TSP shall be obligated, at its expense, to make such repairs or corrections to the TCS as may be necessary and to re-perform the System Production Readiness Tests until such time as TSP has successfully completed all the System Production Readiness Tests and met the Performance Requirements as evidenced in a test report submitted by TSP to the Joint Board. The proposed test report shall be subject to the Joint Board's written approval in accordance with the Approval Process.

4.9 Tolling Readiness

4.9.1. Definition of Tolling Readiness. The TCS shall be deemed to have achieved "Tolling Readiness" with respect to the East-End Bridge or the Downtown Bridges (in temporary or permanent configuration, as applicable) when all portions are in a condition to safely commence Revenue Service and safely accept and continue normal,

uninterrupted flow of traffic, the TSP has completed and passed the System Production Readiness Tests and obtained the Joint Board's written approval of the test results, and all of the requirements specified in TR Section TP are satisfied, and when TSP has completed the following in all material respects:

4.9.1.1. TCS Installation Work in accordance with the Work requirements, System Documentation, and the TRs, with the exception of Punch List items;

4.9.1.2. The delivery to the Joint Board of all original equipment and manufacturer's warranty certificates covering all equipment and materials furnished in connection with the Installation Work;

4.9.1.3. The delivery to the Joint Board of a final version of all document deliverables required by the TR except for any documents specifically required to be delivered only after the Revenue Service Date and lapse, without disapproval, of the period for Joint Board approval thereof in accordance with the Approval Process;

4.9.1.4. Delivery to the Joint Board of all Software and all Software Source Code documentation and receivables, except for with respect to the COTS Software;

4.9.1.5. Successful completion of Baseline Test, Pre-Production Controlled Test, the BOS Production Readiness Test, and System Production Readiness Test;

4.9.1.6. Delivery to the Joint Board of proposed test report(s) and lapse, without disapproval, of the period for Joint Board approval of such test reports in accordance with the Approval Process;

4.9.1.7. Removal of all installation materials, temporary facilities, and TSP-generated waste material, rubbish and debris from the Project Site; and

4.9.1.8. Completion of all other Work and delivery of all equipment, materials, and other items required hereunder for TSP to commence electronic tolling of the Bridges and deliver a complete, functional TCS, including but not limited to all back-office functions.

4.9.2. Tolling Readiness Deadlines

(a) East End Bridge Tolling Readiness Deadline: 120 days from the East End Bridge Tolling Infrastructure Turnover Date, as specified in a written notice from the Joint Board to TSP delivered at least 30 days prior to the Tolling Infrastructure Turnover Date specified in such written notice as provided in Section 4.9.2(d).

(b) Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline shall mean the East End Bridge Tolling Readiness Deadline, provided that if the New Downtown Bridge is not ready to open to traffic by the East End Bridge Tolling Readiness Deadline for a reason other than TSP's failure to complete its Installation

Work with respect to the New Downtown Bridge, then the Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline initially shall apply only to the Kennedy Bridge, and all other aspects of the Downtown Bridges Temporary Traffic Configuration shall achieve Tolling Readiness in the Downtown Bridges Temporary Traffic Configuration by the date that the DB Contractor has completed all of its work required to open the New Downtown Bridge to traffic, other than any work that it cannot complete due to delay by TSP in achieving Tolling Readiness.

(c) Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline: 120 days from the date the Joint Board notifies TSP that the DB Contractor is 120 days away from achieving “substantial completion” of the Downtown Crossing (including both the Kennedy Crossing and the New Downtown Crossing) as required in Section 8.1.2 of the DB Contract.

(d) The TSP shall be notified of the anticipated East End Bridge Tolling Infrastructure Turnover Date, and the anticipated Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date(s) for the Downtown Crossing, at least 30 days prior to each such date.

(e) Regardless of whether or not the East End Bridge Tolling Infrastructure Turnover Date, and/or the Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date have occurred, TSP shall be responsible for working closely with the DB Contractor and the Developer during the design and installation phases of the Project to ensure that tolling gantries, cabinet/concrete slabs, all conduit, commercial power runs and all other equipment and infrastructure related to the TCS which is the responsibility of the DB Contractor or the Developer, as applicable, are in proper locations, and terminations are made in accordance with TSP’s requirements. TSP acknowledges and agrees that the references to the East End Bridge Tolling Infrastructure Turnover and/or the Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date, are for purposes of defining the Tolling Readiness Deadlines, and shall not be construed as a limitation or restriction on TSP’s performance of Work prior to such dates. In all cases, TSP shall exercise best efforts to coordinate with the DB Contractor or the Developer, as the case may be, to achieve Tolling Readiness by the date each Bridge is otherwise ready to open to traffic, even if such date occurs prior to the relevant Tolling Readiness Deadline.

4.9.3. Process for Determining Tolling Readiness

(a) TSP shall provide the Joint Board with not less than 30 days' prior written notification of the date TSP determines it will achieve the stage of completion necessary for Tolling Readiness for a Bridge. During such 30-day period, TSP and the Joint Board shall meet and confer and exchange information on a regular cooperative basis with the goal being the Joint Board's orderly, timely inspection and review of the TCS and all other Work Product and items pertaining to Tolling Readiness. TSP shall provide the

Joint Board a second written notification when TSP determines it has achieved the stage of completion necessary for Tolling Readiness.

(b) Within 10 days after expiration of such 30-day period, but not fewer than 40 days after the first notification, or such sooner date as the Joint Board determines that the TSP has achieved Tolling Readiness, the Joint Board shall either (i) issue a Notice of Tolling Readiness, or (ii) notify TSP in writing setting forth why the TCS has not reached the point where a Notice of Tolling Readiness can be issued. If TSP and the Joint Board cannot agree as to the appropriate Tolling Readiness Date, such issue shall be submitted for dispute resolution in accordance with Article 19.

4.9.4. Punch List

Within 14 days after execution and delivery of the Notice of Tolling Readiness, or such longer period as the Joint Board may reasonably require, the Joint Board shall prepare and deliver to TSP a Punch List. TSP and the Joint Board each shall have the right to add items to the Punch List and none shall remove any item added by any other without such other's express permission. TSP shall immediately commence work on the Punch List items and prosecute such work to completion to the Joint Board's reasonable satisfaction, consistent with the Contract Documents, within 30 days after issuance of the Punch List or such longer period as is necessitated in case of materials or equipment with long delivery lead-times.

4.10 Performance Guarantees, Operations Tests, Performance Liquidated Damages and Acceptance

4.10.1. Performance Guarantees

TSP hereby guarantees that the TCS shall comply with each of the Performance Requirements set forth in TR Section PR, as demonstrated by the System Acceptance Test required to achieve System Acceptance to be conducted by TSP following the commencement of full Revenue Service on the Bridges, as specified in TR Section TP.

4.10.2. Operations Tests

When TSP has achieved Tolling Readiness pursuant to Section 4.9 and the Joint Board has authorized Revenue Service to commence on any Bridge, the Operations Tests required pursuant to TR Section TP-023 for the relevant part of the TCS shall be conducted by TSP, at its cost, in accordance with the provisions of the Operations Test plan to determine that the TCS complies with each of the Performance Requirements, the Business Rules, and other TR Requirements. The Operations Tests shall be conducted over a minimum 120-day period after the Revenue Service Date for (i) the BOS, the CSC, and related interfaces, (ii) the Downtown Bridges Temporary Traffic Configuration, (iii) the East End Bridge, and (iv) the Downtown Bridges Final Traffic Configuration, under normal tolling and other operating conditions to verify actual

performance during revenue operations in accordance with the Operations Tests requirements. All equipment, simulators, supplies, services and special facilities required to conduct such tests shall be the responsibility of TSP. The Joint Board shall be provided not less than 14 days' advance written notice of all Operations Tests and shall be entitled to witness and monitor such tests in accordance with the provisions of the Contract Documents. No Operations Tests shall be scheduled or conducted without the Joint Board's prior written approval of the proposed schedule. The last of the required Operations Test shall be completed, with results conclusively indicating that the tests have been passed to the Joint Board's satisfaction, not later than 120 days after the last Revenue Service Date.

4.10.3. System Acceptance Test

4.10.3.1. TSP shall perform the System Acceptance Test 120 days after completion of the last Operations Test in accordance with the TR Section TP.

4.10.3.2. The test results of the System Acceptance Test shall be compiled in a proposed test report submitted to the Joint Board. The proposed test report shall be subject to the Joint Board's approval in accordance with the Approval Process.

4.10.4. Monthly Operations and Maintenance Reports and Ongoing Tests

TSP shall provide Monthly Operations and Maintenance Reports in a format approved by the Joint Board quantifying TSP's performance with respect to each of the measures indicated in the Performance Requirements specified in TR Section PR. TSP shall conduct performance tests of the TCS as specified in the MTP and in TR Section PR.

4.10.5. Performance Liquidated Damages

(a) TSP and the Joint Board acknowledge that in the event that the TCS fails to comply with certain Performance Requirements as demonstrated by the Operations Tests and monthly operating results reported in the Monthly Operations and Maintenance Reports, the Joint Board shall incur damages that are incapable of accurate measurement. Such damages include, without limitation, loss of toll revenues and additional operating costs for the TCS with respect to certain of the Performance Requirements. These damages are incapable of accurate measurement because of, among other things, the unique nature of the Ohio River Bridges Project. The Parties agree that, as of the Execution Date, the amounts of Performance Liquidated Damages set forth in Exhibit N represent a good faith estimate as to a portion only of the potential actual damages that the Joint Board would incur as a result of the failure of the TCS to comply with the Performance Requirements for which Performance Liquidated Damages are established in Exhibit N (each a "Guaranteed Performance Requirement"), and do not constitute a penalty. TSP shall pay any Performance

Liquidated Damages owing under this Contract in accordance with the provisions of Section 4.10.6 and Exhibit N.

(b) Notwithstanding clause (a), TSP shall not be responsible for the payment of Performance Liquidated Damages if (i) TSP has fully complied with its obligations regarding coordination with the ETC Contractor; (ii) TSP has fully complied with the inspection, review, testing, oversight and commissioning obligations of the TSP regarding the Joint Board-Provided ETC Equipment; and (iii) notwithstanding clauses (i)-(ii) herein, the sole and direct cause of the failure of the TCS to comply with the Performance Requirements is a Latent Defect in the Joint Board-Provided ETC Equipment,

(c) Notwithstanding clause(a), TSP shall not be responsible for the payment of Performance Liquidated Damages if (i) TSP has fully complied with its obligations regarding coordination with Other Joint Board Contractors; (ii) notwithstanding such coordination, TSP is required to shut down the System or otherwise delay its performance of a Guaranteed Performance Requirement in order to accommodate maintenance or other activities on a Bridge by an Other Joint Board Contractor; (iii) the need for such maintenance does not arise out of or relate, in whole or in part, to any action, omission, fault, breach, negligence, willful misconduct or recklessness by any TSP-Related Entity; and (iv) such shut down or delay is the direct and sole cause of the failure of the TCS in a manner that directly and solely causes TSP to fail to meet such Guaranteed Performance Requirement .

(d) Notwithstanding clause(a), TSP shall not be responsible for the payment of Performance Liquidated Damages relating to the failure to have sufficient Transponders in inventory to fulfill customer orders pursuant to Technical Requirements Section PR-031 if the ETC Contractor has not supplied transponders to TSP in accordance with the terms of the ETC Contract and such failure by the ETC Contractor does not arise out of or relate, in whole or in part, to any action, omission, fault, breach, negligence, willful misconduct or recklessness by any TSP-Related Entity.

(e) TSP shall bear the burden of proof that the conditions in clauses (b)(i) through (iii), clauses (c)(i) through (iv) and clause (d) herein are satisfied. TSP further acknowledges and agrees that Performance Liquidated Damages may be owing even though no TSP Event of Default has occurred.

(f) Except as provided in, pursuant to or as a result of this Section 4.10, Section 4.12, Section 16.1.1(n) or in connection with Persistent Breach, the Performance Liquidated Damages payable hereunder are the Joint Board's sole monetary remedy for TSP's failure to comply with certain Performance Requirements set forth in this Agreement. The Performance Liquidated Damages under this Section 4.10 are cumulative and may be aggregated if multiple or cumulative failures occur.

4.10.6. Failure to Meet Performance Requirements

(a) In the event any of the Operations Tests, the Systems Acceptance Test or the Monthly Operations and Maintenance Reports of ongoing operating performance do not yield results which meet or are better than a Guaranteed Performance Requirement, TSP shall become obligated hereunder to pay Performance Liquidated Damages in the amounts set forth in Exhibit N for any shortfall in performance below the Performance Requirements based upon such test results.

(b) TSP's obligation to pay Performance Liquidated Damages for failure to meet Guaranteed Performance Requirements shall apply from and after the first Revenue Service Date. If TSP becomes obligated to pay Performance Liquidated Damages, such Performance Liquidated Damages shall be due and payable directly to the Joint Board or to such other person as directed by the Joint Board in writing, without notice or demand, on the tenth day of the following month and if not paid when due shall thereafter accrue interest as provided in Section 12.7. The Joint Board may, in its sole discretion, offset such Performance Liquidated Damages against amounts otherwise payable by the Joint Board to the TSP.

4.10.7. Performance Stipulated Damages

4.10.7.1. Performance Stipulated Damages Generally.

(a) TSP understands and agrees that if the Performance Requirements specified herein are not met at any time after the Revenue Service Date for each Bridge, as demonstrated by the Operations Tests and the results reported in the Monthly Operations and Maintenance Reports, the Joint Board will suffer substantial Losses. TSP agrees that it shall be liable for all such Losses to the extent set forth in this Section 4.10.7.1 and elsewhere in this Contract. TSP and the Joint Board have agreed to stipulate to a process to determine the amount of damages payable for such failure. TSP acknowledges and agrees that such Performance Stipulated Damages are intended to compensate the Joint Board solely for its damages caused by the failure to meet the Guaranteed Performance Requirements specified in Section 4.10.7.2, and shall not excuse TSP from liability to correct any defects in the TCS or from any other breach of requirements of the Contract Documents. The Joint Board agrees to accept Performance Stipulated Damages as its sole compensation for damages caused by such failure, provided that the Joint Board shall not be precluded from exercising its other rights and remedies respecting such failure, including requiring TSP to make adjustments to the TCS that will cause it to meet the Performance Requirements after the Joint Board's written notice to TSP of the failure.

(b) Notwithstanding clause (a), TSP shall not be responsible for the payment of Performance Stipulated Damages if (i) TSP has fully complied with its obligations regarding coordination with the ETC Contractor; (ii) TSP has fully complied with the inspection, review, testing, oversight and commissioning obligations of the TSP regarding the Joint Board-Provided ETC Equipment; and (iii) notwithstanding clauses (i)-(ii) herein, the sole and direct cause of the failure of the TCS to comply with the

Performance Requirements is a Latent Defect in the Joint Board-Provided ETC Equipment.

(c) Notwithstanding clause (a), TSP shall not be responsible for the payment of Performance Stipulated Damages if (i) TSP has fully complied with its obligations regarding coordination with Other Joint Board Contractors; (ii) notwithstanding such coordination TSP is required to shut down the System or otherwise delay its performance of a Guaranteed Performance Requirement in order to accommodate maintenance or other activities on a Bridge by an Other Joint Board Contractor through no fault of TSP; (iii) the need for such maintenance does not arise out of or relate, in whole or in part, to any action, omission, fault, breach, negligence, willful misconduct or recklessness by any TSP-Related Entity; and (iv) such shut down or delay is the direct and sole and cause of the failure of the TCS in a manner that directly and solely causes TSP to fail to meet such Guaranteed Performance Requirement.

(d) TSP's obligation to pay Performance Stipulated Damages for failure to meet Guaranteed Performance Requirements shall apply from and after the first Revenue Service Date. If TSP becomes obligated to pay Performance Stipulated Damages, such Performance Stipulated Damages shall be due and payable directly to the Joint Board or to such other person as directed by the Joint Board in writing, without notice or demand, on the tenth day of the following month and if not paid when due shall thereafter accrue interest as provided in Section 12.7. The Joint Board may, in its sole discretion, offset such Performance Stipulated Damages against amounts otherwise payable by the Joint Board to the TSP.

(e) TSP shall bear the burden of proof that the conditions in clauses (b)(i) through (iii), and (c)(i) through (iv) herein are satisfied. TSP further acknowledges and agrees that Performance Stipulated Damages may be owing even though no TSP Event Default has occurred.

4.10.7.2. Amount of Performance Stipulated Damages.

(a) TSP acknowledges and agrees that because of the unique nature of the Project, and the fact that performance of the TCS in conformance with the Guaranteed Performance Requirements is essential to the Joint Board's ability to collect toll revenue to enable the State's Parties to continue to finance, construct, operate and maintain and improve their respective highway systems, it is not possible to ascertain and determine the actual Losses, including lost toll revenues, which would accrue to the Joint Board and the public from such failures. Therefore, commencing upon the applicable Revenue Service Date for each Bridge, TSP shall pay to the Joint Board an amount determined as follows (the "Performance Stipulated Damages") as deemed compensation to the Joint Board for lost toll revenues from failure to meet the Guaranteed Performance Requirements.

(b) With respect to any failure to meet the Performance Requirements set forth in TR Items PR-002, PR-003, PR-005, PR-006, PR-007, PR-008 and PR-014, the parties hereby agree that the Performance Stipulated Damages payable for lost toll revenues shall be calculated based upon a comparison of the number of transactions identified by the TCS during the period of failure to meet the Guaranteed Performance Requirements and the number of transactions identified by the TCS during a comparable prior period determined by the Joint Board; provided, however, that if the Project does not have at least six months of operating history from which to compare, Performance Stipulated Damages shall be determined by reference to the traffic and revenue study estimates for the period of time in question and may also consider available live traffic data from the Digital Video Audit System and other subsystems for such period. For example, if, during the period in which the System fails to meet the Guaranteed Performance Requirements, the TCS identifies 100 transactions, and during a comparable prior period the TCS identifies 1000 transactions, the Stipulated Damages for the failure to meet the Guaranteed Performance Requirements for the period in question would be the value of the difference in the number of transactions, i.e., an amount equal to 900 multiplied by the toll rate(s) applicable to such transactions.

(c) In no event shall the foregoing calculation ever be a negative number or result in TSP being entitled to additional payment from the Joint Board. TSP understands and agrees that any Performance Stipulated Damages payable in accordance with this Section 4.10.7.2 are in the nature of stipulated damages and not a penalty and that the methodology for determining such sums was established based on the parties' agreement that the amounts so determined will constitute a reasonable approximation of the actual damages from lost toll revenues that the Joint Board will accrue as a result of the circumstances giving rise to such Performance Stipulated Damages. TSP further acknowledges and agrees that Performance Stipulated Damages may be owing even though no TSP Event of Default has occurred.

(d) Except as provided in, pursuant to or as a result of this Section 4.10, Section 4.12, Section 16.1.1(n) or in connection with Persistent Breach, the Performance Stipulated Damages payable hereunder are the Joint Board's sole monetary remedy for TSP's failure to comply with the Guaranteed Performance Requirements. The Performance Stipulated Damages under this Section 4.10 are cumulative and may be aggregated if multiple or cumulative failures occur, but in no event shall the Joint Board be entitled to payments in excess of lost revenue stipulated hereby.

4.10.8. Cap on Total Performance Liquidated Damages and Performance Stipulated Damages

Subject to the provisions of Section 17.1, TSP shall have no monetary liability under this Contract for damages arising out of an individual failure of the TCS to meet the Guaranteed Performance Requirements addressed in Exhibit N or in Section 4.10.7.2, except (i) if such failure also results in or triggers a separate or additional

default or breach of this Contract; (ii) for the Performance Liquidated Damages and the Performance Stipulated Damages, accruing in total up to such capped amount plus any interest due pursuant to Section 12.7, and (iii) for all reasonable sums the Joint Board incurs to enforce its rights to such damages.

4.10.9. System Acceptance

The TCS Installation Work shall be deemed to have achieved the point of “System Acceptance” by the Joint Board when the following requirements have been met:

- (a) The Tolling Readiness Date(s) shall have occurred;
- (b) All Punch List items shall have been completed by TSP in accordance with Section 4.9.4, except for non-material Punch List items the aggregate value of which (as determined by mutual agreement of the Parties) is less than \$50,000;
- (c) All Delay Liquidated Damages payable pursuant to Section 4.12 shall have been paid by TSP;
- (d) The Operations Tests shall have been satisfactorily conducted and completed by TSP pursuant to this Section 4.10.2 and a final test report of the results thereof shall have been received and approved by the Joint Board;
- (e) The System Acceptance Test shall have been satisfactorily conducted and completed by TSP pursuant to Section 4.10.3 and a final test report of the results thereof shall have been received and approved by the Joint Board;
- (f) All Performance Liquidated Damages payable pursuant to Section 4.10.5 shall have been paid by TSP;
- (g) All Performance Stipulated Damages payable pursuant to Section 4.10.7 shall have been paid by the TSP;
- (h) TSP shall have delivered to the Joint Board a complete set of As-Built System Documentation for the TCS as set forth in the TR;
- (i) A Source Code Escrow shall have been established for any Software Source Code that is required to be deposited into a Source Code Escrow pursuant to Section 20.6.3 and the Source Code Escrow Holder shall have confirmed in writing to the Joint Board that all Software Source Code that is required to be in such escrow has in fact been delivered to the Source Code Escrow by TSP;
- (j) The Joint Board shall have approved the End of Contract Transition Plan submitted by TSP;

(k) No unremedied failure of any equipment or Work provided by TSP to comply with the System Documentation or any Contract Document or required submittal shall exist and be continuing; and

(l) All other conditions to System Acceptance set forth in the TRs shall have been satisfied.

TSP shall provide the Joint Board written notification when TSP determines that it has achieved System Acceptance of the TCS Installation Work pursuant to the foregoing. Within five Business Days following the Joint Board's receipt of such notice, the Joint Board shall either (a) issue a notice of System Acceptance, or (b) notify TSP in writing setting forth why TSP's Work has not reached the point where such a notice can be issued. If TSP and the Joint Board cannot agree as to the appropriate System Acceptance Date, such issue shall be submitted for dispute resolution in accordance with Section 19.

4.11 Late Progress Milestones

If, at any time, TSP's actual progress in performing the Work as measured against the Project Schedule or any of the Progress Milestone Dates is inadequate to meet the requirements of this Contract, the Joint Board may so notify TSP. Within 30 days thereafter, TSP shall either (i) demonstrate to the Joint Board's reasonable satisfaction that such interim delay in progress will have no adverse effect on TSP's ability to perform and complete the Work in accordance with the Mobilization Readiness Deadline(s) and Tolling Readiness Deadline(s), as the same may be adjusted pursuant to this Contract, even though other Progress Milestone Dates may be missed, or (ii) submit for the Joint Board's review and approval a Recovery Plan for restoring within a reasonable period of time compliance with forthcoming Progress Milestone Dates and/or Tolling Readiness Deadline(s). If a Recovery Plan is required and submitted, TSP shall take such steps as may be necessary to improve TSP's progress in accordance with the approved Recovery Plan. If within a reasonable period thereafter TSP does not improve performance in accordance with the approved Recovery Plan, the Joint Board may require an increase in TSP's resources. Such requirements shall be implemented by TSP without additional cost to the Joint Board, provided they are reasonable measures to mitigate delays for which TSP is not entitled to an extension of time pursuant to this Contract. Failure of TSP to comply with the provisions of this Section 4.11 may be grounds for determination by the Joint Board that TSP is not prosecuting the Work with such diligence as will assure completion in accordance with the requirements of this Contract, whereupon the Joint Board shall be entitled to exercise its remedies for a TSP Event of Default as set forth in Section 16.2.

4.12 Delay Liquidated Damages for Failure to Achieve Guaranteed Dates

4.12.1. Delay Liquidated Damages

TSP and the Joint Board acknowledge that in the event that TSP fails to achieve the Pre-Toll Operations Readiness, Mobilization Readiness, East-End Bridge Tolling Readiness, Downtown Bridges Temporary Traffic Configuration Tolling Readiness, or Downtown Bridges Final Traffic Configuration Tolling Readiness by the relevant Completion Deadlines, the Joint Board shall incur damages that are incapable of accurate measurement. Such damages include additional costs to the Joint Board of administering this Contract (including engineering, management, legal, accounting, overhead and other administrative costs) with respect to failure to achieve Mobilization Readiness by the Mobilization Readiness Deadline, and loss of toll revenues, together with additional costs to the Joint Board of administering this Contract and additional costs with respect to a failure to achieve Pre-Toll Operations Readiness, and Tolling Readiness by the relevant TCS Completion Deadlines. These damages are incapable of exact measurement because of, among other things, the unique nature of the Ohio River Bridges Project. The Parties agree that as of the Execution Date, the amounts of Delay Liquidated Damages set forth in Sections 4.12.2 through and including 4.12.4 represent a good faith estimate as to a portion only of the potential actual damages that the Joint Board would incur as a result of late Pre-Toll Operations Readiness, Mobilization Readiness or Tolling Readiness and do not constitute a penalty. TSP shall pay any such Delay Liquidated Damages owing under this Contract on a monthly basis within five days following receipt of the Joint Board's written demand therefor, and such Delay Liquidated Damages shall be subject to offset by the Joint Board. All Delay Liquidated Damages payable hereunder shall be paid directly to the Joint Board. The fact that the Joint Board has agreed to accept Delay Liquidated Damages as compensation for its damages associated with any delay in meeting a Completion Deadline shall not preclude the Joint Board from exercising its other rights and remedies respecting the delay set forth in Section 16.2 and, if applicable, Section 16.3 or elsewhere in this Contract, other than the right to collect other damages due solely to the delay, except that the Joint Board agrees not to exercise such other rights and remedies respecting the delay so long as (a) the Project Schedule demonstrates that TSP is capable of meeting such Completion Deadline within 90 Days after the Completion Deadline, and (b) TSP diligently performs the Work in accordance with said schedule. Notwithstanding the foregoing, TSP shall not be responsible for the payment of Delay Liquidated Damages if (i) TSP has fully complied with its obligations regarding coordination with the ETC Contractor; (ii) TSP has fully complied with the inspection, review, testing, oversight and commissioning obligations of the TSP regarding the Joint Board-Provided ETC Equipment; and (iii) notwithstanding clauses (i)-(ii) herein, the sole and direct cause of the failure of the TCS to meet the applicable milestones set forth in this Section 4.12 is a Latent Defect in the Joint Board-Provided ETC Equipment. TSP shall bear the burden of proof that the conditions in clauses (i) through (iii) herein are satisfied.

4.12.2. Pre-Toll Operations Readiness Deadline

The Joint Board shall assess and TSP shall pay \$2,500 per day Delay Liquidated Damages with respect to each day from and after the Pre-Toll Operations Readiness Deadline to and including the date that TSP achieves Pre-Toll Operations Readiness, but not to exceed 90 days, for TSP's failure to achieve TOC Pre-Toll Operations Readiness by the Pre-Toll Operations Readiness Deadline.

4.12.3. Mobilization Readiness Deadline

The Joint Board shall assess and TSP shall pay \$2,500 per day Delay Liquidated Damages with respect to each day from and after the Mobilization Readiness Deadline to and including the actual date of Mobilization Readiness, but not to exceed 90 days, for TSP's failure to achieve Mobilization Readiness by the Mobilization Readiness Deadline.

4.12.4. Tolling Readiness Deadline

The Joint Board shall assess and TSP shall pay the following amounts per day Delay Liquidated Damages with respect to each day from and after the Tolling Readiness Deadline, if such deadline is not achieved, to and including the actual date of Tolling Readiness, but not to exceed 180 days, for TSP's failure to achieve Tolling Readiness by the Tolling Readiness Date. Such amounts shall apply to each bridge affected and may be aggregated if multiple deadlines are not achieved. If the TSP has not achieved Tolling Readiness within 90 days after the Tolling Readiness Deadline, then in addition to continuing to assess Delay Liquidated Damages for up to an additional 90 days, the Joint Board shall be entitled to exercise all other nonmonetary remedies available at law or in equity with respect to such late performance as specified in Section 4.12.5. The per day Delay Liquidated Damages are:

East-End Bridge:	\$15,000
Downtown Bridges Temporary Traffic Configuration:	\$15,000
Downtown Bridges Final Traffic Configuration:	\$15,000

4.12.5. Sole Remedy; Cumulative

Except as provided in Section 4.10, the Delay Liquidated Damages payable hereunder are the Joint Board's sole monetary remedy for TSP's failure to achieve Completion Deadlines, and the Joint Board hereby waives all other remedies available at law or in equity with respect to losses resulting from such late performance during the first 90 days of TSP's failure to achieve a Completion Deadline. After 90 days, the Joint Board shall have all other remedies available under this Contract, including the right to

terminate TSP for a TSP Event of Default as set forth in Section 16. The Delay Liquidated Damages under this Section 4.12 are cumulative and may be aggregated if multiple deadlines are not achieved.

4.13 End of Operations and Maintenance Term Acceptance

4.13.1. Requirements

In connection with the expiration or earlier termination of the TCS Operations and Maintenance Term, TSP shall perform each of the required elements of the approved End of Contract Transition Plan. TSP shall provide written notice to the Joint Board when it has complied with all elements of the approved End of Contract Transition Plan, including a list of all transferrable items to be assigned to the Joint Board at the end of the Contract, which list, at a minimum, shall identify and include all essential items required to operate and maintain the roadside system, maintenance online management system, and configuration system, sufficient to allow all transaction information to be posted and processed by a back office system provided by others. TSP shall provide written notice to the Joint Board when all of the following have occurred, which shall be not fewer than 90 days prior to expiration or earlier termination of the Contract Term:

(a) TSP has provided and the Joint Board has accepted updated As-Built System Documentation reflecting any and all changes and modifications that may have occurred during the term of the Contract;

(b) TSP has provided and the Joint Board has approved and accepted all Spare Parts and tools required to properly maintain the System, whether or not the same are indicated in the Spare Parts Inventory;

(c) TSP has supplied and the Joint Board has approved and accepted all necessary manuals to operate and maintain the System, revised as necessary to reflect any and all changes and modifications that may have been made to the System since the manuals were originally provided by the Toll System Provider;

(d) TSP has supplied and Joint Board has approved and accepted completed maintenance records from the Maintenance Online Management System and Monthly Operations and Maintenance Reports;

(e) TSP has trained Joint Board's designated maintenance staff to the Joint Board's satisfaction;

(f) TSP has transferred to the Joint Board or its designee all rights in Software required by Sections 20.5 and 20.6;

(g) To the extent required pursuant to Section 20.6.3, TSP has deposited all Software Source Code necessary for continued operation and maintenance of the TCS

into the Source Code Escrow and the Code Escrow Agent has verified such deposit is accurate and complete; and

(h) TSP furnished a complete and current set of all transferrable system configuration data and Software, customer account management data, financial data, and traffic data 1 year prior to the end of the Contract Term and has provided updates of such data every quarter until the end of the Contract Term.

4.13.2. Certificate of End of Operations and Maintenance Term Acceptance

The Joint Board will issue a Certificate of End of Operations and Maintenance Term Acceptance as soon as reasonably practicable after: (a) the Joint Board finds that all conditions set forth in Section 4.13.1 have been satisfied; (b) the Joint Board finds that all Errors identified as prerequisites to End of Operations and Maintenance Term Acceptance have been corrected; (c) all inspection and testing as described in TR Section TP shall have been completed; and (d) any other conditions precedent to End of Operations and Maintenance Term expressly set forth in this Contract have occurred.

SECTION 5. FLOW OF FUNDS REQUIREMENTS

5.1 Custody and Revenue Control Agreement

TSP acknowledges and agrees that the Joint Board has selected, or shall undertake to procure, a Custodian to hold Gross Revenues collected by TSP, and a Revenue Control Manager to maintain an accounting of Financial Transactions, and review and report on the status of accounts. The Joint Board anticipates entering into a Custody and Revenue Control Agreement, substantially in the form of the draft agreement attached hereto as Exhibit O. TSP acknowledges that it has had an opportunity to review the Custody and Revenue Control Agreement and understands the terms thereof and has taken them into account in establishing the Contract Price and entering into this Agreement. TSP has taken into account and expects to perform the obligations to be allocated to and assumed by TSP pursuant to the Custody and Revenue Control Agreement. TSP agrees that it shall execute and deliver to the Joint Board the final Custody and Revenue Control Agreement within seven (7) business days of the Joint Board's presentation of the execution version of the Custody and Revenue Control Agreement substantially in the form of Exhibit O to the TSP and request for TSP's signature.

5.2 Deposit of Funds into Custodian Accounts

TSP shall, at all times, deposit all Gross Revenues that it collects in performing the Operations and Maintenance Work into the distinct accounts established and maintained by the Custodian, in accordance with the time frames provided in the Custody and Revenue Control Agreement.

5.3 No Commingling of Funds

All Gross Revenues received by TSP shall be identified for deposit into one of the funds established by the Custodian pursuant to the Custody and Revenue Control Agreement and shall be deposited by TSP into such accounts within the time frame designated in such Custody and Revenue Control Agreement. TSP shall not commingle Gross Revenues from the different sources.

5.4 Authorized Personnel

Only TSP personnel specified in the Custodian and Revenue Control Agreement shall have access to and control over the Gross Revenues and accounts.

5.5 Daily Transfer and Reconciliation

Subject to the roles and responsibilities for funds management and control allocated to the Custodian and the Revenue Control Manager pursuant to the Custody and Revenue Control Agreement, TSP shall carry out the responsibilities assigned to it to make daily transfers of funds and reconciliation as specified in TR Section FR.

5.6 Responsibility for Chargebacks and Refunds

TSP shall be responsible for the cost of chargebacks and refunds resulting from TSP error and shall make payment of refunds owing to the Joint Board to the Joint Board within 15 days of demand therefor. Alternatively, at the Joint Board's sole discretion, the Joint Board may offset such refund amounts against any amounts payable to TSP hereunder.

5.7 Revenue Control Manager

TSP shall fully cooperate with and assist the Revenue Control Manager in carrying out its obligations.

SECTION 6. ACCESS TO PROJECT SITE; UTILITIES; ENVIRONMENTAL COMPLIANCE

6.1 Access to Project Site

6.1.1. Except for the CSC and leases to the WUC that the TSP is required to provide, and subject to TSP's coordination responsibilities with the DB Contractor and Developer, the Joint Board shall be responsible for providing TSP with such access to the Project Site as is necessary to perform the Work in accordance with the approved Project Schedule. To the extent that TSP has not been provided with access to the Project Site prior to the date(s) set forth on the Project Schedule, TSP shall perform such Work as is feasible without such access with the goal of minimizing delay to Project completion.

6.1.2. All costs and expenses for the acquisition of any temporary right or interest in real property that TSP determines necessary or desirable for its convenience in performance of the Work, such as for work space, contractor laydown areas, materials or storage areas, or for any permanent interest in real property that TSP may wish to acquire for its convenience which lies outside the ROW, shall be TSP's sole responsibility, to be undertaken at TSP's sole cost and expense. The Joint Board shall have no obligations or responsibilities with respect to the acquisition, maintenance or disposition of such rights or interests, and shall not use its powers of eminent domain in connection therewith, nor shall any States' Party be required to use its powers of eminent domain in connection therewith. TSP will comply with all applicable Laws in acquiring and maintaining or disposing of any such property rights or interests. TSP shall cause the documentation of any such property interest to contain the grantor's express acknowledgment that the Joint Board shall have no liability with respect thereto. Notwithstanding the foregoing, TSP shall be entitled to charge the Joint Board for the Cost of rent and other Pass-Through Cost Items with respect to the WUC, as provided in Section 12.

6.2 Utilities

The Joint Board will ensure that all necessary Utilities (other than the service to be provided by the Communications Network Provider) enter the ROW of each Toll Zone, provided that the Joint Board may, in its sole discretion, require TSP to perform such activities by a Change Order. TSP shall be responsible for verifying the location of all Utilities shown on any Utility Strip Map provided by the Joint Board (including undertaking field inspections and Project Site studies, researching Utility owner records and confirming TSP's findings with the Joint Board and the Utility owners), and for obtaining all Utility installations, hook-ups and service extensions that are required to operate the System, and for coordination with Utility owners, at TSP's cost. TSP shall use its best efforts to minimize costs for which TSP is entitled to compensation, including avoidance of an unidentified Utility where feasible rather than its removal

and/or reinstallation in a new location, and to minimize any delay for which TSP is entitled to an extension in a Completion Deadline pursuant to this Section 6.2.

6.3 Hazardous Materials Management

6.3.1. Procedures and Compensation for Hazardous Materials Management

6.3.1.1. If during the course of the Work, TSP encounters Hazardous Materials, TSP shall (a) promptly notify the Joint Board in writing and advise the Joint Board of any obligation to notify State, Commonwealth or federal agencies under applicable Law; and (b) take reasonable steps, including design modifications and/or construction techniques, to avoid excavation or dewatering in areas with Hazardous Materials. Where excavation or dewatering of Hazardous Materials is unavoidable, TSP shall utilize appropriately trained personnel and shall select the most cost-effective approach to Hazardous Materials Management, unless otherwise directed by the Joint Board. Such approach shall be subject to the prior written approval of the Joint Board.

6.3.1.2. Except where required by applicable Law to take an immediate action, TSP shall afford the Joint Board the opportunity to inspect Project Sites containing Hazardous Materials before any action is taken which would inhibit the Joint Board's ability to ascertain the nature and extent of the contamination.

6.3.1.3. Subject to the limitations and exceptions set forth in this Section 6.3 and Section 13, TSP shall be entitled to a Change Order as set forth in Section 13 providing for additional compensation and/or a time extension with respect to costs and delays directly attributable to the discovery of Hazardous Materials within the ROW.

6.3.2. Hazardous Material Generator

As between TSP and the Joint Board, the Joint Board shall be considered the generator of Hazardous Materials on any ROW as of the Effective Date; provided, however, that the foregoing shall not preclude or limit any rights or remedies that the Joint Board may have against third parties and/or prior owners, lessees, licensees and occupants of the ROW. As between TSP and the Joint Board, TSP shall be considered the generator of any Hazardous Materials on the ROW which result from (a) Release(s) of Hazardous Material attributable to the negligence, willful misconduct, or breach of applicable Law or contract by any TSP-Related Entity; and (b) Release(s) of Hazardous Materials arranged to be brought onto the ROW or elsewhere by any TSP-Related Entity regardless of the cause of the Release of Hazardous Materials.

6.3.3. Hazardous Material Releases Caused by TSP

Hazardous Materials Management costs, including assessment, containment, and remediation expenses, on, arising from or related to and/or which result from (a) Release(s) of Hazardous Material attributable to the actions or omissions of any

TSP-Related Entity; or (b) Release(s) of Hazardous Materials arranged to be brought onto the ROW or elsewhere by any TSP-Related Entity shall not be compensable to TSP, regardless of the cause of the Release of Hazardous Materials.

6.3.4. Hazardous Materials Brought to Project Site by TSP

TSP shall be solely responsible for: (a) compliance with all Laws applicable to Hazardous Materials brought onto the Project Site by any TSP-Related Entity; (b) use, containment, storage, management, transport and disposal of Hazardous Materials in accordance with the Contract Documents and all applicable Laws and Environmental Approvals; and (c) payment of all Losses associated with, arising out of or related to TSP's use of such Hazardous Materials.

6.3.5. Environmental Approvals Relating to Hazardous Materials Management

TSP shall be solely responsible for obtaining all Governmental Approvals relating to Hazardous Materials Management including federal, Commonwealth and State surface water and groundwater discharge permits and permits for recycling or reuse of Hazardous Materials required for performance of the TCS Installation Work. TSP shall be solely responsible for compliance with such Governmental Approvals and applicable Laws, including those governing the preparation of waste profiles, waste manifests and bills of lading.

6.4 Environmental Compliance

6.4.1. TSP shall be responsible for compliance with all conditions and requirements of the Environmental Approvals, including the Joint Board-Provided Approvals and similar Governmental Approvals, specifically applicable to the Project. The Contract Price includes compensation for TSP's performance of all environmental requirements and conditions relating to the Project, including mitigation measures.

SECTION 7. CIVIL RIGHTS; SUBCONTRACTORS; KEY PERSONNEL

7.1 Civil Rights; Equal Employment Opportunity; DBE Participation

7.1.1. TSP shall not, and shall cause the Subcontractors to not, discriminate on the basis of race, color, national origin or sex in the performance of the Work under the Contract Documents. TSP shall carry out, and shall cause the Subcontractors to carry out, applicable requirements of 49 CFR Part 21 and 23 CFR Part 200 in the award and administration of FHWA-assisted agreements. Failure by TSP to carry out these requirements is a material breach of this Contract, which may result in the termination of the Contract Documents or such other remedy as the Joint Board deems appropriate.

7.1.2. TSP shall include Section 7.1.1 in every Subcontract (including purchase orders and in every subcontract of any TSP-Related Entity for Work), and shall require that they be included in all Subcontracts at lower tiers, so that such provisions will be binding upon each Subcontractor.

7.1.3. TSP confirms for itself and all Subcontractors that TSP and each Subcontractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that TSP and each Subcontractor maintains no employee facilities segregated on the basis of race, color, religion or national origin. TSP shall comply with all applicable equal employment opportunity and nondiscrimination provisions set forth in Exhibit F, and shall require its Subcontractors to comply with such provisions.

7.1.4. TSP shall exercise good faith efforts to encourage DBE participation in the performance of the work.

7.2 Subcontracts

7.2.1. Subject to the nondiscrimination and equal opportunity provisions, TSP may perform the Work with its own personnel, pursuant to Subcontracts with its Affiliates and pursuant to Subcontracts with unaffiliated companies, entities or individuals.

7.2.2. Each Subcontract shall incorporate relevant terms of the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor. TSP shall be solely responsible for the engagement and management of its Subcontractors in the performance of Work, for all Work performed by its Subcontractors and for all acts and omissions of its Subcontractors. TSP shall properly supervise and coordinate the Work performed by its Subcontractors so as to insure that all such Work and all equipment and materials furnished by its Subcontractors conform to the provisions of the Contract Documents.

7.2.3. Each Subcontract shall expressly preserve and protect the rights of the Joint Board under the Contract Documents with respect to the Work to be performed by the

Subcontractor so that the subcontracting thereof will not prejudice such rights. Each Subcontract and agreement with Suppliers shall include provisions granting to the Joint Board the right to succeed to the interest of TSP under, or otherwise accept an assignment of such Subcontract or agreement without cost upon any termination of this Contract (including a termination due to a Joint Board or TSP Event of Default); provided that any such assignment shall be subject to the prior rights, if any, of the surety obligated under the Payment and Performance Bond.

Within ten days after execution of a Subcontract, TSP shall deliver true, correct and complete copies thereof to the Joint Board.

Each Subcontract shall include express requirements that: (i) Subcontractor will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, equipment supplier, designer, service provider); (ii) permit audit thereof by TSP, and provide progress reports to TSP appropriate for the type of work it is performing sufficient to enable TSP to provide the reports it is required to furnish the Joint Board under this Contract; and (iii) allow the assignment thereof to the Joint Board and for the Joint Board to assume the benefit of TSP's rights with liability only for those remaining obligations of TSP accruing after the date of assumption by the Joint Board. No such assignment shall release or relieve TSP from its obligations or liabilities under the assigned Subcontract.

7.2.4. To the extent commercially feasible, TSP shall include the following patent and copyright infringement and trade secret misappropriation provisions in its purchase orders and licensing agreements with TSP's TCS equipment and TCS Software Suppliers. Inclusion of such provisions in TSP purchase orders and licensing agreements with Suppliers shall be subject to verification by the Joint Board.

(a) Suppliers shall represent and warrant that the materials, equipment and devices to be used on or incorporated in the TCS shall be free of any rightful claim of any third party for infringement of any United States patent or copyright or misappropriation of any trade secret.

(b) If notified promptly in writing and given authority, information and assistance, the Supplier shall defend, or may settle, at its expense, any further proceeding against TSP and/or the Joint Board, their respective officers, employees and agents, insofar as it is based on any claimed patent or copyright infringement or misappropriation of any trade secret which would result in a breach of this warranty and the Supplier shall indemnify, protect, defend and hold harmless TSP and the Joint Board from, and pay, all damages and costs awarded therein against TSP and the Joint Board, and their respective officers, employees, agents, or assigns.

(c) The Supplier shall report to TSP and the Joint Board promptly and in reasonable written detail, each notice or claim of patent or copyright infringement or

misappropriation of any trade secret based on the performance of this Contract of which the Supplier has knowledge.

(d) In the event of any claim or dispute against TSP and/or the Joint Board on account of any alleged patent or copyright infringement or misappropriation of any trade secret arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Supplier shall furnish to TSP and the Joint Board all evidence and information in the possession of the Supplier pertaining to such suit or claim.

(e) The Supplier shall furnish such evidence or information at its expense.

7.2.5. TSP shall provide the collection services required pursuant to TR Section CA by subcontracting for such services with a collection agency to be identified by TSP and approved by the Joint Board at least 30 days prior to the first Revenue Service Date. The term of the Subcontract between TSP and the approved collection agency for performance of such services shall be for no more than three (3) years, commencing on the first Revenue Service Date. Such Subcontract shall provide that it may be extended at the option of the TSP for a maximum of five (5) additional one year option periods, and that failure of the TSP to exercise an option to extend the collection agency Subcontract for any year shall terminate all remaining options, and shall include the termination provisions required pursuant to Section 15.11.1 and Section 15.11.2.

7.3 Key Personnel; Qualifications of Employees

7.3.1. TSP shall appoint a Program Manager, a Project Manager-Installation, and a Project Manager-Operations and Maintenance. These positions shall be considered Key Personnel. TSP shall not change, or permit any change in, any Key Personnel without the prior written consent of the Joint Board, in its sole discretion.

7.3.2. All individuals performing Work shall have the skill and experience and any licenses required to perform the Work assigned to them. If the Joint Board determines, in its sole discretion, that any Person employed by TSP or any Subcontractor is not performing the Work in a proper, desirable and skillful manner or is detrimental to the progress of the Work, then, at the written request of the Joint Board, TSP shall remove such Person from the Project and such Person shall not be reemployed on the Project without the prior written approval of the Joint Board. If such Person is not removed or if TSP fails to ensure that skilled and experienced personnel are furnished for the proper performance of the Work, then the Joint Board may suspend the affected portion of the Work by delivery of written notice of such suspension to TSP. Such suspension shall in no way relieve TSP of any obligation contained in the Contract Documents or entitle TSP to a Claim or Change Order. Once compliance is achieved, the Joint Board will notify TSP and TSP shall promptly resume the Work. During the period of any such suspension, TSP shall not be entitled to the payment of any portion of the applicable Price or any other payment hereunder.

7.3.3. A TSP Authorized Representative shall be available at all times while Work is actually in progress. TSP shall provide phone and pager numbers for all Key Personnel. The Joint Board requires the ability to contact the Key Personnel 24 hours per Day, seven days per week.

7.3.4. TSP acknowledges and agrees that the award of this Contract by the Joint Board to TSP was based, in large part, on the qualifications and experience of the personnel listed in the Proposal and TSP's commitment that such individuals would be available to undertake and perform the Work. TSP represents, warrants and covenants that such individuals are available for and will fulfill the roles identified for them in the Proposal in connection with the Work. Unless otherwise agreed to by the Joint Board in writing, individuals filling Key Personnel roles shall be available for the Work and shall maintain active involvement in the prosecution and performance of the Work. In addition to the foregoing, the Joint Board reserves the right to require a 100% time commitment per position from any Key Personnel if the Joint Board, in its sole discretion, determines that such personnel are not devoting sufficient time to the prosecution and performance of the Work.

7.4 Responsibility for Employees and Subcontractors

TSP shall supervise and be responsible for the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by any TSP-Related Entity, as though TSP directly employed all such Persons. Notwithstanding the foregoing, the Joint Board shall have the right, at any time to require TSP to immediately remove from the Project any TSP employee that the Joint Board determines poses a potential health, safety or security threat to the Joint Board's customers, employees, agents or assets or who the Joint Board determines does not meet the minimum performance requirements of the Work.

SECTION 8. PERFORMANCE AND PAYMENT BONDS; GUARANTY; FINANCIAL INFORMATION

8.1 Provision of Bonds

TSP shall provide payment, performance and warranty bonds to the Joint Board securing TSP's obligations hereunder, each in an amount set forth herein, and shall maintain such bonds in full force and effect as described below.

8.1.1. As a condition to issuance of the NTP, TSP shall provide, and continuously maintain in place for the benefit of the Joint Board, a Performance Bond in the form of Exhibit P for the TCS Installation Work. The Performance Bond shall be in the amount of the Total Toll Collection System Capital Price specified in the Price Proposal. Subject to Section 8.1.3, the Joint Board will release the Performance Bond if a separate Warranty Bond is provided, or if a rider is provided pursuant to Section 8.1.3, reduce the amount of the Performance Bond, as applicable, (a) upon expiration of the General Warranty Period specified in Section 11.4.1(ii), provided that no outstanding claims are then pending or threatened against TSP hereunder, or (b) upon satisfaction of the conditions in Section 8.1.3.

8.1.2. As a condition to issuance of the NTP, TSP shall provide, and continuously maintain in place for the benefit of the Joint Board, a Payment Bond in the form of Exhibit Q for the TCS Installation Work. Such bond shall be in an amount of 100% of the Total Toll Collection System Capital Price. Subject to Section 8.1.3, the Joint Board will release the Payment Bond (a) upon receipt of (i) evidence satisfactory to the Joint Board that all Persons eligible to file a claim against the bond have been fully paid and (ii) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the bond, (b) upon expiration of the statutory period for Subcontractors to file a claim against the bond if no claims have been filed, or (c) upon satisfaction of the conditions in Section 8.1.3.

8.1.3. As of System Acceptance, subject to the requirements herein, TSP will obtain a reduction in the amount of the Performance Bond by providing a warranty bond, or such other security as is approved by the Joint Board, in its good faith discretion, which shall guarantee performance of the Work required to be performed during the General Warranty Period and which shall also constitute a payment bond guaranteeing payment to Persons performing such Work. The Warranty Bond shall be (i) in an amount equal to 10% of the Total Toll Collection System Capital Price and (ii) substantially in the form attached hereto as Exhibit R (with such modifications as the Joint Board approves in writing, in its sole discretion). The Joint Board will release the Warranty Bond (a) upon receipt of (x) evidence satisfactory to the Joint Board that all Persons eligible to file a claim against the bond have been fully paid, and (y) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the bond, or (b) upon expiration of the statutory period for Subcontractors to file a claim against the bond if no claims have been filed.

8.1.4. As a condition to System Acceptance, TSP shall furnish the Joint Board with (a) a Maintenance Performance Bond in the form of Exhibit S-1 (with such modifications as the Joint Board approves in writing, in its sole discretion), and (b) a Maintenance Payment Bond in the form of Exhibit S-2 (with such modifications as the Joint Board approves in writing, in its sole discretion). Commencing from and after System Acceptance and continuing during the TCS Operations and Maintenance Term, the Maintenance Performance Bond shall be in an amount equal to 100% of the Total Toll Collection System Operations and Maintenance Price for one year for the then current year of the TCS Operations and Maintenance Term. Commencing from and after System Acceptance and continuing during the TCS Operations and Maintenance Term, the Maintenance Payment Bond shall be in an amount equal to 100% of the Total System Maintenance Price for one year for the then current year of the TCS Operations and Maintenance Term. If the Joint Board exercises the Software Maintenance Option, then subject to the satisfaction of the conditions stated below for release of the Maintenance Performance Bond and the Maintenance Payment Bond, during the Software Maintenance Option Period, each of the Maintenance Performance Bond and the Maintenance Payment Bond may be reduced to an amount equal to the greater of (a) 25% of the then current amount of each such bond, or (b) 100% of the total annual compensation to be paid by the Joint Board to the TSP for performing the Software maintenance work for the then current year of the Software Maintenance Option Period. TSP's obligation to maintain and provide a current Maintenance Performance Bond and Maintenance Payment Bond shall continue throughout the TCS Operations and Maintenance Term, and if the Joint Board exercises the Software Maintenance Option, the TSP's obligation to maintain and provide the Maintenance Performance Bond and the Maintenance Payment Bond shall continue throughout the Software Maintenance Option Period, subject to reduction in amount as stated above. Notwithstanding the foregoing sentence, the Joint Board will accept a Maintenance Performance Bond and a Maintenance Payment Bond with a stated term of at least one year with a statement set forth in the applicable bond that it shall be renewable annually in accordance with the surety's customary renewal practices. Provided that TSP has paid the Joint Board any applicable Performance Liquidated Damages and Performance Stipulated Damages, compensation for Losses and any other amounts that are payable to the Joint Board under the Contract Documents, then if the Joint Board has not exercised the Software Maintenance Option, the Maintenance Performance Bond(s) shall be released after the satisfaction of all conditions to Final Payment of the Toll Collection System Operations and Maintenance Price pursuant to Section 12.5 at the end of the TCS Operations and Maintenance Term. If the Joint Board has not exercised the Software Maintenance Option, then upon expiration of the TCS Operations and Maintenance Term, the Joint Board will release the Maintenance Payment Bond (i) upon receipt of (A) evidence satisfactory to the Joint Board that all Persons eligible to file a claim against the bond have been fully paid, and (B) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the bond, or (ii) upon expiration of the statutory period for Subcontractors to file a claim against the bond if no claims have been filed. If the Joint Board exercises the Software Maintenance Option,

then the Maintenance Performance Bond(s) shall be released after satisfactory completion of all Software maintenance work TSP is obligated to perform prior to the end of the Software Maintenance Option Period, and the Maintenance Payment Bond will be released (i) upon receipt of (A) evidence satisfactory to the Joint Board that all persons eligible to file a claim against the bond have been fully paid, and (B) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notices of a claim against the bond, or (ii) upon expiration of the statutory period for Subcontractors to file a claim against the bond if no claims have been filed.

8.1.5. Each bond required hereunder shall be issued by an Eligible Surety authorized to do business in the State of Indiana and listed on United States Department of the Treasury's Listing of Approved Sureties and otherwise approved by the Joint Board in its sole discretion. If any bond previously provided becomes ineffective, or if the surety that provided the bond no longer meets the requirements hereof, TSP shall provide a replacement bond in the same form issued by a surety meeting the foregoing requirements, or other assurance satisfactory to the Joint Board in its sole discretion. If a Contract Price Component is increased in connection with a Change Order, the Joint Board may, in its sole discretion, require a corresponding proportionate increase in the amount of each bond or alternative security.

8.1.6. Subject to Section 18.7, no draw under any Performance Bond, Payment Bond, Maintenance Performance Bond or Maintenance Payment Bond shall preclude, inhibit, alter or modify the Joint Board's rights to exercise any and all other rights and remedies available under the Contract Documents, at law or in equity; provided, however, that any recovery under any bond shall reduce the obligations of Guarantor under any Guaranty.

8.2 Guaranty

[] is the Guarantor of TSP's obligations under the Contract Documents. Such guaranty, in the form attached hereto as Exhibit Z to this Contract, assures performance of TSP's obligations hereunder and shall be maintained in full force and effect throughout the duration of this Contract. TSP shall periodically report to the Joint Board regarding the financial capacity of the Guarantor as required in Section 8.4. If, at any point in the course of this Contract, the Guarantor's financial capacity is materially negatively affected, as determined by the Joint Board in its good faith discretion, the Joint Board may require, and the TSP shall provide, one or more additional guaranties so that the combined financial capacity of the Guarantor and the additional guarantors provides equivalent security to the Joint Board as the guaranty provided as of the Effective Date of this Contract. Each such guaranty shall be substantially in the form provided in Exhibit Z, together with appropriate evidence of authorization, execution, delivery and validity thereof. ***[SECTION WILL BE DELETED IF GUARANTY IS NOT REQUIRED.]***

8.3 No Relief of Liability

Notwithstanding any other provision set forth in the Contract Documents, performance by a surety or Guarantor of any of the obligations of TSP shall not relieve TSP of any of its obligations hereunder.

8.4 Periodic Updated Financial Information

Each year during the term of this Contract, within 60 days following the completion of TSP's and the Guarantor's annual audited financials, TSP shall deliver to the Joint Board:

(a) The audited financial statements for the prior year, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) for TSP, its equity members and each Guarantor. If an entity does not have individual financial statements, but, rather, financial statements are prepared on a consolidated basis for that entity and other entities, the consolidated financial statements shall be acceptable. Financial statements must be provided in U.S. dollars. If financial statements submitted are prepared in accordance with other than U. S. GAAP, TSP shall include a letter from the entity's chief financial officer, treasurer, or certified public accountant discussing the areas of the financial statements that would be materially affected by a conversion to U.S. GAAP and providing an estimate of changes required to recalculate in accordance with U.S. GAAP. If audited financials are not available TSP shall include unaudited financials for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity. Provision of financial statements and information for a parent company or other affiliate will not be sufficient to satisfy the requirement to provide financial statements.

(b) Any financial ratings obtained.

(c) The most recent Securities and Exchange Commission 10 K and 10 Q reports and any 8-Ks filed since submission of the prior year's financial information (if TSP is publicly held or otherwise required to make such filings).

SECTION 9. INSURANCE

The insurance provided hereunder shall be available for the benefit of the Joint Board and TSP with respect to covered claims, but shall not be interpreted to relieve TSP of any obligations hereunder. All insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by the Joint Board and authorized or approved to do business in the State. All limits of liability set forth below are in U.S. dollars. All insurance coverage and limits provided by TSP and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

9.1 TSP Provided Insurance

As a condition to issuance of the NTP, TSP shall provide, at its own expense, insurance acceptable to the Joint Board as described herein and shall maintain such insurance in full force and effect throughout the duration of this Contract as specified herein. TSP may satisfy these requirements for specific coverages and limits through various methods including the use of combined forms, e.g., professional liability and cyber liability, to meet coverage requirements and combinations of primary and excess policies for achieving required limits. Use of such options is permissible provided that the resulting insurance policies meet all the requirements specified in this Section 9 and approved in advance by the Joint Board.

9.1.1. Commercial General Liability Insurance

(a) TSP shall obtain and maintain a policy or policies of commercial general liability insurance for bodily injury, property damage, personal injury and advertising injury.

(b) Coverage shall be written on an occurrence form that shall provide coverage at least as broad as and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 10 01.

(c) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract.

(d) Such insurance shall include, by its terms or appropriate endorsements, coverage for bodily injury, broad form property damage, personal injury, blanket contractual, independent contractors, premises operations, and products and completed operations. The commercial general liability insurance coverage shall have limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute either through continuous maintenance of completed operations

coverage in TSP's corporate insurance program, including an endorsement providing completed operations coverage for additional insureds, or by purchase of extended completed operations coverage.

9.1.2. Workers' Compensation Insurance

During all phases of the Project, TSP shall obtain and maintain and shall require all Subcontractors of all tiers to obtain and maintain, a policy or policies of insurance providing workers' compensation statutory benefits and employer's liability in conformance with the laws of the States of Kentucky and Indiana. Employer's liability limits shall be no less than \$1 million each accident, each employee, and shall be scheduled under the excess or umbrella liability policies. The workers' compensation policies shall provide the following:

1. A waiver of subrogation in favor of the Indemnified parties;
2. A provision extending coverage to all states operations;
3. A voluntary compensation endorsement;
4. An alternate employer endorsement;
5. Coverage for liability under the United States Longshore and Harbor Workers' Compensation Act by adding a Longshore and Harbor Workers' Compensation Act coverage endorsement (WC 00 01 06) on an "if any" basis or as otherwise appropriate; and
6. Coverage for liability under Title 46 of the United States Code § 688 ("Jones Act") on an "if any" basis or as otherwise appropriate.

9.1.3. Business Automobile Liability Insurance

(a) TSP shall obtain and maintain and shall require all Subcontractors of all tiers to obtain and maintain a business auto liability policy or policies. Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance, or use of all vehicles connected with performance of the Work, including loading and unloading. TSP auto liability policies shall cover "any auto" (symbol 1). Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the Indemnified Parties. For any contractor of any tier, including TSP, who will be involved in any way with the transportation of Hazardous Materials using its own vehicles, pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) with a sublimit of no less than \$1,000,000.

(b) TSP's automobile liability coverage shall have a combined single limit per policy period of not less than \$10,000,000 and may be scheduled under the excess or umbrella liability policies to achieve the desired limit. Excess or umbrella policies shall cover "any auto" (symbol 1) or shall be specifically endorsed to include liability coverage on an excess basis for vehicles owned or operated by TSP's Subcontractors. The required limits can be satisfied by a combination of a primary policy and an excess or umbrella policy.

9.1.4. Umbrella or Excess Liability Insurance

(a) TSP shall obtain and maintain an umbrella or excess liability insurance policy to provide a total liability limit of not less than \$10,000,000, that will provide bodily injury, personal injury and property damage liability coverage on an occurrence basis at least as broad as the primary coverages set forth above including commercial general liability and employer's liability in excess of the amounts set forth above.

(b) Such policy or policies shall include the following terms and conditions:

1. Policies shall contain a drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted or for occurrences covered by an umbrella policy but not covered in the underlying insurance;

2. Policies shall provide coverage at least as broad as found in the underlying primary policies; and

3. There shall be no additional limiting endorsements that are not in the primary policy or that have not been reviewed and approved by the Indemnified Parties or their representatives.

9.1.5. Cyber Liability Insurance

TSP shall obtain and maintain and shall require all Subcontractors of all tiers with access to sensitive information to obtain and maintain "Cyber Liability" insurance, including privacy liability coverage and business income coverage, with limits of not less than \$10,000,000 per incident and in the aggregate. If written on a "claims made" basis, the policy shall include prior acts at least as far in the past as the effective date of this agreement. Coverage shall apply to both electronic and physical breaches and to employee data as well as customer data. Information in the care, custody, or control of vendors shall be covered, including coverage for "cloud" systems or for data transferred by a third party. Coverage shall apply to accidental losses as well as breaches perpetrated by outsiders or employees. Regulatory fines and penalties shall be covered. The policy shall contain no requirement that all data be encrypted. Any business interruption coverage waiting period shall be no greater than 12 hours. The indemnified parties shall also be insureds.

9.1.6. Crime Insurance

TSP shall obtain and maintain and shall require all Subcontractors of all tiers with access to sensitive information to obtain and maintain Crime (Blanket Fidelity) with limits of not less than \$5,000,000 covering employee dishonesty, forgery and alteration, and “all risks” of loss or destruction of moneys and securities held by TSP or its Subcontractors in the performance of the Operations and Maintenance Work hereunder.

9.1.7. Professional Liability Insurance

(a) During all phases of the Project, TSP shall obtain and maintain or cause others, as appropriate, to obtain and maintain liability insurance for covering loss arising out of Errors or omissions in the performance of services in connection with this Contract, with limits not less than \$5,000,000 per claim and in the aggregate.

(b) No self-insured retention for TSP shall exceed \$250,000 without prior written approval from the Joint Board, in its good faith discretion. Coverage shall apply specifically to professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of the first date of design or project or construction management activities, and no later than the date on which the RFP was issued.

(c) TSP agrees to maintain this required coverage for a period of no less than three years after System Acceptance or to purchase an extended reporting period for no less than three years after System Acceptance. The coverage shall include all TSP-Related Entities that are performing design services with respect to the Project.

(d) The Joint Board, the States’ Parties and the other Indemnified Parties shall be added as additional insureds for professional liability or errors and omissions insurance, but only for Losses (i) first made or incurred on or after the effective date of this Agreement and (ii) for vicarious or imputed liability of the additional insureds that results from wrongful acts committed solely by the named insured.

9.1.8 Other Insurance

If TSP shall intend to perform or contract for performance of any of the following activities, TSP must first: inform the Joint Board or its representative of the intent to conduct such activities; obtain approval for such activities; and provide evidence of insurance for such activities in accordance with the requirements of the Joint Board. No such activities shall commence prior to TSP obtaining Joint Board approval and providing the required evidence of insurance:

1. Use of watercraft 26 feet or longer;
2. Use of Aircraft;

3. Excavation;
4. Work within 50 feet of a railroad.

9.2 General Insurance Requirements

9.2.1. Premiums, Deductibles and Self-Insured Retentions

TSP shall timely pay the premiums for all insurance required under this Section 9. TSP agrees that, for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which TSP is responsible hereunder, TSP shall be solely responsible for all deductibles, self-insured retentions and loss in excess of the coverage provided.

9.2.2. Verification of Coverage

9.2.2.1. Evidence of Insurance. Concurrently with TSP's execution hereof, TSP will deliver to the Joint Board (1) a certificate of insurance with respect to each policy required to be provided by TSP under this Section 9 and (2) copies of all endorsements to the policies that set forth the required additional insureds and other amendments to the policy forms. The Joint Board shall have no duty to pay or perform under this Contract until such certificate(s) and endorsements, in compliance with all requirements of this Section 9, have been provided. Upon the Joint Board's request in conjunction with a dispute, claim, item for which the insurance required hereunder is contemplated to cover and/or the Joint Board's reasonable belief that TSP has not complied with the requirements of this Section 9, TSP shall provide to the Joint Board certified, true and exact copies of each of the insurance policies (including renewal policies) required under this Section 9. TSP acknowledges and agrees that any actual or alleged failure on the part of the Joint Board to inform TSP of non-compliance with any requirement imposes no additional obligations on the Joint Board nor does it waive any rights hereunder.

9.2.2.2. Renewal Policies. TSP shall promptly deliver to the Joint Board a certificate of insurance and copies of all endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence of insurance shall be delivered not less than 5 days prior to the expiration date of any policy. If requested by the Joint Board from time to time, certified duplicate copies of the renewal policy shall also be provided. To the extent TSP is unable to deliver such evidence of insurance by the specified date through no fault of the TSP and despite making its best efforts and provided that such certificate is delivered prior to the expiration date of the relevant policy, TSP will not be deemed to be in default of this Section for the purposes of Section 16. However, in the event that TSP is unable to deliver such evidence of insurance as provided for in this Section 9.2.2.2, TSP shall provide some other form of evidence of coverage prior to expiration of the current policy. Such evidence may

include a binder of insurance or other form of written confirmation signed by TSP's insurance broker or insurer representative indicating that such coverage has been bound. The required evidence of insurance shall be provided as soon as it is available but in no case later than 3 days after the renewal policies have expired.

9.2.3. Subcontractor Insurance Requirements

TSP shall cause each Subcontractor to provide insurance that complies with requirements for TSP-provided insurance set forth in this Section 9 in circumstances where the Subcontractor is not covered by TSP-provided insurance and provided that TSP shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. TSP shall cause each such Subcontractor to include each of the Indemnified Parties as additional insureds under such Subcontractor's general liability and motor vehicle liability insurance policies. TSP shall require each such Subcontractor to waive its rights of recovery against the indemnified parties and to require that its workers' compensation insurer agree to waive any subrogation rights the insurers may have against the Indemnified Parties. If requested by the Joint Board, TSP shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. The Joint Board shall have the right to contact the Subcontractors directly in order to verify the above coverage.

9.2.4. Endorsements and Waivers

All insurance policies required to be provided by TSP hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only the following clause (c) shall be applicable:

(a) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents and consultants, and shall specify that coverage continues notwithstanding the fact that TSP has left the Project Site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured or additional insured shall be in excess of such insurance and shall not contribute with it.

(b) The insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

(c) Each policy shall be endorsed to state that coverage shall not be suspended, voided or canceled except after 30 days' prior written notice (10 days for cancellation for non-payment of premium), has been given to the Joint Board (or any other method of giving notice permitted under Section 21.11). Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

Without limiting the foregoing, TSP shall provide written notice to the Joint Board forthwith upon becoming aware of any such change or pending change in coverage or of any modification or reduction in coverage or limits.

(d) All endorsements adding additional insureds to required policies shall be on ISO form CG-20-10-01 or an equivalent form(s) providing additional insureds with coverage for “completed operations.” If equivalent form(s) are used, TSP shall ensure that such form(s) provides coverage equivalent to the 1985 Form with respect to liability arising from performance of the Work irrespective of where it is performed and that completed operations coverage for additional insureds is afforded. Such completed operations coverage for additional insureds may be provided on a separate endorsement such as ISO form CG 20 37.

9.2.5. Waivers of Subrogation

The Joint Board and TSP waive all rights against each other, against each of their agents and employees and against Subcontractors and their respective members, directors, officers, employees, agents and consultants for any claims, to the extent covered by insurance obtained pursuant to this Section 9, except such rights as they may have to the proceeds of such insurance and provided further that, TSP shall not be entitled to additional compensation or time extension under this Contract to the extent compensated by any insurance specified herein. TSP shall require all Subcontractors to provide similar waivers in writing each in favor of all other parties enumerated above. Each policy, including workers’ compensation, shall include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents and consultants).

9.2.6. Changes in Requirements

The Joint Board shall notify TSP in writing of any changes in the requirements applicable to insurance required to be provided by TSP. Pursuant to a Change Order, the Joint Board shall pay any additional cost from such change and any reduction in cost shall reduce the applicable Price.

9.2.7. No Recourse

There shall be no recourse against the Joint Board for payment of premiums or other amounts with respect to the insurance required to be provided by TSP hereunder.

9.2.8. Support of Indemnifications

The insurance coverage provided hereunder by TSP is not intended to limit TSP’s indemnification obligations under Section 18.

9.2.9. Commercial Unavailability of Required Coverages

If, through no fault of TSP, any of the coverages required in this Section 9 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the Joint Board will work with TSP to find commercially reasonable alternatives to the required coverages that are acceptable to the Joint Board. TSP shall not be entitled to any increase in any Contract Price Component for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. The Joint Board shall be entitled to a reduction in the Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, with the amount to be determined based on evidence of insurance premiums as of the Proposal Date). The Joint Board's right to a reduction in the Contract Price as set forth in the preceding sentence shall be without regard to the insurance costs expended by the TSP for the less than equivalent coverage or on other insurance required under this Section 9.

9.3 Prosecution of Claims

Unless otherwise directed by the Joint Board in writing, TSP shall be responsible for reporting and processing all potential claims under the insurance required to be provided under this Section 9. TSP agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of the Joint Board, whether for defense or indemnity or both. The Joint Board agrees to promptly notify TSP of the Joint Board's incidents, potential claims, and matters which may give rise to an insurance claim by the Joint Board, to tender its defense or the claim to TSP, and to cooperate with TSP as necessary for TSP to fulfill its duties hereunder.

9.4 Commencement of Work

TSP shall not commence Work under this Contract until it has obtained the insurance required under this Section 9, has furnished original certificates of insurance and endorsements as required evidencing the coverage as required under Section 9.2.2 and such insurance has been approved in writing by the Joint Board. TSP shall not allow any Subcontractor (or shall such Subcontractor be entitled) to commence work under its Subcontract until the insurance required of the Subcontractor has been obtained and approved by TSP. No delay in securing such insurance, certificates of insurance or approvals shall extend any time period or TCS Completion Deadline or provide TSP any other relief or entitlement for a Change Order.

9.5 The Joint Board's Right to Remedy Breach by TSP

If TSP or any Subcontractor fails to provide insurance as required herein, the Joint Board shall have the right, but not the obligation, to purchase such insurance or to suspend TSP's right to proceed until proper evidence of insurance is provided. Any amounts paid by the Joint Board shall, at the Joint Board's sole option, be deducted from amounts payable to TSP or reimbursed by TSP upon demand, with interest

thereon from the date of payment by the Joint Board to the reimbursement date, at the maximum rate allowable under applicable Law. Nothing herein shall preclude the Joint Board from exercising its rights and remedies under Section 16 as a result of the failure of TSP or any Subcontractor to satisfy the obligations of this Section 9.

9.6 Disclaimer

TSP and each Subcontractor have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. The Joint Board makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 9 are adequate to protect TSP against its undertakings under the Contract Documents or its liability to any third party or preclude the Joint Board from taking any actions as are available to it under the Contract or otherwise at law.

SECTION 10. TITLE; MAINTENANCE DURING PERFORMANCE OF TCS INSTALLATION WORK

10.1 Title

Subject to the provisions of Section 20 with respect to intellectual property rights, TSP warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Project or are purchased for the Joint Board for the operation, maintenance or repair thereof, free and clear of all Liens. Title to all of such materials, equipment, tools and supplies which shall have been delivered to a Project Site shall pass to the Joint Board, free and clear of all Liens, upon the sooner of (a) incorporation into the Project, or (b) payment by the Joint Board to TSP of invoiced amounts pertaining thereto.

10.2 Maintenance During Performance of TCS Installation Work

During performance of the TCS Installation Work, TSP shall maintain, rebuild, repair, restore or replace all TCS Installation Work, including materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during installation of the TCS that is injured or damaged prior to the commencement of the TCS Operations and Maintenance Term, regardless of who has title thereto under the Contract Documents and regardless of the cause of the damage or injury, at no additional cost to the Joint Board, except to the extent that the Joint Board is responsible for such costs in accordance with the express terms of this Contract. TSP acknowledges and agrees that the full compensation for such

maintenance work prior to commencement of the TCS Operations and Maintenance Term is included in the Total Toll Collection System Capital Price.

SECTION 11. STANDARDS OF PERFORMANCE, CORRECTION OF WORK AND WARRANTIES

11.1 TSP Standards of Performance

TSP shall perform and provide all Work required under the Contract Documents in accordance with the TSP Standards of Performance set forth in Sections 11.1.1 through 11.1.4 and the Technical Requirements, subject to the exclusions set forth in Section 11.1.5:

11.1.1. Configuration. TSP shall perform the Configuration Work in accordance with generally accepted professional standards and the standard of care imposed under the Laws of the State and the Commonwealth applicable to engineers and designers performing work of similar complexity, quality and scope and in accordance with all the requirements of the Contract Documents.

11.1.2. Materials and Installation. Any and all materials, equipment, supplies and furnishings incorporated in the Work or provided by TSP hereunder shall be new, shall comply with the requirements of the Contract Documents, including the Technical Requirements, and shall be of good quality, free of defects and suitable for their intended purpose, and TSP shall perform the TCS Installation Work in a workmanlike manner, without defects in construction or workmanship and shall comply with all requirements of the Contract Documents with respect thereto.

11.1.3. TCS Software. All TCS Software furnished as part of the Work shall be suitable for its intended purpose and free from programming errors affecting performance and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions and other applicable descriptions and standards set forth in the Contract Documents, and such Software shall conform to the standards generally observed in the industry for similar Software. All TCS Software shall be compatible with the TCS equipment. **THE SOFTWARE WARRANTIES SET FORTH IN THIS SECTION 11.1.3 ARE EXCLUSIVE AND ARE IN LIEU OF ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11.1.4. No Deviations. The TCS, the installation thereof and all other Work shall be free of Deviations that do not constitute Joint Board approved Deviations.

11.1.5. Exclusions From and Limitations of Standards of Performance. The TSP Standards of Performance exclude damage or defect caused by abuse or accidents (unless such accident was due in part to TSP's failure to comply with the TSP Standards of Performance), adaptations or modifications (including, without limitation, adaptations or modifications of TCS Software) not executed by TSP or its agents,

employees, Suppliers and/or Subcontractors, and normal wear and tear under normal usage.

11.2 Notice of Breach of Standards of Performance

The Joint Board shall give a Breach of Standards of Performance Notice to TSP promptly after the Joint Board obtains Actual Knowledge that any Work does not comply with the TSP Standards of Performance. If the Joint Board fails to provide written notice promptly after obtaining Actual Knowledge thereof, such failure shall not constitute a waiver of the Joint Board's rights under this Section 11, but TSP shall not be responsible for the increase in Cost, if any, resulting from the Joint Board's failure to provide timely written notice.

11.3 Correction of Work Prior to Warranty Periods

Prior to the commencement of the warranty periods set forth in Section 11.4, if TSP has Actual Knowledge that any Work does not comply with the TSP Standards of Performance or has received a Breach of Standards of Performance Notice from the Joint Board, TSP shall promptly re-perform, correct, repair or replace such Work and promptly repair any damages to the Toll Facilities, Bridges or property of third parties to the extent caused by such Work failing to comply with the TSP Standards of Performance.

11.4 Warranty Periods

11.4.1. General Warranty Period. Except as otherwise provided in Section 11.4.2 below, the General Warranty Period for all aspects of the Work shall commence on the applicable Revenue Service Date for each Bridge, and on the first Revenue Service Date for the BOS, and shall extend for the period specified in this Section 11.4.1; provided that if this Contract is terminated for any reason prior to the applicable Tolling Readiness Date, then the general warranty shall apply only to Work completed or provided on or prior to such termination and the warranty period shall commence upon the termination date and extend for the specified period. The applicable warranty periods from commencement thereof are: (i) for roadside Software and Hardware, the General Warranty Period shall be one year; and (ii) for the BOS and CSC, all associated interfaces Software and Hardware and any of the Work supplied by TSP, the General Warranty Period shall be three years.

11.4.2. Warranty Period for Repairs. The warranty period for correction, repair or replacement performed under this Section 11.4.2 shall extend for the remainder of the applicable General Warranty Period unless upon completion of the repair or replacement there is less than one year remaining in the General Warranty Period, in which case the warranty period for the correction, repair or replacement shall be the remaining period in the applicable General Warranty Period plus one additional year.

11.4.3. Maintenance Warranty Work. The Warranties shall also apply to all Work re-done, repaired, corrected or replaced by TSP in the performance of its obligation to maintain the Project during the TCS Operations and Maintenance Term. The Warranties as to each such re-done, repaired, corrected or replaced element of the Work during the TCS Operations and Maintenance Term shall remain in effect until one year after acceptance by the Joint Board of such element of the Work, notwithstanding expiration of the TCS Operations and Maintenance Term.

11.4.4. Suppliers' and Manufacturers' Warranties. For equipment, materials or Software with Supplier warranties longer than the applicable warranty period hereunder (and without intending to limit TSP's warranty under this Contract with respect thereto), TSP shall assign such Supplier warranties to the Joint Board upon the expiration of the applicable warranty period hereunder.

11.5 Compliance with Standards of Performance During Warranty Period

11.5.1. Re-performance, Correction and Repair. If a Breach of Standards of Performance Notice is served on TSP during the applicable General Warranty Period, TSP, at its cost, shall promptly correct or re-perform any Work that does not comply with the TSP Standards of Performance, including the repair, replacement or modification of any item of material, equipment or Software so that it conforms to the TSP Standards of Performance, and shall promptly repair any damage to the Toll Facilities, Bridges or property of third parties to the extent caused by TSP's failure to comply with the TSP Standards of Performance in order to return the same to its condition existing immediately prior to the damage. In the case of remedial Work to be performed by TSP hereunder, TSP shall provide all labor, supervision, equipment, tools and materials necessary to perform the remedial Work and shall bear all the expenses in connection therewith. The cost of all Work incidental to such remedy, including the removal, disassembly, replacement or reinstallation of conforming Work, materials or equipment, and the cost of transporting repaired items to and from the Project, shall be borne solely by TSP. TSP, also at its own cost, shall perform such tests (of the kinds included in the Work) as the Joint Board reasonably may require on any corrected or re-performed Work or on any reinstalled, replaced or modified item of material, equipment or Software to verify that it conforms to the TSP Standards of Performance. TSP shall perform all such remedial Work in a timely manner, and so as to minimize the revenue loss to the Joint Board and to avoid disruption of normal TCS operations, it being acknowledged by TSP that Work which fails to conform to the TSP Standards of Performance may have severe economic consequences to the Joint Board if such Work is not immediately remedied or repaired in accordance with the requirements hereof. TSP will use its best efforts to perform all such warranty work with respect to defective or non-conforming Work which materially and adversely affect operation of the TCS as expeditiously as possible. The corrected or re-performed Work and any repaired, replaced or modified item of material, equipment or Software shall meet all requirements of the TSP Standards of Performance.

11.5.2. Failure to Re-perform, Correct or Repair. If TSP receives a Breach of Standards of Performance Notice during the applicable warranty period and states or by its action (or failure to act) indicates that it is unable or unwilling to proceed with corrective action within five Business Days following receipt of such notice, or if TSP fails to continue and complete such corrective work in accordance with the requirements of Section 11.5.1, then the Joint Board, upon additional written notice to TSP, may itself accomplish the repair, correction, re-performance or replacement in accordance with the terms of this Contract, and TSP shall be responsible for, and shall reimburse to the Joint Board, all costs incurred by the Joint Board in connection therewith. The Joint Board's right to perform such corrective work shall be in addition to any and all other rights and remedies provided in this Contract or by applicable Law, and the performance thereof by the Joint Board shall not relieve TSP of any of its responsibilities under this Contract, including responsibility for compliance with the TSP Standards of Performance.

11.6 No Limitation of Liability

Subject to Section 17, the foregoing Warranties are in addition to all rights and remedies available under the Contract Documents or applicable Law or in equity, and shall not limit TSP's liability or responsibility imposed by the Contract Documents or applicable Law or in equity with respect to the Work, including liability for design defects, latent construction defects, strict liability, breach, negligence, willful misconduct or fraud; provided, however, that upon expiration of the Warranties, TSP shall have no further liability hereunder for patent construction defects.

11.7 Damages for Breach of Warranty

Subject to Section 17 and in addition to the Joint Board's other rights and remedies hereunder, at law or in equity, TSP shall be liable for actual damages resulting from any breach of an express or implied warranty or any defect in the Work, including the cost of performance of such obligations by others; provided, however, that TSP's liability for revenue loss resulting from the failure of the System to perform in accordance with the Performance Requirements shall be as set forth in Exhibit N and in Section 4.

SECTION 12. PAYMENT FOR SERVICES

12.1 Fixed Price

The total compensation that the Joint Board shall pay to TSP for the Work to complete the Project is a fixed price as specified in the Price Sheets in Exhibit C, plus reimbursement of certain actual direct costs for Pass-Through Cost Items specified in Exhibit H.

The Contract Price is comprised of the following: (a) Total Toll Collection System Capital Price; and (b) Total Toll Collection System Operations and Maintenance Price (years 1 through 7). Each of the foregoing categories is further broken down by the Specific Contract Price Component Line Items listed in Exhibit C. Except as otherwise expressly provided in Section 13, the Contract Price shall not be modified other than by Change Order and shall be invoiced and paid as set forth in Sections 12.3, 12.5, 12.6, 12.7 and 12.8.

12.2 Total Toll Collection System Capital Price

The Total Toll Collection System Capital Price, specified on Form G-1, Item Number CP-009 in Exhibit C, is the complete compensation payable to TSP for the performance of all TCS Installation Work hereunder and, except as otherwise expressly provided herein, includes all shipping, transportation and delivery costs with respect to TSP furnished equipment and materials, all Regulatory Approvals to be obtained by TSP pursuant to this Contract, all insurance to be obtained by TSP pursuant to Section 9, all warranties provided by TSP pursuant to Section 11, all federal, state and local taxes on equipment, materials and labor (subject to the limitations set forth therein), including any increases or changes in any such taxes during the term of this Contract, any duties, fees and royalties imposed or payable with respect to any such equipment (including Software), materials and labor, and all of TSP's profit, overhead and markup. The individual Contract Price elements of the Total Toll Collection System Capital Price are further specified in Price Sheets RS-Roadside, BO-Back Office, TC-TOC and System Monitoring, CS-Customer Service Center, PM-Project Management, T-Testing, and DM-Data Mart, and BI-Bonds and Insurance.

12.3 Invoices for Total Toll Collection System Capital Price

12.3.1. Payment Milestones Schedule. The Total Toll Collection System Capital Price shall be paid to TSP in accordance with the Payment Milestones set forth in Exhibit CC, for the compensation specified in the Price Sheets in Exhibit C, sheets G-2 through G-9, which is intended to compensate TSP according to its actual progress in completion of the TCS Installation Work, as measured by Payment Milestones completed in accordance with the Payment Milestone descriptions provided in Exhibit CC. The Payment Milestones shall be used as the basis for the preparation of monthly invoices as set forth in Section 12.3.2, and TSP shall be entitled to include in its

invoice for any month the compensation specified in the Price Sheets for Payment Milestones actually completed during the immediately preceding month, subject to the provisions of Section 12.8.1 below.

The amount of Payment Milestone T-004 (successful completion of the System Production Readiness Tests - TR Section TP 023) shall be not less than 20% of the Total Toll Collection System Capital Price (including the price attributable to the System Production Readiness Tests). The amount of Payment Milestone T-005 (successful completion of the Operations Test - TR Section TP 024) shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the Operations Test). The amount of Payment Milestone T-006 (successful completion of the Systems Acceptance Test and satisfaction of all other conditions to Final Payment of the Total Toll Collection System Capital Price) shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the System Acceptance Test).

The portion of the Total Toll Collection System Capital Price allocable to bond and insurance premiums (for the insurance policies required to be in place following the NTP) shall be payable to reimburse TSP for bond and insurance premiums actually paid, without markup, profit or overhead, not to exceed the line item for such premiums set forth in the Price Proposal. The Joint Board shall not be responsible for the payment of any increases or adjustments in bond or insurance premiums resulting from adverse changes in TSP's financial condition, TSP's risk rating or experience or the acts, omissions, negligence or misconduct of TSP or any member of any TSP-Related Entity.

The amount payable for As-Built System Documentation acceptable to the Joint Board shall equal not less than 1% of the Total Toll Collection System Capital Price. TSP shall not be entitled to payment for the last 1% of the Total Toll Collection System Capital Price until As-Built System Documentation that is acceptable to the Joint Board has been delivered to the Joint Board.

12.3.2. Monthly Invoices. TSP shall prepare a proposed standard form for invoices and obtain the Joint Board's approval of such form prior to submitting its first invoice for payment. On or before the tenth day of each month during the performance of the Work, TSP shall submit to the Joint Board an invoice in the form approved by the Joint Board for the period ending on the last day of the month preceding such month, setting out the portion of the Toll Collection System Capital Price allocable to the TCS Installation Work actually performed by TSP and Payment Milestones actually completed as of the end of such month, and reconciling such invoice with prior invoices, payments and Change Orders. Payments shall only be paid for Payment Milestones actually completed and not for any other work in progress. Invoices can include payments to be made outside the Toll Collection System Capital Price, if any, in accordance with this Contract. TSP shall not invoice for any amounts that are in dispute solely between TSP and a Subcontractor or Supplier which TSP will not pay to such

Subcontractor or Supplier at the time the invoice is submitted, until such time as the dispute is resolved. Such invoice shall specify that fifty percent (50%) of the invoiced amount is due and payable by KPTIA, and fifty percent (50%) of the amount invoiced is due and payable by IFA, and shall indicate the actual amount owing by each such States' Party. Invoices shall also include the following:

12.3.2.1. Certification by the TSP in the form set forth in Exhibit Y;

12.3.2.2. For each Subcontractor or Supplier receiving or expected to receive Subcontracts, purchase agreements or purchase orders in a cumulative amount of \$15,000 or more, written evidence that such Subcontracts, purchase agreements and purchase orders with Subcontractors and Suppliers that provided services, materials or equipment included in the subject draw request contain the following provision: "The Supplier/Subcontractor agrees that receipt of payments or progress payments hereunder constitutes full and unconditional release and waiver, in favor of TSP and the Joint Board and the State's Parties, from all liens, Claims, security interests or encumbrances, known or unknown, suspected or unsuspected, arising out of the materials, equipment, services and other work provided hereunder for which the payment or progress payment is made, except for any potential liens, and amounts in dispute;

12.3.2.3. Such other supporting documentation as may be mutually agreed upon by the Parties;

12.3.2.4. A summary of material acceptance documentation to verify the material incorporated in the monthly progress estimate and stored materials;

12.3.2.5. To the extent that an invoice includes Pass-Through Costs for any facility or service used or to be used for or in connection with both WUC and CSC functions, the invoice shall clearly indicate the amount of such cost allocated to the WUC alone, the methodology used by TSP for such allocation, and back-up documentation justifying such cost allocation. Only the amount of any such Pass-Through Costs allocable to the WUC will be reimbursed, and any portion allocable to the CSC is included in the fixed Contract Price;

12.3.2.6. A statement clearly indicating that fifty percent (50%) of the amount of the invoice is due and payable by KPTIA, and fifty percent (50%) of the amount of the invoice is due and payable by IFA, and acknowledgement that the obligations of each of KPTIA and IFA are severable as to the fifty percent (50%) of the amount allocable to each of KPTIA and IFA, and that neither such State's Party is responsible for payment of the amount of the invoice allocable to the other State's Party.

12.4 Certification of Quality Assurance/Quality Control Compliance

With each invoice, TSP shall submit a certificate, signed and sealed by the TSP's Program Manager, and TSP's Project Manager-Installation (with respect to invoices for Installation Work) or TSP's Project Manager-Operations and Maintenance (with respect to Operations & Maintenance Work), certifying to the Joint Board that:

12.4.1. All Installation Work which is the subject of the invoice has been checked and inspected in accordance with the Quality Management Plan; and

12.4.2. Except as specifically noted in the certification, all Work which is the subject of the invoice fully conforms to the requirements of the System Documentation, applicable Joint Board Standards, other standards and codes required to be complied with under the Contract Documents and all other requirements of the Technical Requirements, subject to any exceptions identified in the certification.

12.5 Operations and Maintenance Price

The Total Toll Collection System Operations and Maintenance Price (years 1 through 7) is \$_____, as specified on the Form G-1, Item Number CP-016 in Exhibit C. The amount of the Total Toll Collection System Operations and Maintenance Price to be paid in each of years 1 through 7 of the Operations and Maintenance Term is the Total Annual System Operations and Maintenance Price. Except as provided in Section 12.5.1 herein, the Total Toll Collections System Operations and Maintenance Price is the complete compensation payable to TSP for the performance of all Operations and Maintenance Work hereunder and, (except as otherwise expressly provided herein with respect to Pass-Through Cost Items), includes all costs with respect to TSP furnished equipment and materials, all insurance to be obtained by TSP pursuant to Section 9, all warranties provided by TSP pursuant to Section 11 with respect to any Operations and Maintenance Work, all federal, state and local taxes on equipment, materials and labor (subject to the limitations set forth therein), including any increases or changes in any such taxes during the term of this Contract, and any duties, fees and royalties imposed or payable with respect to any equipment (including Software), materials and labor, and all of TSP's profit, overhead and mark-up. The individual Contract Price elements of the Total Toll Collection System Operations and Maintenance Price (years 1 through 7) are further specified in Price Sheets Form G-10-Roadside and CMS, Form G-11-Network, Form G-12-BOS-Hosting, Form G-13--BOS IT, Form G-14-TOC and Form G-15-CSC. The fixed component of the Total Toll Collection System Operations and Maintenance Price (years 1 through 7) that is allocable to each year is payable monthly, in arrears, in equivalent installments, beginning with the month following the month in which the Tolling Readiness occurs. Payments shall commence upon commencement of the Operations and Maintenance Term and be subject to the invoice requirements and procedures as specified in Section 12.3. The portion of the fixed component of the Annual System Operations and Maintenance Price for Roadside Operations and Maintenance (Price Sheet G-10, item number OMR-004) shall be subject to adjustment on a per Equipment Lane basis depending upon how many Equipment Lanes are in place and being maintained by the TSP in any invoice period. For any month in which

fewer than 34 Equipment Lanes are being maintained by TSP, the monthly payment of the Total Toll Collection Systems Operations and Maintenance Price shall be reduced by the difference between 34 and the number of Equipment Lanes actually being maintained, times the per Equipment Lane unit price indicated in Price Sheet G-10, item number OMR-001.

12.5.1. Collection Status Violation Fee. In addition to the Total Toll Collection System Operations and Maintenance Price (years 1 through 7), TSP shall be paid a Collection Status Violation Fee in an amount equal to ten percent (10%) of the amount of revenues collected by TSP with respect to Collection Status Violations during the relevant Collection Status Violation Period. TSP's monthly invoice for compensation during the Operations and Maintenance Term shall include a statement of Collections Status Violation Revenues collected during the immediately preceding month and the corresponding Collection Status Violation Fee earned by TSP with respect to such month, with detailed documentation supporting such calculation. Such documentation shall include evidence that TSP took all actions required by the Contract Documents, including the Technical Requirements and the Business Rules, and followed all Business Rules, in attempting to collect the tolls, fees and fines owed with respect to the relevant Traffic Transactions prior to the Traffic Transaction becoming a Collection Status Violation. Approved invoices for the Collection Status Violation Fee shall be paid by the Joint Board monthly in arrears. TSP shall not be entitled to payment of a Collection Status Violations Fee with respect to receipt of any Collection Status Violation Revenues that are paid by the alleged violator "under protest" until such protest is finally resolved with such payment to be retained by the Joint Board.

12.5.2. Operations and Maintenance Pass-Through Cost Items. TSP shall also be entitled to reimbursement of certain direct costs for Operations and Maintenance Work, as specified in the list of Pass-Through Cost Items in Exhibit H, and the list of Reimbursable Direct Major Spare Parts in Exhibit V. The procedure for establishing a budget for these expenses shall be as provided in Section 12.13.

12.6 Payment

12.6.1. Entitlement. KPTIA and IFA each shall pay TSP for their respective shares for all undisputed amounts set forth in an invoice that complies with Section 12.3 and that includes with it the certification required under Section 12.3.

12.6.2. Method of Payment. Payments made to TSP hereunder shall be made by each of KPTIA and IFA by separate wire transfers (or other method of electronic transfer) of immediately available funds to the account of TSP at such depository as TSP designates by notice to the Joint Board.

12.6.3. Withholding of Payment. Notwithstanding any provision in this Contract to the contrary, the KPTIA and IFA each may withhold, deduct or offset payment of a portion of an invoice equivalent to an amount reasonably necessary to pay to the Joint

Board, reimburse the Joint Board or protect the Joint Board from loss or expense due to (a) Work that does not comply with the Technical Requirements or any other requirements of the Contract Documents and that is not corrected or that the Joint Board corrects; (b) failure of TSP to make payments of undisputed amounts to a Subcontractor when such payments are due under the Subcontract, which failure is not cured by TSP; (c) Performance Liquidated Damages, Performance Stipulated Damages and/or Delay Liquidated Damages owing under this Contract and which are not paid by TSP in accordance with Sections 4.10.6, 4.10.7 and 4.10.12; (d) any amounts overpaid in prior payments; (e) any other amounts owed by TSP to the Joint Board under the terms of this Contract, including but not limited to (i) amounts owed to reimburse the Joint Board for the cost of performing TSP's obligations under this Contract, (ii) amounts owed by reason of TSP's defense and indemnity obligations under this Contract and (iii) interest owed to the Joint Board under this Contract; (f) such amount as the Joint Board deems advisable to cover liens, encumbrances and stop notices of Subcontractors, Suppliers, laborers and utility owners against TSP or against the Joint Board as a result of the actions or failure to act by the Joint Board relating to the Project unless TSP provides either (i) reasonable assurance that it is contesting the item in good faith and an unconditional written commitment to the Joint Board from the surety under the Payment or Performance Bond that the item is covered thereby and will be promptly paid if TSP does not prevail in such contest (or other security adequate to the Joint Board in its sole discretion) or (ii) proof that payment has been made; or (g) the existence of a TSP Event of Default. When the reasons for deducting, offsetting or withholding payment are removed, KPTIA and IFA each shall promptly pay TSP for amounts previously withheld, deducted or offset, to the extent such amounts are not otherwise applied by the Joint Board in accordance with the foregoing. Prior to any withholding, deducting or offsetting pursuant to this Section 12.6.3 (except clauses (b), (c) and (d)), the Joint Board shall meet with TSP to discuss potential withholding and attempt in good faith to resolve such issue without the need for withholding. The KPTIA's or IFA's failure to withhold, deduct or offset any of the foregoing amounts from a payment to TSP shall not constitute a waiver of the Joint Board's right to recover such amounts or to withhold, deduct or offset such amounts from future payments.

12.6.4. Timing. The Joint Board shall make payment, or cause payment to be made, within 45 days of receipt of an approved invoice from TSP.

12.7 Interest

Any amount required to be paid by TSP under any provision of the Contract Documents that is unpaid by the due date therefor shall accrue interest from the due date until such amount is paid at the lesser of (i) an annual rate equal to the federal funds rate as set by the Federal Open Market Committee and in effect as of the due date, or (ii) the maximum rate permitted by applicable Law.

12.8 Final Payment

12.8.1. Conditions Precedent to Final Payment of Total Toll Collection System Capital Price. Final payment for the Work following System Acceptance shall not become due to TSP hereunder until TSP submits to the Joint Board:

12.8.1.1. TSP's final payment invoice and certification in form approved by the Joint Board;

12.8.1.2. An affidavit that all payrolls, bills for materials, equipment, services and other indebtedness connected with the Work have been paid or otherwise satisfied;

12.8.1.3. Releases and waivers from TSP in favor of the Joint Board of Liens, Claims (except those previously made in writing and identified as unsettled or Claims which TSP may be entitled to assert against the Joint Board with respect to indemnities under this Contract or with respect to the Joint Board's breach of its obligations under this Contract to be performed after final payment), security interests and encumbrances arising out of the Contract Documents or Work, whether known or unknown, suspected or unsuspected;

12.8.1.4. For each Subcontractor or Supplier receiving Subcontracts, purchase agreements or purchase orders in a cumulative amount of \$15,000 or more, written evidence that such Subcontracts, purchase agreements and purchase orders contain the following provision: "The Supplier/Subcontractor agrees that receipt of final payment hereunder constitutes full and unconditional release and waiver, in favor of the Joint Board, the States' Parties and TSP, from all liens, Claims, security interests or encumbrances, known or unknown, suspected or unsuspected, arising out of this Purchase Contract/Purchase Order/Subcontract or the materials, equipment, services and other work provided hereunder";

12.8.1.5. Materials acceptance certification documents, on Joint Board forms or other forms the Joint Board approves;

12.8.1.6. A set of As-Built System Documentation;

12.8.1.7. All operation and maintenance manuals and other manuals and procedures to be provided by TSP under the Contract Documents;

12.8.1.8. A consent of the surety under the Payment and Performance Bond to final payment;

12.8.1.9. Bills of sale or other instruments of title transfer or assignment with respect to Work Product, as requested by the Joint Board, free and clear of liens, claims and encumbrances;

12.8.1.10. Affidavits of prevailing wages paid signed and submitted by TSP and each Subcontractor required to submit such an affidavit under Indiana Code 5-6-17

and 40 USC 3141 in the form required under law and under the Joint Board Standards;
and

12.8.1.11. Assignment to the Joint Board of all right, title and interest in and to all claims and causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), arising from purchases of goods, services, equipment, Hardware, Software or materials pursuant to the Contract Documents or any Subcontract.

12.8.2. Final Payment of Total Toll Collection System Operations and Maintenance Price

Final payment of the Total Toll Collection System Operations and Maintenance Price will be made as follows:

12.8.2.1. On or about the date that the TCS Operations and Maintenance Term terminates, TSP shall prepare and submit a proposed final invoice for the Total Toll Collection System Operations and Maintenance Price to the Joint Board for the final payment of the Total Toll Collection System Operations and Maintenance Price, showing the proposed total amount due TSP, including any amounts owing from Change Orders. In addition to meeting all other requirements for Toll Collection System Operations and Maintenance Price Invoices, the Final Toll Collection System Operations and Maintenance Price Invoice shall list all outstanding Change Order proposals submitted by TSP pursuant to Section 13.5, stating the amount at issue associated with each such notice. A Final Toll Collection System Operations and Maintenance Price Invoice shall be accompanied by (a) evidence regarding the status of all existing or threatened claims, Liens and stop notices of Subcontractors and laborers against TSP or against the Joint Board, (b) consent of any Guarantors and surety to such Final Payment, (c) a list of any TCS equipment that has unexpired warranties, accompanied by the service records with respect to such equipment; (d) such other documentation as the Joint Board may reasonably require; and (e) the release described in Section 12.8.1.3, executed by TSP. Prior applications and payments shall be subject to correction in the Final Toll Collection System Operations and Maintenance Price Invoice. Change Order proposals filed concurrently with a Final Toll Collection System Operations and Maintenance Price Invoice must otherwise be timely and meet all requirements under Section 13.5 and the Technical Requirements.

12.8.2.2. If a final invoice for the Total Toll Collection System Operations and Maintenance Price lists any existing or threatened claims or if any are thereafter filed, KPTIA and IFA will withhold from payment the amount they deem advisable to cover any amounts owing.

12.8.2.3. The final payment of the Total Toll Collection System Operations and Maintenance Price shall also be subject to TSP's certification in the release required by Section 12.8.1 that TSP has satisfied all the conditions to the end of the TCS Operations and Maintenance Term set forth in Section 4.13.1 and TR Section OM.

The Joint Board will review TSP's proposed final invoice for the Total Toll Collection System Operations and Maintenance Price, and changes or corrections will be forwarded to TSP for correction within 20 business days. KPTIA and IFA each shall pay their respective 50% shares of any undisputed amounts, as applicable, less any Losses that have accrued as of the date of final payment of the Total Toll Collection System Operations and Maintenance Price, the costs to complete or remediate uncompleted Work or Nonconforming Work and any other deductions permitted in Section 12.8.2.2, within 30 Days after its approval of such amounts on the final invoice for the Total Toll Collection System Operations and Maintenance Price, but not earlier than the end of the TCS Operations and Maintenance Term.

12.8.2.4. Waiver of Claims. TSP's acceptance of final payment shall constitute a waiver of affirmative Claims by TSP, known or unknown, suspected or unsuspected, except those previously made in writing and identified as unsettled at the time of final payment for the TCS Installation Work and Claims which TSP may be entitled to assert against the Joint Board with respect to indemnities under this Contract or with respect to the Joint Board's breach of obligations under this Contract to be performed after final payment.

12.9 Payment to Subcontractors

12.9.1. No later than 30 Days after receipt of payment from both KPTIA and IFA, TSP shall promptly pay each Subcontractor, out of the amount paid to TSP on account of such Subcontractor's portion of the Work, the amount to which such Subcontractor is entitled, less any offsets and deductions provided for in the Subcontract or by law. Each Subcontract shall require the Subcontractor to make payments to sub-Subcontractors and Suppliers in a similar manner.

12.9.2. For the purpose of this Section 12.9, satisfactory completion shall have been accomplished when:

(a) the Subcontractor has fulfilled the Subcontract requirements and the requirements under the Contract Documents for the subcontracted Work, including the submission of all submittals required by the Subcontract and Contract Documents; and

(b) the Work performed by the Subcontractor has been inspected and approved in accordance with the Contract Documents.

12.9.3. The inspection and approval of a Subcontractor's work does not eliminate or impair the TSP's responsibility for the Work. Any delay or postponement of payments to Subcontractors from the above-referenced time frames may occur only for good cause following written approval by the Joint Board. TSP shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. The Joint Board shall have no obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be

required by law. Interest on late payments to Subcontractors shall be TSP's responsibility, and shall not be a part of the applicable Price.

12.10 Payment for Subsequent Claims

If, after Final Payment is made, it is determined through the dispute resolution process set forth in Section 19 that either Party is entitled to payment from the other with respect to Claims (i) that were identified in the release and waivers of Claims required in Section 12.8.1.3 as being unsettled, (ii) which TSP may be entitled to assert against the Joint Board with respect to indemnities under this Contract or with respect to the Joint Board's breach of obligations under this Contract which may occur after Final Payment, or (iii) which the Joint Board may be entitled to assert against TSP with respect to TSP's continuing obligations under the Contract Documents, such Party shall pay the amounts determined to be owing to the other Party within ten Business Days after determination thereof. For purposes of clarification, subject to Section 12.3.2.6, KPTIA and IFA each shall pay fifty percent (50%) of any amounts to be paid by the Joint Board pursuant to this Section 12.10, and shall each be paid fifty percent (50%) of all amounts paid by TSP.

12.11 Payments Not Acceptance of Work

No payment made hereunder shall be deemed an acknowledgement that the Joint Board has inspected or accepted the Work or checked the compliance, quality or quantity of the Work or that the Joint Board knows or has ascertained how or for what purpose TSP has used sums previously paid and shall not be deemed as approval or acceptance of any Work or constitute a waiver of any claim or right that the Joint Board may then or thereafter have, including among others, warranty and indemnity rights. All payments made by the Joint Board shall be subject to correction or adjustment in subsequent progress reviews and payments; provided; however, that the Joint Board may only seek a correction or adjustment within 60 days after obtaining Actual Knowledge of the basis for such correction or adjustment.

12.12 Direct Cost

In addition to the prices established pursuant to the Price Sheets in Exhibit C, TSP shall be entitled to payment on a monthly basis for certain of its direct costs incurred in connection with the Project.

12.12.1. Walk-Up Center Build-Outs. Prior to the date of this Contract, the Parties agreed to the initial budget for costs to be incurred by TSP for initial tenant improvements to the WUC premises, including furniture, office furnishings and accessories, telephones and similar items. The WUC build-out budget is set forth in Exhibit U. TSP shall invoice the Joint Board for its actual costs incurred for such budgeted items on a monthly basis. The invoice shall itemize such costs in detail and provide supporting documentation and additional data as the Joint Board may request.

If TSP anticipates a budget overrun of 5% or more for which TSP is entitled to and intends to seek additional compensation from the Joint Board, TSP shall so notify the Joint Board in writing and prepare a proposed Change Order incorporating such variation from the approved WUC build-out budget. TSP shall not incur any cost that will exceed the approved budgeted amount by more than 5% without the Joint Board's approval, in its sole discretion.

12.12.2. Major Spare Parts Costs. TSP shall be entitled to payment on a monthly basis for its Major Spare Parts Costs incurred following the expiration of the General Warranty Period applicable to such Major Spare Parts in accordance with the Spare Parts Inventory Plan and the then applicable annual Budget. Major Spare Parts Costs incurred prior to the expiration of the General Warranty Period are included in the Total Toll Collection System Capital Price and TSP shall not be entitled to any additional compensation therefor. "Major Spare Parts Costs" means (except as otherwise provided below) (a) those actual, reasonable direct Costs incurred by TSP (without markup or overhead by TSP or any Affiliate of TSP) for capital equipment and materials furnished by TSP in the course of performing the Work to replace items set forth in the list of reimbursable Major Spare Parts included in Exhibit V, reduced by any applicable discounts, rebates and refunds and excluding the Cost of performing or causing to be performed any warranty repair, correction or replacement with respect to such equipment and materials, plus (b) any applicable sales or use taxes with respect to such items. Notwithstanding the foregoing, the Major Spare Parts Costs of equipment and materials set forth in the List of Reimbursable Major Spare Parts Costs which are manufactured directly by TSP or an Affiliate of TSP and either not acquired from third party vendors or acquired from a third party vendor that is an Affiliate of TSP shall be deemed to be TSP's best pricing made available to its most preferred customers for similar order quantities for such equipment and materials (without further markup or overhead by TSP or any Affiliate of TSP), except with respect to lane controllers manufactured by TSP for which the Major Spare Parts Cost shall be deemed to be TSP's best pricing made available to its most preferred customers (including large quantity orders).

12.12.3. Additional Pass-Through Cost Items. In addition to the Contract Price, the Joint Board shall, subject to the provisions of Section 12.13, 12.3 and 12.6, reimburse TSP outside the Contract Price for its actual, reasonable direct Costs incurred for the Pass-Through Cost Items listed in Exhibit H, up to the not-to-exceed amounts specified in the annual Budget established pursuant to Section 12.13. All such amounts reimbursable by the Joint Board outside the Contract Price shall be invoiced by TSP pursuant to Sections 12.3 and 12.6 and paid by the Joint Board on a monthly basis in accordance with Section 12.6.

12.13 Budgets

12.13.1. Initial Operating Budget. On or prior to the date of this Contract, the Parties agreed to an Initial Operating Budget for the period from the Notice to Proceed

through the end of Fiscal Year 2016 set forth in Exhibit W. The List of Reimbursable Major Spare Parts Costs is included in and part of the Initial Operating Budget. TSP agrees and acknowledges that, in no event, shall the list of Major Spare Parts Costs include equipment, materials or supplies required as part of the TCS Installation Work.

12.13.2. Annual Budgets. At least 120 days prior to the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2016, TSP shall prepare and submit to the Joint Board, for Joint Board approval, in hard copy and mutually agreed upon electronic form, proposed annual budgets for the remaining full and partial Fiscal Years during the Term (prepared in monthly detail with a breakdown approved by the Joint Board and in current dollars for each year of expenditure with respect to all Fiscal Years). Such proposed annual budget shall be TSP's good faith estimate of (i) all reimbursable Major Spare Parts Costs expected to be incurred by TSP in performing the Operations and Maintenance Work for the same period in accordance with the Spare Parts Inventory Plan, itemized according to the list of reimbursable Major Spare Parts; plus (ii) any additional Pass-Through Cost Items expected to be incurred by TSP pursuant to Section 12.12.3 based on TSP's current knowledge. The proposed annual budgets shall be prepared in a format approved by the Joint Board. The list of reimbursable Major Spare parts shall be included in the annual Budget submission. The Joint Board shall promptly review it and may request in writing changes, additions, deletions and modifications. The Joint Board's lack of prompt action shall not entitle TSP to a Change Order, and instead the provisions of Section 12.13.3 shall apply. The Joint Board and TSP will then meet to agree upon the final Budget (for each Fiscal Year) which shall be adopted in writing by both Parties. An approved final Budget shall remain in effect throughout the applicable Fiscal Year, (i) subject to adjustment or revision as set forth in Section 13, and (ii) in the case of the Budgets adopted for subsequent Fiscal Years, subject to being superseded by later Budgets adopted for such Fiscal Years in accordance with this Section 12.13.2.

12.13.3. No Approved Budget. If the Joint Board has not approved TSP's proposed budget for a new Fiscal Year as set forth in Section 12.13.2, or if TSP fails to provide such a budget on a timely basis in accordance with the provisions thereof, then:

12.13.3.1. TSP shall nonetheless perform the Work based on the corresponding Fiscal Year in the then-existing Budget, except that TSP shall only incur significant Major Spare Parts Costs with respect to the TCS (a) to the extent contracted for with third parties in a prior Fiscal Year, (b) if such improvements or replacements are mutually agreed upon by the Parties or directed by the Joint Board at such time; and

12.13.3.2. Pending such review and approval by the Joint Board, and subject to mutually agreed upon adjustments, the Budget for the immediately preceding Fiscal Year shall serve as the Budget for the current Fiscal Year and TSP shall be compensated for such Work to the extent implemented pursuant to Section 12.13.3.1; provided, however, that when a new Budget is approved after commencement of the

Fiscal Year, it shall immediately become effective, and shall include any adjustments necessary to make it retroactive to the first day of the Fiscal Year.

12.13.4. Limitation on Direct Major Spare Parts Costs. The applicable Budget for each Fiscal Year shall constitute the control document pursuant to which TSP shall incur Pass-Through Cost Item expenses in performance of the Work and direct Major Spare Parts Costs in accordance with the Spare Parts Requirements and the Spare Parts Inventory Plan. If, at any time during such period, TSP anticipates a budget overrun for such period in the aggregate of five percent (5%) or greater in the direct Major Spare Parts costs or Pass-Through Cost Items set out in the then current Budget, TSP shall so notify the Joint Board in writing and shall prepare a proposed Change Order incorporating such variation from the Budget. No expense shall be incurred by TSP which will cause the Major Spare Parts Costs in the Budget to be exceeded by more than five percent (5%) for which TSP is entitled to and intends to seek additional compensation from the Joint Board unless: (i) the Joint Board has approved in its sole discretion such increased Major Spare Parts Costs in writing by Change Order or Change Directive amending the applicable Budget, and/or (ii) such Major Spare Parts Costs are incurred in connection with implementing emergency procedures, provided the emergency is not caused by an act or omission of TSP or any of its Affiliates, Subcontractors and Suppliers, or by their respective shareholders, directors, officers, employees, agents and representatives, and provided that TSP shall furnish the Joint Board with notice of any emergency as promptly as practicable, but in no event later than 24 hours after the emergency has occurred. Notwithstanding the foregoing, TSP shall provide at its sole expense all Spare Parts not identified in the Spare Parts Requirements and the Spare Parts Inventory Plan to the extent necessary to continue to operate and maintain the TCS in accordance with the requirements of the Contract Documents.

12.14 Cost Principles

If applicable, in order to be reimbursed with federal funds, TSP shall comply with the cost principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

12.15 Disputes

Failure by KPTIA or IFA to pay any amount in dispute shall not alleviate, diminish or modify in any respect TSP's obligation to perform under the Contract Documents, including TSP's obligation to achieve System Acceptance of all TCS Installation Work in accordance with the Contract Documents and to operate and maintain the TCS, and TSP shall not cease or slow down its performance under the Contract Documents on account of any such amount in dispute. Any dispute regarding such payment shall be resolved pursuant to Section 19. TSP shall proceed as directed by the Joint Board pending resolution of the dispute. Upon resolution of any such dispute, each of TSP,

and the Joint Board (through KPTIA and IFA) shall promptly pay to other any amount owing.

12.16 Payment Obligations Not Debt

IFA receives payments from INDOT in order to make payments for Payment Milestones owed by IFA under this Agreement. Payments for Payment Milestones are limited obligations of IFA, payable solely from the amounts provided by INDOT for such purpose. The obligation of IFA to make payments does not constitute an indebtedness of the State or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. The obligation of IFA to make payment for Payment Milestones does not constitute a pledge of the faith, credit or taxing power of the State or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. IFA has no taxing power. Toll System Provider has no right to have taxes levied or to compel appropriations by the General Assembly of the State for any payment of the Payment Milestones. In the event that the Indiana General Assembly does not appropriate funding in an amount sufficient for IFA to make the portion of the Payment Milestones owed by IFA under this Contract, the Joint Board, agrees to provide TSP with written notice of such event within 15 business Days of its actual knowledge of such event.

SECTION 13. CHANGES IN THE WORK

13.1 General

The following may be adjusted by Change Orders or Change Directives:

- (a) Technical Requirements;
- (b) Any Completion Deadline;
- (c) Contract Price Components;
- (d) Reconfiguration or addition of ETC lanes, ETC ramps, or other entry points for the Project or Toll Zones;
- (e) Changes in Toll Facilities, TCS equipment, TCS Software or operations and maintenance incident to such changes;
- (f) Plans;
- (g) Annual Budget;
- (h) Applicable Joint Board Standards;
- (i) Conversion of any Pass-Through Cost Items to a component of the Total Toll Collection System Operations and Maintenance Price, and adjustment of any annual Budget by reason thereof;
- (j) Quality Management Plan;
- (k) Policy limits or deductibles of the insurance policies;
- (l) Business Rules;
- (m) Any other change in the Work or terms and conditions of the Technical Requirements directed by the Joint Board except for any change (1) that is not in compliance with Law, (2) would contravene an existing Governmental Approval and such contravention could not be corrected by the issuance of a further or revised Governmental Approval, or (3) is not technically feasible; and
- (n) Other items as may be mutually agreed to between the Parties.

13.2 Change Directives

13.2.1. The Joint Board may issue a Change Directive, including a reductive Change Directive, to change any of the Work or any other matter or item described in Section 13.1 (except the Performance Guarantees specified in the Technical

Requirements), to change Joint Board Standards, to change System Documentation, or when the Parties are unable to agree as to the adjustment to any portion of the Contract Price or applicable Budget required by such change. Change Directives shall be effective upon issuance by the Joint Board.

13.2.2. All Change Directives shall provide a written detailed description of the changes, and the proposed basis for compensation or reduction in compensation, if applicable. TSP shall proceed immediately with the Change Directive, and the Parties shall negotiate a Change Order. If the Parties are unable to reach agreement upon the Change Order, such dispute shall be resolved in accordance with Section 19.

13.3 Effectiveness of Change Orders

Change Orders shall only be effective upon execution in writing by both Parties. The foregoing shall not preclude the Joint Board from granting written waivers, in general or in specific instances in the Joint Board's sole discretion, of provisions of the Business Rules, Joint Board Standards and/or other Contract Documents.

13.4 Joint Board-Initiated Change Orders

13.4.1. Evaluation of Joint Board Change Order Notice. If the Joint Board wishes to make a change per Section 13.1 or to evaluate whether to make any such change, other than due to a Change Directive, the Joint Board shall deliver to TSP a written notice of the proposed change.

13.4.2. TSP Evaluation of Joint Board Proposed Change Order. Within 30 days after receipt of such notice, or longer or shorter period as the Parties may mutually agree depending upon the complexity of the proposed change, TSP shall deliver to the Joint Board a written evaluation of the proposed change, together with TSP's analysis supporting estimated adjustments to any applicable budget or component of the Contract Price required as a result of such proposed change. If the proposed change involves a change to the TCS Installation Work, TSP's written evaluation shall include (i) a statement of required System Documentation for the requested change, (ii) a schedule for completing such change including estimated adjustments to (either extending or shortening time, as the case may be), the Progress Milestone Dates, Mobilization Readiness Deadline and/or Tolling Readiness Deadlines, as applicable, by reason for such change, and (iii) a statement and detailed breakdown of the estimated adjustment to (increasing or decreasing, as the case may be) the Total Toll Collection System Capital Price or Performance Requirements by reason of such change, including but not limited to, the Cost of preparing such information. If the change is not implemented, TSP shall be entitled to reimbursement for such Costs outside the Contract Price. No such increase in the Contract Price due to the Extended Services of personnel (as listed in the Hourly Rates Price Sheet for Extended Services on Exhibit C) shall include any overhead Costs or any markup, it being recognized and acknowledged that overhead Costs for the labor are already fixed and included in the Contract Price.

13.4.3. Joint Board Determination. Within 30 days after receipt of TSP's evaluation, the Joint Board shall provide written notice of the Joint Board's intent to proceed or not to proceed with the change. If the Joint Board elects to proceed with the change and accepts TSP's evaluation, and any proposed adjustments to Progress Milestone Dates, the Mobilization Readiness Deadline, the Tolling Readiness Deadline, the Contract Price or the Performance Requirements, TSP shall prepare a Change Order for execution. If the Joint Board elects to proceed with the Change Order but does not accept the evaluation in total, the Joint Board shall negotiate a mutually acceptable Change Order with TSP or issue a Change Directive.

13.5 TSP Initiated Change Orders

13.5.1. TSP shall give the Joint Board a written proposal for a Change Order within 30 days after TSP knew or should have known of an event, act or inaction for which TSP may be entitled to a Change Order. TSP shall not be entitled to a Change Order for any event, act or inaction under Sections 13.6, 13.7 and 13.9 if it fails to provide a written proposal for a Change Order on account thereof within such 30-day period in accordance with this Section 13.5.1, and except for Joint Board initiated Change Orders pursuant to Section 13.4, TSP shall not be entitled to any Change Order adjusting the Performance Requirements.

13.5.2. TSP's written proposal for a Change Order shall provide the following information:

- (a) A reasonably detailed description of the underlying event, act or inaction, the Work and/or Performance Requirements affected;
- (b) The contractual basis for entitlement to the Change Order;
- (c) The estimated delay to work on the Critical Path (if applicable);
- (d) The requested adjustment to the applicable Budget or Contract Price Component and/or to Performance Requirements;
- (e) A reasonably detailed breakdown of the expected actual Cost impact of the event, act or inaction;
- (f) If appropriate, an analysis of the impact of the event, act or inaction on Performance Requirements, stating in reasonable detail how and why the event, act or inaction directly causes TSP to be unable to satisfy the existing Performance Requirements;
- (g) If applicable, TSP's proposed plan for mitigating the impacts of such event, act or inaction and a reasonably detailed breakdown of the expected actual Costs of such mitigation; and

- (h) Other information, as appropriate.

13.5.3. If the proposal for Change Order includes a claim to an adjustment of Performance Requirements, TSP will be required to demonstrate the effect on the Performance Requirements using testing processes satisfactory to the Joint Board in its sole discretion. The Joint Board shall have 20 days after receipt of TSP's completed proposal for a Change Order pursuant to Section 13.5.2 or such longer or shorter period as the Parties may mutually agree, in their sole discretion, to either accept or reject it as submitted or to commence negotiation of an acceptable alternative. If the Joint Board fails to respond within 20 days or such other mutually agreed period, TSP may notify the Joint Board in writing that it has not received a response, and if Joint Board fails to respond within 10 days after such additional notice, Joint Board's failure to respond shall be deemed to be a denial of TSP's entitlement to a Change Order. If the Parties are unable to resolve matters associated with a proposal under Section 13.5.2, the dispute shall be resolved in accordance with Section 19. If TSP proposes a Change Order as to a matter other than one entitling TSP to a Change Order under Section 13.5.1, then the Joint Board shall have no obligation to approve the requested change and its decision shall be final, binding and not subject to dispute resolution.

13.6 Change Orders for Excusable Delay and Change Orders Shortening Time

13.6.1. Entitlement. For events upon which TSP is entitled to a Change Order under the terms of this Section 13.6, upon compliance with the Change Order Notification Process, TSP shall be entitled to a Change Order adjusting the Progress Milestone Dates, Mobilization Readiness Deadline or Tolling Readiness Deadlines, as applicable, based on Critical Path Method analysis for delays to items of Work on the Critical Path in the Project Schedule to the extent of the actual delay caused by Excusable Delays. Upon the occurrence of an Excusable Delay, TSP shall use reasonable efforts to mitigate the cost and schedule impacts of such Excusable Delay.

13.6.2. Excusable Delays. The following events, acts or inactions shall constitute an "Excusable Delay" to the extent that: (i) they are beyond TSP's reasonable control and not due to an act, omission, negligence, recklessness or willful misconduct of TSP or any Subcontractor or breach of Law or the Contract Documents by TSP, its employees, agents, officers or Subcontractors or any other persons performing any of the Work for whom TSP may be contractually or legally responsible; (ii) they materially and adversely delay TSP's performance of the Work; and (iii) they (or the effects thereof) could not have been avoided or prevented by due diligence and use of reasonable efforts by TSP:

13.6.2.1. Changes to the Technical Requirements necessary to conform to the Joint Board-approved changes in the design of the Toll Facilities, or work requested or directed by the Joint Board that is outside the scope of the Technical Requirements;

13.6.2.2. If the Joint Board or other public authorities having jurisdiction require additional testing of the TCS Installation Work beyond that which is required by the Contract Documents, including the Baseline Test, Pre-Production Test, BOS Production Readiness Test, System Production Readiness Test, Operations Tests and System Acceptance Test, the Quality Management Plan and applicable Law, such testing causes delay of Work on the Critical Path, and no Deviation, noncompliance or nonconformance is detected as a result of such tests;

13.6.2.3. Force Majeure Events;

13.6.2.4. Changes in Law (with the understanding that legislation enacted as of the Execution Date but which becomes effective after the Execution Date is not included) that modify or impact the Work or the Schedule;

13.6.2.5. Court orders which enjoin, restrain or stay performance of the Work or which directly impose or require changes in the Work or the Schedule except if arising out of acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.6.2.6. Delays resulting from the acts or omissions of Other Joint Board Contractors, including delay by the DB Contractor in achieving the Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date for the Kennedy Bridge or the New Downtown Bridge, and by the Developer in achieving the East End Crossing Tolling Infrastructure Turnover Date, which are not caused by acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.6.2.7. Delays resulting from the Joint Board's Change Directives, excluding Joint Board Change Directives resulting from or issued to correct acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents, and excluding Joint Board Change Directives for matters that are Configurable;

13.6.2.8. Delays resulting from suspension or delay of Work ordered by the Joint Board, except where due to acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.6.2.9. Delays resulting from subsurface conditions existing at the Project Site which differ materially from any conditions set forth in the information made available to TSP by the Joint Board prior to the Execution Date and which could not have reasonably been anticipated by TSP as of the Execution Date in the exercise of prudent construction and engineering practices as a result of the review and due diligence conducted by TSP;

13.6.2.10. Delays resulting from a Latent Defect in the Joint Board-Provided ETC Equipment that occurs within the first year after the Revenue Service Date for the last Bridge to begin Revenue Service; and

13.6.2.11. Delays resulting from a permissible suspension of Work by TSP pursuant to Section 16.4.

13.7 Change Orders to Toll Collection System Capital Price

13.7.1. For events upon which TSP is entitled to a Change Order under the terms of this Section 13.7, upon compliance with the Change Order Notification Process and to the extent (i) that the following events, acts or inactions are beyond TSP's reasonable control and not due to an act, omission, negligence, recklessness, willful misconduct breach of Law or the Contract Documents by any TSP-Related Entity, and (ii) they (or the effects thereof) could not have been avoided or prevented by due diligence and use of reasonable efforts by TSP, TSP shall be entitled to a Change Order adjusting the Total Toll Collection System Capital Price as provided in Section 13.8.1 for the following:

13.7.1.1. Changes to the Technical Requirements requested by the Joint Board or work requested or directed by the Joint Board that is outside the scope of work in the Technical Requirements, including material revisions to the design or operation of the TCS that are not based on the Technical Requirements or statutory and regulatory non-discretionary standards relating to public health, safety and welfare (and for purposes hereof a material revision may include operating system changes, database structure modifications, data structure changes, data flow modifications, new data to be collected, new screens or reports displaying this new data, revised Business Rules for items that are not Configurable to support new data, and changes impacting hardware, but excludes Minor Revisions);

13.7.1.2. Changes in Law for items other than those related to taxes (with the understanding that legislation enacted as of the Proposal Due Date but which becomes effective after the Execution Date is not included) that modify or impact the Technical Requirements;

13.7.1.3. Court orders which enjoin, restrain or stay performance of the Work or which directly impose or require changes in the Work or the Project Schedule, except if arising out of acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.7.1.4. Joint Board Change Directives (including changes to Joint Board Standards), except Joint Board Change Directives resulting from or issued to correct acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents, and except Joint Board Change Directives for matters that are Configurable;

13.7.1.5. Suspension of Work ordered by the Joint Board, except where due to acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.7.1.6. Joint Board-Caused Delays;

13.7.1.7. Subsurface conditions existing at the Project Site which differ materially from any conditions set forth in the information made available to TSP by the Joint Board prior to the Execution Date which could not have reasonably been anticipated by TSP as of the Execution Date in the exercise of prudent construction and engineering practices as a result of the review and due diligence conducted by TSP;

13.7.1.8. A Latent Defect in the Joint Board-Provided ETC Equipment that materially and adversely effects the ability of the TCS to achieve the Performance Requirements and occurs within the first year after the Revenue Service Date for the last Bridge to begin Revenue Service;

13.7.1.9. If the Joint Board or other public authorities having jurisdiction require additional testing of the TCS Installation Work beyond that which is required by the Contract Documents, including the Baseline Test, Pre-Production Test, BOS Production Readiness Test, System Production Readiness Test, Operations Tests and System Acceptance Test, the Quality Management Plan and applicable Law, such testing increases TSP's Costs, and no Deviation, noncompliance or nonconformance is detected as a result of such tests;

13.7.1.10. Increases in sales, excise or use taxes on equipment, supplies and materials purchased by TSP and occurring during the Installation Work; and

13.7.1.11. Delays for which TSP is entitled to an extension of the time to perform pursuant to Section 13.6.2.6.

13.8 Change Order Pricing

13.8.1. Pricing for Changes in Scope of TCS Installation Work. In the event of a deductive Change Order, the amount of decrease in the Total Toll Collection System Capital Price to be allowed for any deletion or change which results in a net decrease in the scope of the TCS Installation Work will be the estimated reduction in the Cost of the TCS Installation Work occasioned by such change including reduction, if any, in overhead but without reduction in TSP's profit. When both additions and reductions are involved in any one Change Order, the adjustment in the Total Toll Collection System Capital Price shall be determined on the basis of net increase or decrease. Increases or decreases in the Total Toll Collection System Capital Price resulting from Change Orders changing the scope of TCS Installation Work or requiring additional work that is outside the scope of TCS Installation Work shall be determined in the order of precedence set forth below:

13.8.1.1. For all Change Orders, the Parties shall first attempt to negotiate a mutually acceptable lump sum increase or decrease to the Total Toll Collection System Capital Price properly itemized and supported by sufficient substantiating data to permit evaluation;

13.8.1.2. If there is no agreement to a lump sum, but the Parties mutually agree that the increase or decrease to the Total Toll Collection System Capital Price is determinable by unit prices stated in the Price Sheets or new unit prices mutually agreeable to the Parties can be established, then an adjustment to the Total Toll Collection System Capital Price shall be negotiated using the unit prices agreed upon; and

13.8.1.3. If the Parties cannot reach agreement using the above methods and the Joint Board issues a Change Directive to TSP to perform the changed work during negotiation to reach agreement on the increase or decrease in the Total Toll Collection System Capital Price resulting from a Change Order, TSP shall promptly proceed with the changed Work, and the payment or reduction, as applicable, shall be determined on the basis of the reasonable additional Cost or savings for the Work attributed to the Change Directive. Costs for expenditures and savings shall be calculated in accordance with the provisions of this Section 13.8.1.3. In such case, TSP shall keep and present, in such form as the Joint Board may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to review on an Open-Book Basis and audit by the Joint Board. Such Work shall be invoiced and paid for based upon an aggregate of the following: (i) actual, reasonable Costs incurred by TSP resulting from such Change Order work (including but not limited to Subcontract expense, material expense, design, travel, relocation, and equipment rental expense), and (ii) profit and overhead at the rates set forth below:

(a) For Labor: The Joint Board shall reimburse TSP for labor and for supervision by foremen dedicated solely to the particular item of Work (but not for supervision by general superintendents or general foremen). The labor payment shall be calculated on the basis of the following four factors:

1. Weighted Wage Rate. The Weighted Wage Rate Combines:

A. The current basic wage and fringe benefits that TSP is required and has agreed to pay, which for any workers employed to perform construction work shall be the "prevailing rate of wages" as specified in Section 2.1.3.8;

B. Federal Insurance Compensation (FICA);

C. Federal Unemployment Tax Act contributions (FUTA); and

D. State Unemployment Compensation Act contributions (SUCA).

Weighted Wage Rate shall be computed for each classification of labor used. This rate shall reflect TSP's actual, reasonable Cost. It shall neither exceed what is normally paid to comparable labor nor fall below the minimum required by prevailing wage requirements. If labor works overtime, the Weighted Wage Rate shall be determined on the same basis.

2. Industrial Insurance and Medical Aid Premiums. The Joint Board shall reimburse TSP-paid premiums for state industrial insurance, and medical insurance premiums which become an obligation of TSP and are chargeable to such Work. The Joint Board shall not pay TSP for medical insurance premiums that are paid by the employees.

3. Construction Labor Overhead and Profit. The Joint Board shall pay TSP 15% of the amounts set forth in paragraphs 1 and 2 above for profit and overhead on construction labor (i.e., labor and/or construction activities that are subject to prevailing wage).

4. .Non-Construction-related Work. For non-construction-related Work, if the Work is to be performed by a job class specified in the rates for Extended Services set forth in Price Sheet G-16, the Joint Board shall pay the rate specified in Price Sheet G-16. For non-construction-related Work not covered by Price Sheet G-16, the Joint Board shall pay TSP for (1) actual wages (i.e., the base wage rate paid to the employee exclusive of any fringe benefits, plus (2) a labor surcharge in the amount of 100%, which shall constitute full compensation for all profit, overhead, and all state and federal payroll, unemployment and other taxes, insurance, fringe benefits and all other payments made to, or on behalf of, the workers, in excess of actual wages, as well as for profit and overhead.

(b) For Equipment and Materials: The Joint Board shall reimburse the actual, reasonable invoice Cost for equipment supplied by TSP and installed or purchased for spares or inventory and for materials supplied by TSP and needed for the TCS Installation Work. This Cost includes actual, reasonable freight and express charges and taxes, provided that these Costs have not been paid in some other manner under this Contract. A deduction will be made for any offered or available discounts or rebates if the Joint Board has provided TSP with, or there is otherwise reasonably available to TSP, the means to comply with the provisions allowing the discount.

To support charges for such equipment and materials, TSP shall provide the Joint Board with valid copies of Supplier invoices, including freight and express bills. If invoices are not available for such equipment and materials from TSP's stocks, TSP shall certify actual, reasonable Costs by affidavit. For direct purchased equipment and materials (excluding Major Spare Parts), a 7.5% markup shall be applied against the substantiated cost.

If claims for such equipment and materials Costs are too high, inappropriate, or unsupported by satisfactory evidence, the Joint Board may demand further documentation or support for such charges.

(c) For Tools and Construction Equipment: The rates as set forth in the Rental Rate Blue Book shall be the maximum rates allowed for tools and construction equipment. These rates shall be full compensation for all costs incidental to furnishing and operating the tools and equipment, except labor.

(d) Subcontractors Insurance and Bonding: Subcontractors shall be allowed their actual, reasonable Costs for insurance, business and occupation tax, and bonding.

(e) Subcontractors Mark-Up. TSP shall be entitled to a mark-up of 5% of Subcontractor charges and invoices to reflect TSP's costs related to administering and managing the subcontract.

(f) Insurance, Business and Occupation Tax, and Bonding: TCS shall be allowed its actual, reasonable Costs for insurance, business and occupation tax, and bonding.

13.8.2. Pricing for Delays. The fixed price shall be equitably adjusted for the actual, reasonable direct Cost impact of delays associated with Change Orders under Sections 13.6.2.1, 13.6.2.3, 13.6.2.4, 13.6.2.5, and 13.2.6.7, but not any other Change Order.

13.9 Change Orders to Adjust Budget and Contract Price for Maintenance and Operations

13.9.1. Entitlement. Except for instances where the change is arising out of the act, omission, negligence, recklessness or willful misconduct of TSP or any Subcontractor or breach of Law or the Contract Documents of TSP or its Subcontractors, agents or employees; TSP may be entitled to a Change Order adjusting the applicable Budget and/or affected Specific Contract Price Component Line Items of the Toll Collection System Operations and Maintenance Price for actual, reasonable, increased Costs to the extent they cannot be reasonably avoided and are directly attributable to any of the following:

13.9.1.1. A change the Joint Board directs through a Change Directive issued under Section 13.2, but only where the change is not to conform TSP's performance to applicable requirements of the Contract Documents or to correct an inconsistency in one Contract Document with another Contract Document of higher precedence and the change is not Configurable;

13.9.1.2. Emergencies, including those directly attributable to materially more burdensome changes, updates and revisions to provisions for dealing with emergencies

in the Joint Board's incident management plan, disaster recovery plan or traffic resumption plan and not known to TSP as of the Execution Date;

13.9.1.3. Changes in Law (with the understanding that changes in law regarding income and business taxes and legislation enacted as of the Proposal Due Date but which become effective after the Execution Date are not included) that modify or impact the TR, Business Rules (except for those items that are Configurable), or the approved Plans;

13.9.1.4. Court orders which enjoin, restrain or stay performance of the Operations and Maintenance Work or which directly impose or require changes in the Work, except if arising out of the acts, omissions, fault, failure to perform or breach of obligations by any TSP-Related Entity under the Contract Documents;

13.9.1.5. Actual Measured Average Daily Traffic Transactions measured at any time during Steady State Operations are more than 125,000 per day (and the Joint Board shall be entitled to initiate and obtain a change order if the Actual Measured Average Daily Traffic Transactions measured at any time during Steady State Operations are less than 75,000 per day);

13.9.1.6. A Latent Defect in the Joint Board-Provided ETC Equipment that materially and adversely effects the ability of the TCS to achieve the Performance Requirements and occurs within the first year after the Revenue Service Date for the last Bridge to begin Revenue Service; and

13.9.1.7. Increases in sales, excise or use taxes on equipment, supplies and materials purchased by TSP and occurring during the Operations and Maintenance Term.

13.9.2. Change Order Pricing. Modifications to the Contract Price under this Section 13.9 shall be determined in the order of precedence set forth below:

13.9.2.1. Lump sum increase or decrease to the Contract Price, properly itemized and supported by sufficient substantiating data to permit evaluation;

13.9.2.2. If there is no agreement to a lump sum, but the Parties mutually agree that the increase or decrease is determinable by unit prices or new unit prices mutually agreeable to the Parties can be established, then an adjustment shall be negotiated using the unit prices agreed upon; or

13.9.2.3. If the Parties cannot reach agreement using the above methods and the Joint Board issues a Change Directive to TSP to perform the changed Work, TSP shall promptly proceed with the changed Work, and the payment or reduction shall be determined on the basis of the actual, reasonable additional direct Costs or savings for the Work attributed to the Change Order, calculated in accordance with the method specified in Section 13.8.1.3 to the extent applicable to the Operations and Maintenance

Work. In such case, TSP shall keep and present, in such form as the Joint Board may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to audit by the Joint Board.

13.9.2.4. All Change Order pricing shall be undertaken on an Open-Book Basis.

13.10 Impact to Performance Requirements

13.10.1. If as a result of an event, act or inaction entitling TSP to a Change Order, it is determined that it is not possible to maintain the Performance Requirements because of the effect of the subject event, act or inaction on Performance Requirements, then the Joint Board and TSP will negotiate as part of the Change Order an appropriate adjustment to the affected Performance Requirements. The adjustment shall be limited to the minimum extent necessary under the circumstances.

13.10.2. If it is possible to avoid an adjustment to Performance Requirements through a Change Order adjusting price but the Joint Board prefers not to incur the price adjustment, then TSP shall cooperate with and assist the Joint Board with analyzing trade-offs between price and Performance Requirement adjustments to give the Joint Board a range of choices on how to proceed with the Change Order.

SECTION 14. SUSPENSION

14.1 Joint Board Suspension

The Joint Board may, in its own discretion, at any time and from time to time and for any reason, by written notice, order TSP to suspend all or any part of the Work required under the Contract Documents for the period of time that the Joint Board deems appropriate. Adjustments of the Contract Price and Completion Deadlines shall be available for any such Joint Board Change Directive, subject to TSP's compliance with the terms and conditions set forth in Section 13.

SECTION 15. TERMINATION

15.1 Termination for Convenience

15.1.1. This Contract is contingent upon the continued availability of appropriated funding. If the funding for the Project becomes unavailable for any reason, including the Indiana or Kentucky General Assembly's failure to appropriate the funding, by operation of law or as a result of a reduction in Federal funding, this Contract may be terminated, the Project may be cancelled, the timeline may be extended or the scope of the Project may be amended by the Joint Board, either in whole or in part. Project cancellation, extension, or amendment because of an interruption in the appropriated funding shall not be a default or breach of this Contract by the Joint Board nor may such cancellation, extension, or amendment give rise to any claim against the Joint Board except for payment as provided in this Section 15.

15.1.2. The Joint Board may, at any time, terminate this Contract and the performance of the Work by TSP in whole or in part, if the Joint Board determines, in its sole discretion, that a termination is in the Joint Board's best interest. The Joint Board shall terminate by delivering to TSP a written Notice of Termination for Convenience or Notice of Partial Termination for Convenience specifying the extent of termination and its effective date. Termination (or partial termination) of this Contract shall not relieve any surety of its obligation for any claims arising out of the Work performed.

TSP acknowledges and agrees that the Joint Board has no obligation to issue a NTP hereunder, and further agrees that unless and until the NTP is issued, the Joint Board shall have no liability to TSP hereunder.

15.2 TSP's Responsibilities After Receipt of Notice of Termination for Convenience of TCS Installation Work

After receipt of a Notice of Termination for Convenience or Notice of Partial Termination for Convenience prior to System Acceptance, and except as otherwise directed by the Joint Board, TSP shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Section 15:

15.2.1. Stop Work as specified in the notice. If TSP has commenced TCS Installation Work at the Project Site (or a WUC), TSP shall immediately and safely demobilize and secure its work and staging areas in a manner satisfactory to the Joint Board.

15.2.2. Notify all affected Subcontractors that this Contract is being terminated and that their Subcontracts (including orders for materials, services or facilities) are not to be further performed unless otherwise authorized in writing by the Joint Board.

15.2.3. Enter into no further Subcontracts (including orders for materials, services or facilities), except as necessary to complete the continued portion of the Work, if any, or for mitigation of damages.

15.2.4. Unless instructed otherwise by the Joint Board, terminate all Subcontracts to the extent they relate to the Work terminated.

15.2.5. Assign to the Joint Board in the manner, at the times, and to the extent directed by the Joint Board, all of the right, title, and interest of TSP under the Subcontracts so terminated, in which case the Joint Board will have the right, in its sole discretion, to accept performance, settle or pay any termination settlement proposal arising out of the termination of such Subcontract.

15.2.6. Subject to the prior written approval of the Joint Board, settle all outstanding liabilities and all termination settlement proposals arising from termination of Subcontracts that are required to be terminated hereunder.

15.2.7. No later than 30 days from the effective date of termination, unless extended in writing by the Joint Board upon written request of TSP within this 30-Day period, provide the Joint Board with an inventory list of all materials, supplies, equipment, Hardware and Software previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, as well as any documentation or other property required to be delivered hereunder which is either in the process of development or previously completed but not yet delivered to the Joint Board, and such other information as the Joint Board may request; and transfer title (or, with respect to any third party licensed Software, assign to the Joint Board all of TSP's and any TSP-Related Entity's license to such Software, or obtain a direct license in the name of the Joint Board for such Software on the same terms) and deliver to the Joint Board through bills of sale or other documents of title, assignment or license, as applicable, as directed by the Joint Board, (a) the Work in process, completed Work, supplies, equipment, any Hardware, Software and other material produced or acquired for the Work terminated that has not already been provided to the Joint Board, and (b) the System Documentation, Plans, and all other completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, records, samples, information and other property that would have been required to be furnished to the Joint Board if the Work had been completed.

15.2.8. Complete performance in accordance with the Contract Documents of all Work not terminated.

15.2.9. Take all action that may be necessary, or that the Joint Board may direct, for the safety, protection and preservation of (a) the public, including public and private vehicular movement, (b) the Work, and (c) equipment, machinery, materials, Hardware, Software and property related to the Project that is in the possession of TSP and in which the Joint Board has or may acquire an interest.

15.2.10. If requested by the Joint Board, withdraw from the portions of the Project Site designated by the Joint Board and remove such materials, equipment, tools and instruments used by, and any debris or waste materials generated by, TSP and any Subcontractor in the performance of the Work as the Joint Board may direct.

15.2.11. Take other actions directed by the Joint Board.

15.3 Responsibility for Materials After Notice of Termination for Convenience

15.3.1. TSP shall continue to be responsible for damage to materials after issuance of the Notice of Termination for Convenience or a Notice of Partial Termination for Convenience, except as follows:

(a) TSP's responsibility for damage to materials for which partial payment has been made as provided herein shall terminate when the Joint Board's Authorized Representative certifies that those materials have been stored in the manner and at the locations directed by the Joint Board.

(b) TSP's responsibility for damage to materials purchased by the Joint Board subsequent to the issuance of the notice that this Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Joint Board or its designee.

15.3.2. When the Joint Board's Authorized Representative determines that TSP has completed the Work directed to be completed prior to termination and such other work as may have been ordered to secure the applicable portion of the Project for termination, the Joint Board's Authorized Representative will recommend that the Joint Board formally accept such Work, and immediately upon and after such acceptance by the Joint Board, TSP will not be required to provide for continuing safety, security and maintenance at the applicable Project Site.

15.4 TSP's Responsibilities Upon Expiration or After Receipt of Notice of Termination of Operations and Maintenance Work

15.4.1. Safe Demobilization. Upon expiration or earlier termination of this Contract for any reason during the Operations and Maintenance Term (including a Joint Board Event of Default), TSP shall confer and cooperate with Joint Board to determine the activities required in order to terminate in a safe and orderly manner and to allow the transition without interruption of Operations and Maintenance Work performed by TSP hereunder to a subsequent operator. On the expiration or other termination date (as such date may be extended by mutual written agreement of the Parties), TSP shall, except as otherwise provided in Sections 15.4.2 and 15.4.5, remove its personnel from the Toll Facilities (other than the CSC unless it is used primarily for the Project) and shall leave such facilities in good repair in at least the condition TSP is required to

maintain at that time under the Contract Documents, with an equivalent supply of Spare Parts, supplies, consumables, tools and other operating items as were present on the Revenue Service Date, or such modified supply thereof as has been agreed to by the Parties. All such items shall remain the property of the Joint Board without additional charge, and upon the expiration or earlier termination date possession and control of the Toll Facilities (other than the CSC unless it is used primarily for the Project, but including any materials, equipment, tools and supplies located there and used exclusively for the Project), and TCS shall be transferred to the Joint Board, unless otherwise directed by the Joint Board. Assignment of the leases to the WUC premises shall be made only upon the Joint Board's request.

15.4.2. Recruitment of TSP Employees. Upon expiration or earlier termination of this Contract for any reason during the TCS Operations and Maintenance Term, TSP shall allow the Joint Board to recruit and retain as its employees (or as employees of any successor operator of the TCS under contract with the Joint Board) TSP's non-management operating staff working exclusively on the Project. No later than 90 days prior to the expiration of this Contract and promptly upon notice of any earlier termination during the TCS Operations and Maintenance Term, TSP shall submit to the Joint Board detailed information relating to each such operating employee and his or her compensation, role or function and working hours in performing Work hereunder. Such information shall be in sufficient detail that the Joint Board or any successor provider of services comparable to those of TSP under this Contract may contact such employee and seek to engage such employee on substantially the same terms and conditions as such employee is presently engaged by TSP or on such other terms and conditions as the Joint Board may then be bound to under any applicable labor agreement. Within 20 days of TSP's submission to the Joint Board of such information, the Joint Board shall notify TSP in writing of each such employee whom the Joint Board or any such successor wishes to recruit. This provision shall not apply to TSP's employees at an existing CSC that are not assigned exclusively to the Project. Nothing contained herein is intended to require that TSP violate any Law regarding employment or privacy.

15.4.3. Materials, Supplies and Third Party Software. No fewer than 90 days prior to the expiration or earlier termination of this Contract, TSP shall provide the Joint Board with an inventory list of all materials, supplies, equipment, Hardware and Software produced, purchased or ordered from Suppliers for use in the Operations and Maintenance Work and not yet used in the Operations and Maintenance Work, including its storage location, as well as any documentation or other property required to be delivered hereunder which is either in the process of development or previously completed but not yet delivered to the Joint Board, and such other information as the Joint Board may request. No fewer than 90 days prior to the expiration or earlier termination of this Contract, TSP shall transfer title (or, with respect to any third party licensed Software, assign to the Joint Board all of TSP's and any TSP-Related Entity's license to such Software, or obtain a direct license in the name of the Joint Board for

such Software on the same terms) and deliver to the Joint Board through bills of sale or other documents of title, assignment or license, as applicable, as directed by the Joint Board, the Work in process, completed Work, supplies, equipment, any Hardware, Software (other than Pre-Existing Software) and other material produced or acquired for the Work terminated that has not already been provided to the Joint Board.

15.4.4. Work Product and Intellectual Property. On or before the expiration or earlier termination date of the TCS Operations and Maintenance Term, subject to the provisions of Sections 20.5 and 20.6, all System Documentation, Plans, manuals, procedures, programs, operating and financial records and accounts and other such materials used or developed in the performance of the Work shall be delivered to the Joint Board and shall remain or become the property of the Joint Board. TSP also shall deliver or make available to the Joint Board all work product and all intellectual property rights TSP is required to deliver or make available pursuant to this Contract, and all records and archives of TCS Data.

15.4.5. Training of New Operating Personnel. At the request or direction of the Joint Board, TSP shall assist and cooperate with the Joint Board in the transitioning to replacement operating personnel of the Joint Board or any successor provider of services comparable to those of TSP under this Contract, and shall assist in training and phasing in the services of such replacement operator or personnel. The Joint Board shall have the right to make such a request or give such a direction through a Change Directive or a Change Order. TSP shall implement the approved End of Contract Transition Plan, or if TSP has not already submitted such plan and obtained the Joint Board's approval, TSP shall diligently cooperate with the Joint Board upon request in developing the End of Contract Transition Plan, and such plan shall be incorporated into any Change Order concerning transition services. In the event of disagreement over the End of Contract Transition Plan, the Joint Board shall have the right to unilaterally adopt and direct performance of an End of Contract Transition Plan as part of the Change Directive or Change Order. Such End of Contract Transition Plan may include a scope of work and a schedule for training personnel in the architecture, management, operation and maintenance of the TCS, and in the performance of any other Work. TSP shall be available and provide personnel to perform such transition and training services in accordance with the End of Contract Transition Plan for the period set forth in the plan, in any event not to extend beyond 120 days following the expiration or earlier termination date. Except in the event of termination pursuant to Section 16.2.1 for a TSP Event of Default, as compensation for the performance of such transition and training services, TSP shall be entitled to reimbursement outside the Contract Price for TSP's actual, reasonable and direct out-of-pocket Costs, determined on an Open Book Basis, incurred in such performance plus overhead Costs, unless the Parties agree on a different method for reimbursement.

15.4.6. TCS Agreements

15.4.6.1. With respect to a termination upon expiration of this Contract or earlier termination for convenience or for a TSP Event of Default, TSP shall immediately upon such termination (i) assemble at its offices in the State and make available for the Joint Board's and/or the Joint Board's successor toll system provider's review during normal business hours all Subcontracts, contracts with suppliers, the Warehouse Facility Lease, the WUC Leases and any other Toll Facilities leases (excluding any lease of a CSC not used exclusively for the Project), licenses and other TCS related agreements and amendments thereto which are then in effect (collectively, "TCS Agreements"); (ii) deliver to the Joint Board and such successor, if any, true and complete originals thereof; (iii) execute and deliver to the Joint Board or such successor, as applicable, a written assignment and assumption agreement with respect to any such TCS Agreement(s) which the Joint Board or such successor elects to assume; and (iv) terminate, or cause to be terminated, effective on the same date as the effective date of such termination, any such TCS Agreement(s) which neither the Joint Board nor such successor elects, in its sole discretion, to assume.

15.4.6.2. The Joint Board's or such successor's, as applicable, assumption of any TCS Agreements pursuant to Section 15.4.6.1 shall pertain only to obligations arising from and after the effective date of the termination of this Contract, and TSP shall remain liable for all obligations arising thereunder prior to such effective date of termination.

15.5 Settlement Proposal

After receipt of a Notice of Termination for Convenience or Notice of Partial Termination for Convenience, TSP shall submit a final termination settlement proposal to the Joint Board in the form and with the certification prescribed by the Joint Board. TSP shall submit the proposal promptly, but no later than 90 Days from the effective date of termination unless TSP has requested a time extension in writing within such 90-Day period and the Joint Board has agreed in writing to allow such an extension. TSP's termination settlement proposal shall then be reviewed by the Joint Board and acted upon, returned with comments, or rejected. If TSP fails to submit the proposal within the time allowed, the Joint Board may determine, on the basis of information available, the amount, if any, due TSP because of the termination and shall pay TSP the amount so determined, and TSP shall be bound by the Joint Board's determination.

15.6 Amount of Negotiated Termination Settlement

TSP and the Joint Board may agree, as provided in Section 15.5, upon the whole or any part of the amount or amounts to be paid to TSP by reason of the total or partial termination of Work for convenience pursuant to this Section 15. Such negotiated settlement may include a reasonable allowance for profit solely on TCS Installation Work which has been completed as of the termination date and subsequently inspected

and accepted by the Joint Board. Such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Total Toll Collection System Capital Price and the Total Toll Collection System Operations and Maintenance Price for the Project, as reduced by the amount of payments otherwise made and the applicable price of Work not terminated. Upon determination of the settlement amount, this Contract will be amended accordingly, and TSP will be paid the agreed amount as described in this Section 15.6, subject to any offset and deduction rights of the Joint Board as set forth in the Contract Documents. Fifty percent (50%) of said amount will be paid by IFA, and fifty percent (50%) will be paid by KPTIA. Each such States' Party's share shall be severable, and neither shall be responsible to make payment of the other States' Party's allocable share. Nothing in Section 15.7 prescribing the amount to be paid to TSP in the event that TSP and the Joint Board fail to agree upon the whole amount to be paid to TSP by reason of the termination of Work pursuant to this Section 15.6 shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to TSP pursuant to this Section 15.6. The Joint Board's execution and delivery of any settlement agreement shall not affect any of its rights under the Contract Documents with respect to completed Work, relieve TSP from its obligations with respect thereto, including Warranties, or affect the rights of the Joint Board or TSP under any Performance Bond(s), Payment Bond(s), Maintenance Bond(s), other bonds and/or security as to such completed or non-terminated Work.

15.7 No Agreement as to Amount of Termination Settlement for TCS Installation Work and Operations and Maintenance Work

If TSP and the Joint Board fail to agree upon either all or some portion of the amount to be paid TSP by reason of the termination of TCS Installation Work or Operations and Maintenance Work for convenience pursuant to this Section 15, the amount payable (exclusive of interest charges) shall be determined by the Joint Board in accordance with the following, but without duplication of any items or of any amounts agreed upon in accordance with Sections 15.7 and 15.8:

15.7.1. The Joint Board will pay TSP the sum of the following amounts for Work performed prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience:

(a) All TCS Installation Work and Operations and Maintenance Work performed by the termination date in accordance with the terms and requirements of the Contract Documents but not previously paid for (such payment, including, without limitation payment for any Software licensed by TSP at the Joint Board's request, to be determined in accordance with the Payment Milestones, but not to include any amounts for anticipated profits with respect to Work not yet performed or lost opportunity);

(b) TSP's documented reasonable direct Costs of demobilization including close-out Costs and amounts payable to Subcontractors and suppliers for early termination;

(c) The reasonable out-of-pocket cost (including reasonable overhead) of the preservation and protection of property incurred pursuant to Section 15.2.9 and any other reasonable out-of-pocket cost (including overhead) incidental to termination of TCS Installation Work and Operations and Maintenance Work under this Contract, including the reasonable cost to TSP of handling material returned to the vendor, delivered to the Joint Board or otherwise disposed of as directed by the Joint Board, and including a reasonable allowance for TSP's administrative costs in determining the amount payable due to termination of this Contract.

15.7.2. TSP acknowledges and agrees that, in the event of termination under this provision, it shall not be entitled to any compensation in excess of the value of the TCS Installation Work and Operations and Maintenance Work performed (determined as provided in Section 15.7.1) plus its settlement costs, and that items such as lost or anticipated profits, unabsorbed overhead and opportunity costs shall not be recoverable by it upon a total or partial termination of this Contract. In the event that any refund is payable with respect to insurance or bond premiums, deposits or other items which were previously passed through to the Joint Board by TSP, such refund shall be paid directly to the Joint Board or otherwise credited to the Joint Board. Except to the extent that the Joint Board will have expressly assumed the risk of loss, there will be excluded from the amounts payable to TSP under Section 15.7.1, the fair value, as determined by the Joint Board, of equipment, supplies, Hardware, Software, machinery, materials and property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Joint Board. Upon determination of the amount of the termination payment, this Contract shall be amended to reflect the agreed termination payment, TSP shall be paid the agreed amount, and the Total Toll Collection System Capital Price and the Total Toll Collection System Operations and Maintenance Price shall be reduced to reflect the reduced scope of Work.

15.8 Termination of Operations and Maintenance Work

15.8.1. With respect to a termination for convenience of the Operations and Maintenance Work, TSP shall be entitled to payment for: (i) all Operations and Maintenance Work performed prior to the termination date in accordance with the terms and requirements of the Contract Documents, to the extent not previously paid by the Joint Board in accordance with the provisions hereof, and (ii) TSP's documented reasonable, direct Costs of demobilization and termination including close-out Costs and amounts payable to Subcontractors and Suppliers for early termination, provided that neither TSP nor any Subcontractor or Supplier shall be entitled to any amounts for anticipated profits with respect to services not yet performed or lost opportunity.

15.8.2. When all Costs associated with the termination can be identified with certainty (but in no event later than 60 days after the Termination Date), TSP shall provide the Joint Board with invoices for final payment for all termination Costs permitted under Section 15.8.1 that have not been included in previous invoices. TSP shall provide the Joint Board with access to its books, records, accounts and invoices,

in accordance with Section 21.4, for inspection and audit of such Costs as set forth therein.

15.9 Reduction in Amount of Claim

The amount otherwise due TSP under this Section 15 shall be reduced by (a) the amount of any claim which the Joint Board may have against any TSP-Related Entity in connection with this Contract, (b) all unliquidated advance or other payments made to or on behalf of TSP applicable to the terminated portion of the Work or Contract, (c) amounts that the Joint Board deems advisable, in its sole discretion, to retain to cover any existing or threatened claims, Liens and stop notices relating to the Project, (d) amounts payable to the Joint Board as Delay Liquidated Damages, Performance Liquidated Damages or Performance Stipulated Damages, (e) amounts that the Joint Board deems advisable, in its sole discretion to retain to cover any existing or anticipated Losses incurred by the Joint Board, (f) the cost of repairing any Nonconforming Work or the amount of the credit to which the Joint Board is entitled, and (g) any amounts due or payable by TSP to the Joint Board.

15.10 Payment

Except for amounts in dispute, the IFA and KPTIA shall pay TSP their respective shares of its invoices for Costs and other amounts permitted in this Section 15 within 30 days after receipt of such invoices. The Joint Board may from time to time, under such terms and conditions as it may prescribe and in its sole discretion, advise IFA and KPTIA to make partial payments on account against costs incurred by TSP in connection with the terminated portion of this Contract, whenever in the opinion of the Joint Board, the aggregate of such payments shall be within the amount to which TSP will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Section 15, such excess shall be payable by TSP to the Joint Board upon demand together with interest at the rate of the lesser of (a) 12% per annum or (b) the maximum rate allowable under applicable Law.

15.11 Subcontractors

15.11.1. Provisions shall be included in each Subcontract (at all tiers) regarding terminations for convenience, allowing such terminations to be passed through to the Subcontractors and establishing terms and conditions relating thereto, including procedures for determining the amount payable to the Subcontractor upon a termination, consistent with this Section 15.

15.11.2. Each Major Subcontract shall provide that, in the event of a termination for convenience by the Joint Board, the Subcontractor will not be entitled to any anticipatory or unearned profit on Work terminated or partly terminated, or to any payment which constitutes consequential damages on account of the termination or partial termination.

15.12 No Consequential Damages

Under no circumstances shall TSP be entitled to anticipatory or unearned profits or consequential, special, indirect or other damages as a result of a termination or partial termination under this Section 15. The payment to TSP determined in accordance with this Section 15 constitutes TSP's exclusive remedy for a termination hereunder.

15.13 No Waiver

Anything contained in this Contract to the contrary notwithstanding, a termination under this Section 15 shall not waive any right or claim to damages which the Joint Board may have and the Joint Board may pursue any cause of action which it may have at Law, in equity or under the Contract Documents.

15.14 Dispute Resolution

The failure of the parties to agree on amounts due under this Section 15 shall be a dispute to be resolved in accordance with Section 19.

15.15 Allowability of Costs

All costs claimed by TSP under this Section 15 shall be allowable, allocable and reasonable in accordance with the cost principles and procedures of 48 CFR Part 31.

SECTION 16. DEFAULT

16.1 Default of TSP

16.1.1. Events and Conditions Constituting Default

TSP shall be in default under this Contract upon the occurrence of any one or more of the following events or conditions:

(a) **Failure to Carry Out Work.** TSP:

(i) fails to prosecute the Work in a timely fashion and fails to commence or resume diligent prosecution of the Work within 15 days after receipt of written notice of such breach;

(ii) has not achieved (A) Mobilization Readiness within 30 days following the Mobilization Readiness Deadline, or (B) Tolling Readiness within 90 days following the Tolling Readiness Deadline; or

(iii) otherwise fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents and/or the Project Schedule and fails to commence correction of such failure or neglect within 30 days after receipt of written notice of such breach or thereafter fails to complete such correction within such period as may be necessary with the exercise of diligent efforts to complete correction, up to a maximum of 30 days; provided, however, that if the failure or neglect to carry out the Work under this clause (iii) is not material and despite the exercise of diligent efforts to correct is not completely corrected within such 30-day period, TSP may have such longer period to cure up to 90 days as may be reasonable under the circumstances at such time, provided such longer time to cure will not result in material adverse consequences to the Joint Board, the Toll Facilities or the completion and operation thereof. For this purpose, a failure or neglect to carry out the Work, and an adverse consequence to the Joint Board, the Toll Facilities or the completion and operation thereof, shall not be material only if it does not and will not by reason of longer time to correct do any of the following: (1) decrease or delay revenue from the Bridges; (2) increase operating Costs; (3) inhibit the ability of the Joint Board to audit TCS transactions according to Joint Board auditing standards; (4) increase risk of Joint Board or States' Parties liability to third parties (regardless of whether such risk is covered by TSP's indemnities); or (5) increase risk of inaccurate billing (whether undercharging or overcharging) of toll payers.

(b) TSP fails to maintain the insurance, bonds and letters of credit required hereunder; or

(c) TSP attempts or purports to assign or transfer the Contract Documents or any right or interest herein, except as expressly permitted under Section 21.5.2; or

(d) TSP fails, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable Law, or shall have failed to comply with any Law or failed reasonably to comply with the instructions of the Joint Board consistent with the Contract Documents, or fails to make payment to the Joint Board when due of any amounts owing to the Joint Board under this Contract; or

(e) TSP breaches any other agreement, covenant, representation or warranty contained in the Contract Documents that is not otherwise specifically listed in this Section 16.1.1; or

(f) Any Guarantor revokes or attempts to revoke its obligations under its guarantee or otherwise takes the position that such instrument is no longer in full force and effect; or

(g) Any final judgment is issued holding TSP or any Guarantor liable for an amount in excess of \$100,000 based on a finding of intentional or reckless misconduct or violation of a state or federal false claims act; or

(h) Any representation or warranty made by TSP or any Guarantor in the Contract Documents or any certificate, schedule, instrument or other document delivered by TSP pursuant to the Contract Documents was false or materially misleading when made; or

(i) TSP commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due; admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; or any of the foregoing acts or events shall occur with respect to any of TSP's partners, members or joint venturers, any material Subcontractors, or any surety, Guarantor or letter of credit Bank; or

(j) An involuntary case is commenced against TSP seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to TSP or TSP's debts under any bankruptcy, insolvency or other similar Laws now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of TSP or any substantial part of TSP's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by TSP in good faith or shall remain undismissed and unstayed for a

period of 60 Days; or any such involuntary case; or any of the foregoing acts or events shall occur with respect to any of TSP's partners, members or joint venturers, any material Subcontractors, or any surety, Guarantor or letter of credit bank; or

(k) TSP is a party to fraud; or

(l) A Persistent Breach occurs; or

(m) TSP causes or allows a closing or shutdown of all or a portion of a Bridge, the Toll Facilities or TCS in a way not authorized by this Contract, or the Business Rules, or causes or allows to exist any other condition on or with respect to a Bridge, Toll Facilities or TCS which results or may reasonably be expected to result in a material loss of Gross Revenues to the Joint Board, and TSP fails to commence diligent, sustained efforts to remedy such condition with four hours, or fails to complete the remedy of such condition within 48 hours, after receipt of written notice of such breach; provided that such cure period shall not preclude or delay the Joint Board's immediate exercise, without notice or demand, of its rights to cure this condition; and provided further that where an act or omission of TSP constitutes a breach under this Section 16.3(m) and any other Section, this Section 16.3(m) shall control; or

(n) Reaching or Exceeding Liability Limits. TSP incurs liability to the Joint Board for damages, including Liquidated Damages, in an amount equal to or greater than (but for such limitation) ninety-five percent (95%) of the limitation on TSP's liability set forth in Section 17.1.1(a) or Section 17.1.2(a), as applicable, of this Contract.

16.1.2. Notice and Opportunity to Cure

(a) TSP and surety shall be entitled to 15 Days written notice and opportunity to cure any breach before a TSP Event of Default is declared under clauses (b) through (f) and clause (j) of Section 16.1.1. No such notice or opportunity to cure is required for any breach under clause (a) or for any breach which by its nature cannot be cured (which shall include the items described in clauses (g), (h), (i), and (k) through (n)) of Section 16.1.1. With respect to any breach under clause (n), Section 17.2 shall apply. Failure to provide notice to surety shall not preclude the Joint Board from exercising its remedies against TSP. If a breach is capable of cure but, by its nature, cannot be cured within 15 Days, as determined by the Joint Board, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as TSP commences such cure within such 15-Day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event shall such cure period exceed 60 Days in total unless the Joint Board, in its sole discretion, agrees in writing to extend such time.

(b) With respect to a breach declared under clause (l), the Joint Board may declare an anticipatory breach under Section 16.5, in which case the provisions of Section 16.5 shall apply.

(c) Notwithstanding the foregoing, the Joint Board may, without notice and without awaiting lapse of the period to cure any default, in the event of existence of a condition on or affecting the Project which the Joint Board believes poses an immediate and imminent danger to public health or safety, rectify the dangerous condition at TSP's cost, and so long as the Joint Board undertakes such action in good faith, even if under a mistaken belief in the occurrence of such default, such action shall not expose the Joint Board to any liability to TSP and shall not entitle TSP to any other remedy, it being acknowledged that the Joint Board has a paramount public interest in providing and maintaining safe public use of and access to the Project. The Joint Board's good faith determination of the existence of such danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary.

16.2 Remedies

16.2.1. If any breach described in Section 16.1.1 is not subject to cure or is not cured within the period (if any) specified in Section 16.1.2, the Joint Board may declare that a "TSP Event of Default" has occurred and notify TSP to discontinue the Work under this Contract. The declaration of a TSP Event of Default shall be in writing and given to TSP and surety. In addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under the Contract Documents (but in each case subject to the limitation of liability set forth in Section 17.1), the Performance Bond(s), the Maintenance Bond(s) and any letters of credit, if a TSP Event of Default shall occur, the Joint Board shall have the following rights without further notice and without waiving or releasing TSP from any obligations and TSP shall have the following obligations (as applicable):

(a) the Joint Board may terminate this Contract or a portion thereof, including TSP's rights of entry upon, possession, control, operation and maintenance of the Project, in which case, the provisions of Sections 15.2, 15.3 and 15.4 shall apply with equal force and effect as if the termination was for convenience or expiration of the Contract;

(b) If, and as directed by the Joint Board, TSP shall withdraw from all Project Sites or Toll Facilities (other than the CSC) specified by the Joint Board and shall remove, at the Joint Board's direction, materials, equipment, tools and instruments used by, and any debris or waste materials generated by, any TSP-Related Entity in the performance of the Work;

(c) TSP shall deliver to the Joint Board documents and facilities related to the Project that the Joint Board deems necessary for completion of the Work;

(d) TSP shall confirm the assignment to the Joint Board of the Subcontracts requested by the Joint Board and TSP shall terminate, at its sole cost, all other Subcontracts;

(e) The Joint Board may, in its sole discretion, deduct and offset any such amounts payable by TSP to the Joint Board, including reimbursements owing, Delay Liquidated Damages, Performance Liquidated Damages, Performance Stipulated Damages, an amount the Joint Board deems advisable to cover any existing or threatened claims, liens and stop notices of Subcontractors, laborers, or Utility owners against TSP or against the Joint Board, the amount of any Losses that have accrued, the cost to complete or remediate uncompleted Work or Nonconforming Work or other damages or amounts that the Joint Board has determined are or may be payable to the Joint Board under the Contract Documents against amounts otherwise payable by the Joint Board to the TSP;

(f) The Joint Board may draw or realize upon any bonds, funds, collateral or security then held by the Joint Board;

(g) The Joint Board may appropriate any or all materials, supplies, Hardware, Software and equipment at the Project Site (including the CSC, but only to the extent that the Hardware, Software and equipment at the CSC is used exclusively in connection with the Project) as may be suitable and acceptable and may direct the surety to complete this Contract or may enter into an agreement for the completion of this Contract according to the terms and provisions hereof with another contractor or the surety, or use such other methods as may be required for the completion of the Work and the requirements of the Contract Documents, including completion of the Work by the Joint Board; and/or

(h) If the Joint Board exercises any right to perform any obligations of TSP, in the exercise of such right the Joint Board may, but is not obligated to, among other things: (i) perform or attempt to perform, or cause to be performed, such Work; (ii) spend such sums as the Joint Board deems necessary and reasonable to employ and pay such professionals and contractors and obtain materials, equipment, Hardware and Software as may be required for the purpose of completing such Work; (iii) execute all applications, certificates and other documents as may be required for completing the work; (iv) modify or terminate any contractual arrangements; (v) take any and all other actions which it may in its sole discretion consider necessary to complete the Work; and (vi) prosecute and defend any action or proceeding incident to the Work.

16.2.2. In addition to other damages that may be applicable under the Contract Documents, if a TSP Event of Default shall have occurred during performance of the TCS Installation Work, TSP, surety and each Guarantor shall be jointly and severally liable to the Joint Board for all costs reasonably incurred by the Joint Board or any party acting on the Joint Board's behalf in completing the TCS Installation Work or having the TCS Installation Work completed by another Person (including any re-procurement costs, throw away costs for unused portions of the completed Work, and increased Operations and Maintenance and financing costs). The preceding sentence shall expressly include all Operations and Maintenance Work and Work to be performed during the TCS Operations and Maintenance Term. Upon occurrence of an Event of

Default and so long as it continues, the Joint Board shall be entitled to withhold all or any portion of further payments to TSP until the later of (i) the System Acceptance Date, or (ii) the date on which the Joint Board otherwise accepts the TCS as complete or determines that it will not proceed with completion, at which time the Joint Board will determine whether and to what extent TSP is entitled to further payments. Promptly following such System Acceptance Date or the date on which the Joint Board otherwise accepts the TCS as complete or determines that it will not proceed with completion, the total cost of all completed Work shall be determined, and the Joint Board shall notify TSP, its surety and each Guarantor in writing of the amount, if any, that TSP, its surety and each Guarantor shall pay the Joint Board or the Joint Board shall pay TSP or its surety with respect thereto. All costs and charges incurred by the Joint Board, including attorneys', consultants', accountants' and expert witness fees and costs, together with the cost of completing the TCS Installation Work under the Contract Documents and any other deduction that the Joint Board would be entitled to make with respect to a Final Payment of the Total Toll Collection System Capital Price, will be deducted from any moneys due or which may become due TSP or its surety. If such expense exceeds the sum which would have been payable under this Contract, then TSP and its surety(ies) and each Guarantor shall be liable and shall pay to the Joint Board the amount of such excess. If the surety or Guarantor fails to pay such amount immediately upon the Joint Board's demand, then the Joint Board shall be entitled to collect interest from the surety or Guarantor on the amounts the Joint Board is required to pay in excess of the remaining balance of the Total Toll Collection System Capital Price. The interest rate which the surety and each Guarantor shall pay shall be the lesser of (a) 12% per annum or (b) the maximum rate allowable under applicable Law. The interest rate shall accrue on all amounts the Joint Board has had to pay excess of the remaining balance of the Total Toll Collection System Capital Price.

16.2.3. TSP acknowledges that if a default under Section 16.1.1(i) or (j) occurs, such event could impair or frustrate TSP's performance of the Work. Accordingly, TSP agrees that upon the occurrence of any such event, the Joint Board shall be entitled to request of TSP, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within 10 Days of delivery of the request shall entitle the Joint Board to terminate this Contract and to the accompanying rights set forth above. Pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Joint Board shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be credited against and deducted from the Joint Board's payment obligations hereunder. The foregoing shall be in addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under this Contract and the Performance Bond(s), the Warranty Bonds, the Maintenance Bonds and any letter of credit.

16.2.4. In lieu of the provisions of this Section 16.2 for terminating this Contract and completing the Work, the Joint Board may, in its sole discretion, pay TSP for the parts already done according to the provisions of the Contract Documents and may treat the parts remaining undone as if they had never been included or contemplated by this Contract. No claim under this provision will be allowed for prospective profits on, or any other compensation relating to, Work uncompleted by TSP.

16.2.5. If this Contract is terminated for grounds which are later determined not to justify a termination for default, such termination shall be deemed to constitute a termination for convenience pursuant to Section 15.

16.2.6. The exercise or beginning of the exercise by the Joint Board of any one or more rights or remedies under this Section 16.2 shall not preclude the simultaneous or later exercise by the Joint Board of any or all other such rights or remedies, each of which shall be cumulative.

16.2.7. If the Joint Board suffers damages as a result of TSP's breach or failure to perform an obligation under the Contract Documents, then, subject to the limitation on liability contained in Section 17, the Joint Board shall be entitled to recovery of such damages from TSP regardless of whether the breach or failure that gives rise to the damages ripens into a TSP Event of Default.

16.2.8. TSP and Surety shall not be relieved of liability for continuing Delay Liquidated Damages, Performance Liquidated Damages or Performance Stipulated Damages on account of a default by TSP hereunder or by the Joint Board's declaration of a TSP Event of Default, or by actions taken by the Joint Board under this Section 16.2.

16.2.9. The Joint Board's remedies with respect to Nonconforming Work shall include the right to accept such Work and reduce the Total Toll Collection System Capital Price in lieu of the remedies specified in this Section 16.

16.2.10. If the Joint Board exercises any right to perform any obligations of TSP with respect to Work, in the exercise of such rights the Joint Board may, among other things:

- (a) Perform or attempt to perform, or cause to be performed, such work;
- (b) Employ security guards and other safeguards to protect the work;
- (c) Spend such sums as Joint Board deems necessary and reasonable to employ and pay such engineers, consultants, suppliers, contractors and customer service representatives, including one or more replacement contractor(s), as may be required for the purpose of completing the work;
- (d) Take possession of the TCS and Toll Facilities and of all materials, equipment, tools and supplies located there which are owned or provided by TSP

(excluding the CSC, but including any materials, equipment, tools and supplies located there and used exclusively for the Project);

- (e) Draw on and use proceeds from the Performance Bond to pay such sums;
- (f) Execute all applications, certificates and other documents as may be required to perform the work;
- (g) Make decisions respecting, assume control over and continue the operation of the TCS and Toll Facilities as the Joint Board determines appropriate;
- (h) Modify or terminate any contractual arrangements, including any Subcontracts;
- (i) Take any and all other actions which the Joint Board may in its sole discretion consider necessary to perform the work; and/or
- (j) Prosecute and defend any action or proceeding incident to operating or maintaining the TCS or Toll Facilities.

16.3 Failure to Comply Caused by Delay Event

Notwithstanding anything to the contrary contained herein, the Parties agree that the term "TSP Event of Default" shall specifically exclude TSP's failure to meet a Completion Deadline, if such failure is caused solely and directly by an event or events beyond TSP's control, which event was not due, in whole or in part, to the breach, default, fault, act, omission, negligence, recklessness, gross negligence or willful misconduct of any TSP-Related Entity, and which delay could not have been avoided by due diligence and use of reasonable efforts by TSP. The foregoing circumstance is referred to herein as a "Delay Event," with the understanding that the term "Delay Event" does not apply in cases where the delay to the Critical Path is resolved by extension of the applicable Completion Deadline(s) under Section 13. Delay Events shall only apply to the particular element of the Work with respect to which it has occurred and shall not apply to any other aspect of the Work. If TSP fails to meet the Project Schedule as a result of a Delay Event, the Joint Board shall not be entitled to terminate this Contract or exercise any of the remedies described in Section 16.2 for such failure of TSP to perform, except as follows: (i) if TSP fails to perform or delays the performance of any Work as the result of a Delay Event, then the Joint Board shall have the right, but not the obligation, to cause third parties to perform such Work, and, in such event, the cost of such Work shall be deducted from the Contract Price; and (ii) occurrence of a Delay Event shall not excuse TSP from its obligation to pay damages, including Liquidated Damages, for failure to achieve Mobilization Readiness or Tolling Readiness by the applicable Completion Deadline; provided, however, that to the extent that TSP is excused from payment of Liquidated Damages by reason of Section 17 or otherwise, the Joint Board shall be entitled to treat the Delay Event as a

TSP Event of Default and terminate this Contract and exercise any and all remedies available under the Contract Documents. TSP shall promptly notify the Joint Board in writing of any occurrence of a Delay Event and of the steps that TSP intends to implement to mitigate the delays arising therefrom.

16.4 Right to Stop Work for Failure by IFA and/or KYTC to Make Undisputed Payment

TSP shall have the right to suspend its Work if the Joint Board fails to pay undisputed amounts due to TSP hereunder within 30 business days from the due date for such payment and the Joint Board fails to make such payment within 10 business days after the Joint Board receives from TSP written notice of such delinquency. Any such work stoppage shall be considered a suspension for convenience under Section 14. TSP shall not have the right to terminate this Contract for default as the result of any failure by the Joint Board to make an undisputed payment due hereunder, but TSP shall have the right to declare a Termination for Convenience under Section 15 by delivering to the Joint Board a written Notice of Termination for Convenience specifying its effective date, if such nonpayment of an undisputed amount continues for more than 180 Days after the Joint Board's receipt of written notice of nonpayment from TSP.

16.5 Anticipatory Breach

16.5.1. TSP recognizes and acknowledges that a pattern or practice of continuing, repeated or numerous breaches or failures to perform by TSP, even if individual instances are not material or are eventually cured, will undermine the confidence and trust essential to the success of this Contract and will have a material, cumulative adverse impact on the value of this Contract to the Joint Board. TSP acknowledges and agrees that the measures for determining the existence of such a pattern or practice described in the definition of Persistent Breach are a fair and appropriate objective basis to conclude that such a pattern or practice will continue.

16.5.2. Accordingly, in the event the Joint Board issues a notice under Section 16.1.2 with respect to a breach under Section 16.1.1(l) for a Persistent Breach, the Joint Board shall have the right to declare an anticipatory breach of this Contract by TSP. So long as the circumstances under the definition of Persistent Breach have occurred, any such declaration of anticipatory breach shall be valid, conclusive and binding, and such breach shall be deemed material even if such items comprising the Persistent Breach shall have been cured.

16.5.3. TSP shall have a reasonable period of time, in no event to exceed the time period for each requirement stated below (measured from the date the Joint Board issues notice of anticipatory breach), to fully and completely deliver all of the following assurances of performance, which TSP agrees and acknowledges are (i) the minimum necessary to tender adequate assurance of performance and (ii) reasonable, fair and

appropriate to bring to a halt the pattern and practice of continuing, repeated and numerous breaches and failure to perform:

(a) Full and complete cure of all outstanding TSP defaults, to be completed within 60 Days (provided, however, that the foregoing shall not modify or limit the Joint Board's rights to declare a TSP Event of Default or exercise rights and remedies with respect thereto or to other breaches under Section 16.1.1 that have no or a shorter cure period than 60 Days);

(b) Any new Key Personnel replacement, to the extent required by the Joint Board, each replacement to be acceptable to the Joint Board in its sole discretion, to be completed within 60 Days;

(c) A revised and restated Quality Management Plan, meeting best industry standards and practices, in form and content acceptable to the Joint Board in its good faith discretion, to be completed and delivered within 60 Days. As part of the revised plans, the Joint Board may, in its sole discretion, increase the level of the Joint Board involvement and oversight, at the sole cost and expense of TSP and such involvement shall not be cause for any relief or rights on the part of TSP under the Contract Documents or otherwise;

(d) Replacement of each Subcontractor that the Joint Board reasonably determines is or was a material source of any continuing, repetitive or chronic breach or failure to perform (including any Subcontractor with responsibility for quality assurance or quality control), with a substitute Subcontractor acceptable to the Joint Board, in its good faith discretion, within 60 Days; and

(e) Notwithstanding any limitation on the maximum amount of the performance bonds set forth under Section 8.1 and Section 8.2 or otherwise, TSP shall increase the bonded sums by 100%, to be completed within 15 Days or, alternatively, provide a letter of credit or cash collateral in such amount or otherwise provide additional security acceptable to the Joint Board, in its sole discretion; provided, however, that the foregoing is not intended to increase the amounts of any applicable limitation of liability set forth in Section 17.1.

16.5.4. If for any reason TSP fails to complete any element of the assurances of performance described in this Section 16.5 within the applicable time period, the same shall constitute an uncured material TSP Event of Default. Thereupon, the Joint Board, without further notice and cure period, shall be able to exercise all rights and remedies under Section 16.2 and otherwise under this Contract, at law or in equity.

16.5.5. Nothing contained in this Section 16.5 shall modify, alter, discharge or release TSP from any obligations to pay Delay Liquidated Damages, Performance Liquidated Damages, Performance Stipulated Damages or other compensation under this Contract.

SECTION 17. LIMITATION OF TSP'S LIABILITY

17.1 Limitation of TSP's Liability

17.1.1. Limitation of Liability Until System Acceptance

To the extent permitted by applicable Law, TSP's liability under this Agreement for damages (including actual, indirect, special, consequential, multiple or punitive damages) for the period prior to System Acceptance (whether arising in contract, negligence or other tort, or any other theory of law) shall not exceed the sum of (a) an amount equal to \$_____ ***[insert Total Toll Collection System Capital Price]***; plus (b) any amounts paid or payable by TSP which are covered by insurance proceeds; plus (c) all Losses incurred by any Indemnified Party relating to or arising out of any illegal activities, fraud, criminal conduct, gross negligence or willful misconduct on the part of any TSP-Related Entity with respect to or in connection with the Work, the TCS, this Agreement or Project; and plus (d) TSP's indemnification obligations under Section 18 regarding third party suits, actions, proceedings, judgments and claims. In addition, Delay Liquidated Damages, Performance Liquidated Damages and Performance Stipulated Damages assessed against and paid by TSP for events occurring prior to System Acceptance will be credited towards the amount set forth in clause (a) above, and such liquidated and stipulated damages are also subject to certain limits as set forth in Sections 4.10.8 and 4.12.4 above. For purposes of clarification, an event, occurrence or action that occurred prior to System Acceptance, but which may become known or actionable after System Acceptance is intended to fall under this Section 17.1.1.

17.1.2. Limitation of Liability After System Acceptance

To the extent permitted by applicable Law, TSP's liability under this Agreement for damages (including actual, indirect, special, consequential, multiple or punitive damages) for the period from and after System Acceptance (whether arising in contract, negligence or other tort, or any other theory of law) shall not exceed the sum of (a) an amount equal to \$8,000,000; plus (b) any amounts paid or payable by TSP which are covered by insurance proceeds; plus (c) all Losses incurred by any Indemnified Party relating to or arising out of any illegal activities, fraud, criminal conduct, gross negligence or willful misconduct on the part of any TSP-Related Entity with respect to or in connection with the Work, the TCS, this Agreement or the Project; and plus (d) TSP's indemnification obligations under Section 18 regarding third party suits, actions, proceedings, judgments and claims. In addition, Performance Liquidated Damages and Performance Stipulated Damages assessed against and paid by TSP for events occurring after System Acceptance will be credited towards the amount set forth in clause (a) above, and such liquidated and stipulated damages are also subject to certain limits as set forth in Sections 4.10.8 and 4.12.4 above.

17.2 Potential Increase in Limitation of TSP's Liability

In the event that the limitation of TSP's liability described in Section 17.1.1(a) or Section 17.1.2(a) above, as applicable, is reached (i.e., prior to System Acceptance TSP's liability for damages is an amount equal to or exceeding the Total Toll Collection System Capital Price, and after System Acceptance TSP's liability for damages is an amount equal to or exceeding \$8,000,000))and, accordingly, a default under Section 16.1.1(n) has occurred, TSP may cure such default if it agrees in writing to increase the amount set forth in Section 17.1.1(a) or Section 17.1.2(a), as applicable, by an amount no less than twenty-five percent (25%) of the amount set forth in Section 17.1.1(a) or Section 17.1.2(a), as applicable. TSP's cure, if any, must be implemented within five (5) business days after it receives notice of such default from the Joint Board. If the TSP fails to respond during such five (5) business day period or elects not to increase the amount set forth in Section 17.1.1(a) or Section 17.1.2(a), as applicable,, the Joint Board shall have all rights and remedies set forth in the Contract Documents, including Section 16.2 hereof. This Section 17.2 shall apply during any time in which there is a default under Section 16.1.1(n).

SECTION 18. INDEMNIFICATION

18.1 Indemnifications by TSP

18.1.1. Subject to Section 17, and Section 18.1.3, TSP shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, costs, penalties, fines, damages, losses, liabilities and response costs, including any injury to or death of persons or damage to or loss of property, and including penalties, fines, attorneys', accountants' and expert witness fees and costs incurred in connection with the enforcement of this indemnity, arising out of, relating to or resulting from:

(a) The breach or alleged breach of this Contract by any TSP-Related Entity; and/or

(b) The failure or alleged failure by any TSP-Related Entity to comply with the Governmental Approvals or any applicable Laws (including Environmental Laws); and/or

(c) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Work and/or the System, or arising out of any use in connection with the Project and/or the system of methods, processes, software, designs, information, or other items furnished or communicated to the Joint Board or another indemnified party pursuant to this agreement provided that if infringement can be avoided by modification to the allegedly infringing article, the Joint Board agrees to allow such modification, at TSP's sole cost and expense, unless the form, fit or function of the allegedly infringing article or the system is, in the Joint Board's sole determination, adversely affected; and further provided that this indemnity shall not apply to any infringement to the extent resulting from (i) the Joint Board's failure to comply with specific written instruction regarding use provided to the Joint Board by TSP; (ii) compliance with written specifications prescribed by the Joint Board with respect to which (1) TSP has complied in full; (2) the reason for the infringement solely arises out of the Joint Board's specifications, and (3) TSP has notified the Joint Board in writing in advance of potential infringement and the Joint Board has directed TSP to proceed and disregard the potential infringement, or (iii) modifications to the deliverables not made by a TSP-Related Entity; and/or

(d) The actual or alleged negligent act, error or omission, gross negligence or willful misconduct of any TSP-Related Entity in or associated with performance of the Work; and/or

(e) Any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of any

TSP-Related Entity with respect to any payment for the Work made to or earned by any TSP-Related Entity; and/or

(f) Any and all stop notices and/or liens filed in connection with the Work, including all reasonable expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop notice or lien, provided that the Joint Board is not in default in payments owing to TSP with respect to such Work, and/or

(g) Any spill or release or threatened spill or release of a Hazardous Material (i) which was brought onto any Project Site by any TSP-Related Entity, or (ii) attributable to the negligent acts or omissions, gross negligence, willful misconduct, or breach of contract or Law by any TSP-Related Entity; and/or

(h) The claim or assertion by any contractor of inconvenience, disruption, delay or loss caused by interference by any TSP-Related Entity with work for the Ohio River Bridges Project being performed by other contractors, or failure of any TSP-Related Entity to cooperate reasonably with such other contractors in accordance therewith.

18.1.2. Subject to Sections 17 and 18.1.3, TSP shall release, defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, costs, penalties, fines, damages, losses, liabilities and response costs, including any injury to or death of persons or damage to or loss of property, and including penalties, fines, attorneys', accountants' and expert witness fees and costs, arising out of, relating to or resulting from Errors, omissions, inconsistencies or other defects in the Project and/or System design, installation, integration or construction, regardless of whether such Errors, omissions, inconsistencies or defects were also included in any Owner Design Documents or Reference Information Documents; provided, however, that the foregoing indemnity shall not apply to the extent that the Errors, omissions, inconsistencies or other defects were specifically included in the Owner Design Documents or Reference Information Documents and this Agreement expressly provides that TSP may rely on such Owner Design Documents or Reference Information Documents).

18.1.3. Subject to the releases and disclaimers herein, TSP's indemnity obligation shall not extend to any Loss, damage or cost to the extent that such Loss, damage or cost was caused by:

(a) the negligence, reckless or willful misconduct, bad faith or fraud of such Indemnified Party;

(b) the Joint Board's material breach of any of its obligations under the Contract Documents; or

(c) any class action certification, class action cause of action or class action settlement due to the Joint Board's toll enforcement activities against toll violations (including attorneys' fees, fines and penalties) on the Ohio River Bridges Project (except this clause (c) shall not apply to the extent that such certifications, actions or settlements arise out of, relate to or result from the negligent acts or omissions, gross negligence, willful misconduct, or breach of contract or Law by any TSP-Related Entity).

18.1.4. In claims by an employee of TSP, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 18.1 shall not be limited by any limitations under workers' compensation, disability benefit or other employee benefits laws, including limitations on the amount or type of damages, compensation or benefits payable by or for TSP or a Subcontractor.

18.1.5. TSP hereby acknowledges and agrees that it is TSP's obligation to cause the TCS to be designed, installed and operated so as to meet the intent of the Contract Documents and to satisfy the Performance Requirements, and that the Indemnified Parties are fully entitled to rely on TSP's performance of such obligation. TSP further agrees that any certificate, review and/or approval by the Joint Board and/or others hereunder shall not relieve TSP of any of its obligations under the Contract Documents or in any way diminish its liability for performance of such obligations or its obligations under this Section 18.

18.2 Defense and Indemnification Procedures

18.2.1. If the Joint Board receives notice of a claim or otherwise has Actual Knowledge of a claim that it believes is within the scope of the indemnities under Section 18.1, and if the Joint Board gives notice thereof to TSP pursuant to Section 21.9.2 or Section 21.11, as applicable, then the Joint Board shall have the right to conduct its own defense unless either an insurer accepts defense of the claim within the time required by Law or TSP accepts the tender of the claim in accordance with Section 18.2.3.

18.2.2. If the insurer under any applicable insurance policy accepts the tender of defense, the Joint Board and TSP shall cooperate in the defense as required by the insurance policy. If no insurer under potentially applicable insurance policies provides defense, then Section 18.2.3 shall apply.

18.2.3. If the defense is tendered to TSP, then within thirty (30) days after receipt of the tender, it shall notify the Indemnified Party whether it has tendered the matter to an insurer and (if not tendered to an insurer or if the insurer has rejected the tender) shall deliver a notice stating that TSP:

(a) Accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any “reservation of rights” to deny or disclaim full indemnification thereafter;

(b) Accepts the tender of defense but with a “reservation of rights” in whole or in part; or

(c) Rejects the tender of defense based on a determination that it is not required to indemnify against the claim under the terms of this Agreement.

18.2.4. If TSP accepts the tender of defense under Section 18.2.3(a) and (b), TSP shall have the right to select legal counsel for the Indemnified Party, subject to reasonable approval by the Indemnified Party, and TSP shall otherwise control the defense of such claim including settlement, and bear the fees and costs of defending and settling such claim. During such defense:

(a) TSP shall fully and regularly inform the Indemnified Party in writing of the progress of the defense and of any settlement discussions; and

(b) The Indemnified Party shall fully cooperate in said defense.

Notwithstanding the foregoing, if TSP has reached any liability limit or may reach a liability limit under this Agreement with respect to an item tendered pursuant to this indemnity, TSP shall not be entitled to select legal counsel for the Indemnified Party.

18.2.5. If TSP responds to the tender of defense as specified in Section 18.2.3(c), the Indemnified Party shall be entitled to select its own legal counsel and otherwise control the defense of such claim, including settlement.

18.2.6. Notwithstanding Sections 18.2.3(a) and 18.2.3(b), the Indemnified Party may revocably assume its own defense at any time by delivering to TSP notice of such election and the reasons therefor, if the Indemnified Party, at the time it gives notice of the claim or at any time thereafter, reasonably determines that:

(a) A conflict exists between it and TSP which prevents or potentially prevents TSP from presenting a full and effective defense;

(b) TSP is otherwise not providing an effective defense in connection with the claim; or

(c) TSP lacks the financial capacity to satisfy potential liability or to provide an effective defense.

18.2.7. If the Indemnified Party is entitled and elects to conduct its own defense pursuant hereto of a claim for which it is entitled to indemnification, TSP shall reimburse on a current basis all reasonable costs and expenses the indemnified party incurs in

investigating and defending. If the Indemnified Party is entitled to and elects to conduct its own defense, then:

(a) In the case of a defense that otherwise would be conducted under Section 18.2.6(a), the Indemnified Party shall have the right to settle or compromise the claim with each of TSP' relevant insurer(s)' prior written consent, which in each case shall not be unreasonably withheld or delayed;

(b) In the case of a defense that otherwise would be conducted under Section 18.2.6(b), the Indemnified Party and TSP shall consult each other on a regular basis to determine whether settlement is appropriate and, subject to the rights of any insurer providing coverage for the claim under a policy required under this Agreement, and the Indemnified Party shall have the right to settle or compromise the claim with TSP's prior written consent without prejudice to the Indemnified Party's rights to be indemnified by TSP; and

(c) In the case of a defense conducted under Section 18.2.6(c), the Indemnified Party shall, subject to the rights of any insurer providing coverage for the claim under a policy required under this Agreement, have the right to settle or compromise the claim without TSP's prior written consent and without prejudice to its rights to be indemnified by TSP.

18.2.8. A refusal of, or failure to accept, a tender of defense, as well as any Dispute over whether an Indemnified Party which has assumed control of defense is entitled to do so under Section 18.2.6 shall be resolved according to the Dispute Resolution procedures, but the foregoing shall not preclude an Indemnified Party from preserving its rights or defending the claim pending such resolution.

18.3 Indemnification by the Joint Board

It is recognized that the Joint Board may assert that certain third persons or parties may rightfully bear the ultimate legal responsibility for any and all Hazardous Materials which may currently be present on the Project Site. It is further recognized that certain state and federal statutes provide that individuals and firms may be held liable for damages and claims related to Hazardous Materials under such doctrines as joint and several liability and/or strict liability. It is not the intention of the parties that TSP be exposed to any such liability arising out of (a) proper Hazardous Materials Management activities in connection with pre-existing Project Site contamination, whether known or unknown (except as otherwise provided in Section 18.1.1(g)), and/or (b) the activities of any Persons other than any TSP-Related Entity. Accordingly, the Joint Board shall, to the extent permitted by applicable law, indemnify, defend and hold TSP harmless from, any and all Third Party Claims, damages, losses, liabilities and costs, including penalties, fines, attorneys', accountants' and expert witness fees and costs, arising out of, or in connection with, bodily injury (including death) to persons, damage to property, or environmental removal or response costs arising out of the

items expressly described in clauses (a) and (b) above, but specifically excluding those conditions for which TSP has agreed to be responsible as described in Section 18.1.1(g).

18.4 No Effect on Other Rights

The foregoing obligations shall not be construed to negate, abridge, or reduce other rights or obligations which would otherwise exist in favor of an Indemnified Party hereunder.

18.5 CERCLA Agreement

The indemnities set forth in Sections 18.1.1(g) and 18.23 are intended to operate as agreements pursuant to Section 9607(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) to insure, protect, hold harmless and indemnify the Indemnified Parties.

18.6 Intent of Indemnity for Breach of Agreement

The requirement to provide an indemnity for breach of contract set forth in Section 18.1.1(a) and (g) is intended to provide protection to the Joint Board with respect to Third Party Claims associated with such breach. It is not intended to provide the Joint Board with an alternative cause of action for damages incurred directly by the Joint Board with respect to such breach.

18.7 No Relief from Responsibility

No rights of the Joint Board described in Section 18.1.1 above, no exercise or failure to exercise such rights, and no certificates or statements by the Joint Board regarding completion or acceptance, shall:

(a) relieve TSP of its responsibility for the selection and the competent performance of all TSP-Related Entities;

(b) relieve TSP of any of its obligations or liabilities under the Contract Documents;

(c) be deemed or construed to waive any of the Joint Board's rights and remedies under the Contract Documents, applicable law or in equity; or

(d) be deemed or construed as any kind of representation or warranty, express or implied, by the Joint Board.

18.8 Right to Rely

Notwithstanding the provisions of Section 18.7, (a) TSP shall be entitled to rely on specific written directions the Joint Board gives under this Contract, (b) the Joint Board is not relieved from any liability arising out of a material misrepresentation under any written statement the Joint Board knowingly and intentionally delivers, and (c) the Joint Board is not relieved from its obligations under the Contract Documents.

SECTION 19. PARTNERING AND DISPUTE RESOLUTION

19.1 General Dispute Resolution Provisions

Partnering will be encouraged in preference to formal dispute resolution mechanisms. Partnering in this context is intended to be a voluntary, non-binding procedure available for use by the Parties to resolve any issues that may arise during performance of the Work.

19.2 Partnering

19.2.1. The provisions of this Section 19.2 are not part of the informal resolution procedures or the dispute resolution procedures contemplated under this Contract. Compliance with the provisions of this Section 19.2 or the terms of any partnering charter is not required as a condition precedent to any Party's right to initiate a claim or seek resolution of any dispute under the relevant procedures specified in Section 19.

19.2.2. The Joint Board and TSP have developed and intend to continue fostering a cohesive relationship to carry out their respective responsibilities under this Contract through a voluntary, non-binding "partnering" process drawing upon the strengths of each organization to identify and achieve reciprocal goals.

19.2.3. The objectives of the partnering process are (a) to identify potential problem areas, issues and differences of opinion early, (b) to develop and implement procedures for resolving them in order to prevent them from becoming Claims and disputes, (c) to achieve effective and efficient performance and completion of the Work in accordance with the Contract Documents, and (d) to create mutual trust and respect for each Party's respective roles and interests in the Project while recognizing the respective risks inherent in those roles.

19.2.4. The Parties will address at partnering meetings specific interface issues, oversight interface issues, division of responsibilities, communication channels, application of alternative resolution principles and other matters.

19.2.5. Each of the Joint Board and the TSP may notify the other Party of issues with respect to which such Party desires to engage in a partnering meeting at any time.

19.2.6. If TSP and the Joint Board succeed in resolving a Claim or dispute through the partnering process, they shall memorialize the resolution in writing, including execution of Change Orders as appropriate, and promptly perform their respective obligations in accordance therewith.

19.3 Disputes Governed by this Section; Disputes; Priorities

If partnering fails to resolve an issue and either Party elects to pursue a formal dispute with the Joint Board, the dispute shall be resolved pursuant to the dispute

resolution procedures established in this Section 19. Disputes governed by this Section include any Claim or dispute arising out of, relating to, or in connection with this Contract that is not resolved by partnering per Section 19.2, including the question as to whether such dispute is subject to nonbinding arbitration, shall be resolved pursuant to this Section 19.3.

(a) Resolutions of Claims and disputes pursuant to this Section 19.3 shall be final, binding, conclusive and enforceable as set forth in this Section 19.3.

(b) FAILURE OF TSP TO CONFORM TO THE DISPUTE RESOLUTION PROCEDURES IN ALL MATERIAL RESPECTS AS TO ANY DISPUTE OR CLAIM SUBJECT THERETO SHALL CONSTITUTE A FAILURE TO PURSUE DILIGENTLY AND EXHAUST THE ADMINISTRATIVE PROCEDURES IN THE CONTRACT DOCUMENTS AND SHALL OPERATE AS A BAR TO THE DISPUTE OR CLAIM. THIS SECTION 19.3 SHALL NOT BAR A CLAIM OR DISPUTE IF THE FAILURE TO MEET APPLICABLE DEADLINES IS DUE TO CONDUCT ON BEHALF OF THE JOINT BOARD OR ITS REPRESENTATIVES.

(c) The Parties adopt these expedited methods for resolving disputes between or among the Joint Board and TSP, and Subcontractors, all of whom are proper parties to these dispute resolution procedures.

Section 19 shall not apply to (i) claims that are not actionable against the Joint Board by TSP on its own behalf or on behalf of any of its Subcontractors in accordance with Section 19.4, (ii) claims arising solely in tort; (iii) claims for indemnity under Section 18; (iv) claims for injunctive relief; (v) claims against insurance companies, including any Subcontractor dispute that is covered by insurance; (vi) any dispute based on remedies expressly created by statute; or (vii) any dispute that is actionable only against a bonding company.

19.4 Dispute Resolution: Additional Requirements for Subcontractor Disputes

(a) For purposes of this Section 19, a “Subcontractor Dispute” shall include any dispute by a Subcontractor, including any pass-through claims by a lower tier Subcontractor, against TSP that is actionable by TSP against the Joint Board and arises from Work, materials or other services provided or to be provided under the Contract Documents. If TSP determines to pursue a dispute against the Joint Board that includes a Subcontractor Dispute, the following additional conditions shall apply:

(b) TSP shall identify clearly in all submissions pursuant to this Section 19, that portion of the dispute that involves a Subcontractor Dispute.

(c) Failure of TSP to assert a Subcontractor Dispute on behalf of any Subcontractor at the time of submission of a related dispute by TSP, as provided

hereunder, shall constitute a release and discharge of the Joint Board by TSP on account of, and with respect to, such Subcontractor Dispute.

(d) TSP shall require in all Subcontracts that all Subcontractors of any tier (a) agree to submit Subcontractor Disputes to TSP in a proper form and in sufficient time to allow processing by TSP in accordance with this Section 19; (b) agree to be bound by the terms of this Section 19 to the extent applicable to Subcontractor Disputes; (c) agree that, to the extent a Subcontractor Dispute is involved, completion of all steps required under this Section 19 shall be a condition precedent to pursuit by the Subcontractor of any other remedies permitted by law, including institution of a lawsuit against TSP; (d) agree that any Subcontractor Dispute brought against a bonding company, that also is actionable against the Joint Board through TSP, shall be stayed until completion of all steps required under this subsection; and (e) agree that the existence of a dispute resolution process for disputes involving Subcontractor Disputes shall not be deemed to create any claim, right or cause of action by any Subcontractor against the Joint Board. The Subcontractors shall, at all times, have rights and remedies only against TSP.

19.5 Burden of Proof

The Party bringing a Claim or dispute shall bear the burden of proving the same.

19.6 Informal Resolution as Condition Precedent

As a condition precedent to the right to have any dispute resolved pursuant to the dispute resolution procedures or by the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana, the claiming Party must first attempt to resolve the dispute directly with the responding Party through the informal resolution procedures described in Section 19.7. Time limitations set forth for those Informal Resolution Procedures may be changed by mutual written agreement of the Parties. Changes to the time limitations for the informal resolution procedures agreed upon by the Parties shall pertain to the particular dispute only and shall not affect the time limitations for informal resolution procedures applicable to any other or subsequent Disputes.

19.7 Informal Resolution Procedures

19.7.1. Notice of Dispute to Designated Agent

(a) A Party desiring to pursue a dispute against the other Party shall initiate the informal resolution procedures by serving a notice on the other Party's designated agent. Unless otherwise indicated by notice from one Party to the other Party, each Party's designated agent shall be its Authorized Representative(s). The notice shall contain a concise statement describing:

- i. The date of the act, inaction or omission giving rise to the dispute;

- ii. An explanation of the dispute, including a description of its nature, circumstances and cause;
- iii. A reference to any pertinent provision(s) from the Contract Documents;
- iv. If applicable, the estimated dollar amount of the dispute, and how that estimate was determined (including any cost element that has been or may be affected);
- v. If applicable, an analysis of the Project Schedule and Completion Deadlines showing any changes or disruptions (including an impacted delay analysis reflecting the disruption in the manner and sequence of performance that has been or will be caused, delivery schedules, staging, and adjusted Completion Deadlines and the Project Schedule);
- vi. If applicable, the claiming Party's plan for mitigating the amount claimed and the delay claimed;
- vii. The claiming Party's desired resolution of the dispute; and
- viii. Any other information the claiming Party considers relevant.

(b) The notice shall be signed by the Authorized Representative of the claiming Party, and shall contain a written certification by the claiming Party that:

- i. The notice of the dispute is served in good faith;
- ii. Except as to specific matters stated in the notice as being unknown or subject to discovery, all supporting information is reasonably believed by the claiming Party to be accurate and complete;
- iii. The dispute accurately reflects the amount of money or other right, remedy or relief to which the claiming Party reasonably believes it is entitled; and
- iv. The Authorized Representative is duly authorized to execute and deliver the notice and such certification on behalf of the claiming Party.

(c) The Parties shall attempt in good faith to resolve such dispute within fifteen (15) days of delivery of the notice of the dispute to the responding Party. If the responding Party agrees with the claiming Party's position and desired resolution of the dispute, it shall so state in a written response. The notice of the dispute and such response shall suffice to evidence the Parties' resolution of the subject dispute unless either Party requests further documentation. Upon either Party's request, within five Business Days after the claiming Party's receipt of the responding Party's response in agreement, the Parties' Authorized Representatives shall state the resolution of the dispute in writing.

19.7.2. Public Finance Director Meetings

If the dispute is not resolved pursuant to Section 19.7.1(c), then commencing within fifteen (15) Business Days after the notice of the dispute is served and concluding ten (10) Business Days thereafter, the Chief Executive Officer of TSP and the Public Finance Director of the IFA or the Public Finance Director's designee and the Joint Board's Authorized Representative, shall meet and confer, in good faith, to seek to resolve the dispute raised in the claiming Party's notice of the dispute. If they succeed in resolving the dispute, TSP and the Joint Board shall memorialize the resolution in writing.

19.7.3. Failure to Resolve Dispute with Informal Resolution Procedures

(a) If a dispute is not timely resolved under the informal resolution procedures in Sections 19.7.1 and 19.7.2, then the Parties may mutually agree to initiate mediation.

(b) If a dispute is not timely resolved under the informal resolution procedures or by mediation, or the Parties do not mutually agree to initiate mediation or other alternative dispute resolution process, either Party may:

i. As a condition precedent to the right to have any dispute within the jurisdiction of the Arbitrator pursuant to Section 19.8.1 resolved by the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana, refer the dispute to the Arbitrator for an Arbitrator Decision; or

ii. With respect to all other disputes, as well as disputes submitted to but not finally resolved through the Arbitrator, pursue any other relief that may be available in the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana, pursuant to Section 19.8.2.

19.8 Formal Resolution Procedures

19.8.1. Non-Binding Arbitration

(a) It is the intent of the Parties to resolve the dispute between them whenever possible by mutual and voluntary settlement rather than through any binding dispute resolution process. In support of this, the Parties acknowledge that, except as otherwise provided herein, if the dispute cannot be settled through the informal resolution procedures set forth in Section 19.7, the Parties agree first to submit their dispute to non-binding arbitration as a condition precedent to filing litigation under Section 19.8.2. The Parties recognize that non-binding arbitration is a process to assist them in resolving their disputes by making their own free and informed choices and that the neutral arbitrator will have no authority to impose a binding award on any Party but only to issue an advisory decision. The non-binding award cannot be entered as a

judgment in any court, except on mutual consent of the Parties, nor can it be cited as evidence or precedent with any preclusive effect in any court or other proceeding.

(b) A Party shall initiate the non-binding arbitration process by serving a written demand for arbitration on the other Party's designated agent. Unless otherwise indicated by notice from one Party to the other Party, each Party's designated agent shall be its Authorized Representative. The arbitration demand shall contain a concise statement of the following:

- i. The date of the act, inaction or omission giving rise to the dispute;
- ii. An explanation of the dispute, including a description of its nature, circumstances and cause;
- iii. A reference to any pertinent provision(s) from the Contract Documents; and
- iv. If applicable, the estimated dollar amount of the dispute, and how that estimate was determined (including any cost and revenue element that has been or may be affected).

(c) The receiving Party shall respond to the demand for arbitration within twenty-one (21) days of receipt thereof.

(d) The Parties shall attempt in good faith to select an arbitrator to which they mutually agree within ten (10) days of the demand for non-binding arbitration. If the Parties are unable to agree on an arbitrator, the Parties agree to select from the most current list of arbitrators as maintained by the Indiana Supreme Court Division of State Court Administration. If the Parties cannot agree, the arbitrator shall be selected through a striking process by which the initiating Party shall strike first. The Parties shall proceed with the striking process until only one arbitrator remains on the list. If the remaining arbitrator does not serve, then the arbitrator's whose name was stricken immediately before shall be selected. This procedure shall be repeated, if necessary, until an arbitrator who agrees to serve is selected. Unless mutually agreed otherwise, the Parties shall complete the process of selecting an arbitrator within twenty (20) days of the Notice initiating non-binding arbitration.

(e) The cost of the arbitration shall be equally divided between the Parties, regardless of outcome.

(f) Unless otherwise agreed, the arbitration hearing shall take place in Jeffersonville, Indiana, at a location to be mutually agreed upon or determined by the arbitrator. The hearing shall be scheduled for a date no later than ninety (90) days after the demand for arbitration is sent.

(g) The rules of discovery shall apply. Notwithstanding the preceding sentence, each Party shall disclose to the other Party witnesses and exhibits intended for use in the proceedings. The claiming Party shall make all of its disclosures no later than forty-five (45) days after the date of the filing of the demand for arbitration under Section 19.8.1(b). The responding Party shall make all of its disclosures no later than thirty (30) days after such date. Unless agreed otherwise, each Party shall be entitled to take no more than two depositions.

(h) No later than thirty (30) days before the hearing, each Party shall provide the arbitrator and the opposing Party with a listing of witnesses and documentary evidence to be considered. The listing of witnesses shall designate those to be called in person, by deposition and/or by written report.

(i) Unless otherwise agreed, all documents the Parties desire to be considered in the arbitration process shall be filed with the Arbitrator and exchanged between the Parties no later than fifteen (15) days prior to the arbitration hearing. In addition, no later than five (5) days prior to hearing, each Party may file with the arbitrator a pre-arbitration brief setting forth the factual and legal positions as to the issues being arbitrated.

(j) Unless agreed otherwise, the arbitration hearing shall be limited to three (3) days, and the arbitrator shall issue its written determination within twenty (20) days of the close of the hearing and shall serve a copy of this determination on the Parties who participated in the arbitration.

(k) If the non-binding arbitration is not completed and the Parties do not reach a mutually agreeable settlement within one hundred twenty (120) days after initiation of the non-binding arbitration, either Party may continue to pursue the dispute by filing a complaint in the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana, or the Parties may mutually agree to extend the time for non-binding arbitration.

(l) If neither Party rejects the arbitrator's non-binding determination within thirty (30) days of its being issued by the arbitrator, such decision shall become final and binding as between the Parties, and shall be enforceable in any court of competent jurisdiction.

(m) If one Party rejects the arbitrator's determination, then it shall send a notice of its objection/rejection to the other Party within thirty (30) days of such decision and either Party may proceed with state court litigation as provided in Section 19.8.2.

(n) The non-binding arbitration proceedings shall be considered as settlement negotiations and shall be governed by Section 19.9.1.

(o) If the amount at issue in the dispute is greater than \$5,000,000, then at the Joint Board's sole discretion the Dispute may proceed directly from the informal resolution procedures in Section 19.7.3 to state court litigation per Section 19.8.2. The Joint Board shall advise TSP of its decision to forgo the non-binding arbitration procedures by notice submitted no later than the date by which the response to an arbitration demand is due. For clarification, if there is no arbitration hearing and decision under the paragraph, then the attorneys' fees provisions in Section 19.8.2(b) shall not apply.

19.8.2. State Court Litigation

(a) If a Party rejects the arbitrator's determination in accordance with Section 19.8.1(m), or the Joint Board determines to forego non-binding arbitration in accordance with Section 19.8.1(o), then either Party may thereafter file a lawsuit in the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana.

(b) If the Party that rejected to the arbitrator's decision does not obtain a more favorable result at the trial court level in the state court litigation, that Party shall be responsible to pay for the litigation costs, including the attorneys' fees, incurred by the other Party in the state court litigation.

19.9 Confidentiality of Settlement Negotiations and Other Documents Used in Dispute Resolution Process

19.9.1. All discussions, negotiations, informal resolution procedures described in Section 19.7 and non-binding arbitration proceedings described in Section 19.8 between the Parties to resolve a dispute, and all documents and other written materials furnished to a Party or exchanged between the Parties during any such discussions, negotiations, procedures or proceedings shall be considered confidential and not subject to disclosure by either Party.

19.9.2. The Parties may also request a protective order in any arbitration, alternative dispute resolution or judicial proceeding to prohibit the public disclosure of any other information they believe is confidential. Determinations of such requests by the arbitrator or court shall be governed by the standards in the Indiana Rules of Evidence and Indiana Rules of Trial Procedure and/or Indiana's Administrative Rules, as applicable.

19.10 Administrative Hearings; Venue and Jurisdiction

19.10.1. The Joint Board acknowledges that TSP Claims are not subject to the jurisdiction of any Indiana administrative agency, and the Joint Board agrees that no defense based on failure to exhaust administrative remedies not otherwise set forth in this Contract may be raised in any court proceeding arising out of or relating to the Project.

19.10.2. The Parties agree that the exclusive original jurisdiction and venue for any legal action or proceeding, at Law or in equity, that is permitted to be brought by a Party in court arising out of the Contract Documents shall be the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana.

19.11 Continuation of Disputed Work and Payments

19.11.1. At all times during dispute resolution procedures, TSP and all Subcontractors shall continue with the performance of the Work and their obligations, including any disputed Work or obligations, diligently and without delay, in accordance with this Contract, except to the extent enjoined by order of a court or otherwise approved by the Joint Board in its sole discretion. TSP acknowledges that it shall be solely responsible for the results of any delaying actions or inactions taken during the course of dispute resolution procedures relating to the disputed Work even if TSP's position in connection with the dispute ultimately prevails.

19.11.2. During the course of any dispute resolution procedures, the Parties shall continue to comply with all provisions of the Contract Documents, the Project Management Plan, the Governmental Approvals and applicable Law.

19.11.3. Throughout the course of any disputed Work, TSP shall keep complete records that provide a clear distinction between the incurred direct and indirect costs of disputed Work and that of undisputed Work. TSP shall provide the Joint Board access to all Project-related books and records on an Open Book Basis as the Joint Board desires to evaluate the dispute. The arbitrator shall have similar access to all such records. These records shall be retained for a period of not less than one (1) year after the date of resolution of the dispute pertaining to such disputed Work (or for any longer period required under any other applicable provision of the Contract Documents).

19.11.4. During the course of any dispute resolution procedures, the Joint Board shall continue to pay to TSP when due all undisputed amounts owing under this Contract.

19.12 Records Related to Dispute

Throughout the course of any Work that is the subject of any dispute, TSP shall keep separate and complete records as required by Section 13 and Section 20. These records shall be retained for a period of not less than five years from the date of resolution of the Dispute.

19.13 Other Proceedings

Notwithstanding the provisions of this Section 19, TSP shall allow itself to be joined or cross-complained by the Joint Board with respect to any Claim into any administrative proceeding or other arbitration, mediation, litigation or other claim resolution proceeding conducted pursuant to the ETC Contract, the DB Contract, the

Development Agreement, the Revenue Control Manager Agreement, the Custodian Contract, the PPA or the Custody and Revenue Control Contract, and TSP shall permit the Joint Board to join the ETC Contractor, the DB Contractor, the TSP, the Revenue Control Manager and/or the Custodian into any proceedings conducted under this Section 19. In any such case, all related Claims, if any, between TSP and the Joint Board under the Contract Documents shall be resolved through such proceeding, and not through the procedures set forth elsewhere in this Section 19.

SECTION 20. DOCUMENTS AND RECORDS, INSPECTION AND TESTING

20.1 Reporting Requirements

20.1.1. TSP shall deliver to the Joint Board financial and narrative reports, statements, certifications, budgets and information as and when required under this Contract and the Technical Requirements, including the Monthly Project Management Reports and the Monthly Operations and Maintenance Reports.

20.1.2. TSP shall furnish, or cause to be furnished, to the Joint Board such information and statements as the Joint Board may reasonably request from time to time for any purpose related to the Project, this Contract or the other Contract Documents.

20.1.3. TSP shall furnish the periodic updated financial information required pursuant to Section 8.4, and upon request of the Joint Board for particular fiscal quarters, copies of all other financial statements and information reported by TSP and the Guarantor to their shareholders generally and of all reports filed by TSP and the Guarantor with the Securities Exchange Commission under Sections 13, 14 or 15(d) of the Exchange Act, to be provided to the Joint Board as soon as practicable after furnishing such information to TSP's and the Guarantor's shareholders or filing such reports with the Securities and Exchange Commission, as the case may be.

20.1.4. TSP shall cooperate and provide, and shall cause the Subcontractors to cooperate and provide, such information as determined necessary or desirable by the Joint Board in connection with any Project financing. Without limiting the generality of the foregoing, TSP shall provide such information deemed necessary or desirable by the Joint Board for inclusion in the Joint Board's securities disclosure documents and in order to comply with Securities and Exchange Commission Rule 15c2 12 regarding certain periodic information and notice of material events. TSP shall provide customary representations and warranties to the Joint Board and the capital markets as to the correctness, completeness and accuracy of any information furnished.

20.1.5. TSP shall cooperate and provide, and shall cause the Subcontractors to cooperate and provide, such information as is necessary or requested by the Joint Board to assist or facilitate the submission by the Joint Board of any documentation, reports or analysis required by the State, the Commonwealth, FHWA and/or any other Governmental Entity with jurisdiction over the Project.

20.1.6. All information delivered by TSP under Sections 20.1.4 and 20.1.5 shall also be delivered electronically, to the extent electronic files exist, and be suitable for posting on the web.

20.2 Maintenance of, Access to and Audit of Books and Records

20.2.1. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Contract or indirectly through a Subcontract. Acceptance of funds directly under this Contract or indirectly through a Subcontract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit, including, without limitation, any information which the Joint Board is entitled to audit under this Section 20.2.

20.2.2. TSP shall maintain at a Project administration office in Jeffersonville, Indiana, a complete set of all books and records prepared or employed by TSP in its management, scheduling, cost accounting and other activities related to the Work and the Project with sufficient detail and accuracy so as to provide a complete account of the operations and maintenance of the TCS and Toll Facilities and performance of Work pursuant to this Contract. Without limiting the provisions of Section 20.2, TSP shall make all such books and records available for inspection by the Joint Board and its Authorized Representatives, designees and legal counsel at all times during normal business hours, or at other reasonable times during the Term, in each case, without charge, and shall grant to the Joint Board and the State Auditor such audit rights and shall allow the Joint Board and the State Auditor such access to and shall furnish copies at no cost to the Joint Board or the State Auditor of such books and records as the Joint Board or the State Auditor may request in connection with the issuance of the NTP or with respect to any Change Orders, the resolution of disputes, and such other matters as the Joint Board or the State Auditor deems necessary. The Joint Board may conduct any such inspection upon forty-eight (48) hours' prior notice, or unannounced and without prior notice where there is good faith suspicion of fraud. The right of inspection includes the right to make extracts and take notes. To avoid confusion, this paragraph shall remain in full force and effect regardless of whether either Party or both of the Parties have invoked the dispute resolution procedures herein.

20.2.3. Where the payment method for any Work is on a time and materials basis, such examination and audit rights shall include all books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of such Work. If an audit indicates TSP has been overpaid under a previous invoice, the excess payment will be credited against current invoices or payments.

20.2.4. For cost and pricing data submitted in connection with Work other than that which is covered by any Change Orders, auditors and their representatives shall have the right to examine all books, records, documents and other data of TSP related to the negotiation of or performance of such Work for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted; provided, however, that the foregoing shall not apply to pricing based on adequate price competition,

established catalog or market prices of commercial items sold in substantial quantities to the public or prices set by law or regulation, in each case, as determined by the Joint Board. Such right of examination shall extend to all documents deemed necessary by the Joint Board and its representatives to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

20.2.5. All claims filed against the Joint Board shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Joint Board or the States' Parties or by an auditor under contract with the Joint Board or the States' Parties. No notice is required before commencing any audit before 60 Days after the later of (i) the expiration of the TCS Operations and Maintenance Term, or (ii) the termination of this Contract. Thereafter, the Joint Board shall provide 10 Days' notice to TSP and any Subcontractors or their respective agents before commencing an audit. TSP, Subcontractors or their agents shall provide adequate facilities, acceptable to the Joint Board, for the audit during normal business hours. TSP, Subcontractors or their agents shall cooperate with the auditors. Failure of TSP, Subcontractors or their agents to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditor access to the books and records of TSP, Subcontractors or their agents shall constitute a waiver of the claim and shall bar any recovery thereunder.

20.2.6. At a minimum, the auditors shall have available to them the following books, records, documents, data and other evidence:

i. With respect to proposed Change Orders and Change Directives, all Price Proposal documents;

ii. With respect to Change Orders that are priced by unit price, all information utilized by TSP to develop and determine the unit price, if not already part of the Price Sheets, and all information which the Joint Board determines necessary or useful to evaluate the accuracy of TSP's designation of quantities;

iii. With respect to Change Orders that are priced at Cost plus fee and with respect to any other Work which is performed by TSP at Cost outside of the fixed price, all information which the Joint Board determines necessary or useful to evaluate the accuracy, completeness and currency of the Cost or pricing data submitted, the accuracy of TSP's designation of time and material quantities and the eligibility of such quantities as Costs;

iv. All other information which the Joint Board deems necessary or useful to evaluate compliance with the terms and conditions of this Contract and the other Contract Documents, or to determine that payments have not exceeded the fixed price or other applicable fixed price or lump sum amount. Where the payment method for any Work is by the fixed price or other applicable lump sum amount, no examination or audit

rights shall extend to actual costs or expenditures incurred by TSP after the Parties have agreed upon such price or amount;

v. All documents that relate to each and every claim together with all documents that support the amount of damages as to each claim; and

vi. Work sheets used to prepare the claim establishing the cost components for items of the claim including labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

Until the expiration or earlier termination of this Contract, TSP shall provide documents, reports and information in addition to that specifically required in this Contract that may be reasonably requested by the Joint Board from time to time, provided such additional information involves no material additional cost to TSP.

20.2.7. TSP shall ensure that each Subcontract shall provide for the same audit rights by the Joint Board and the State Auditor in connection with such Subcontract as they have under this Section 20.2.

20.2.8. Full compliance by TSP with the provisions of this Section 20.2 is a contractual condition precedent to TSP's right to pursue a formal dispute under Section 19.

20.2.9. TSP represents and warrants the completeness and accuracy of all information it or its agents provides in connection with this Section 20.2.

20.3 Retention of Records and Internal Accounting Contracts

(a) TSP shall maintain all records and documents relating to the Work, including copies of all original documents delivered to the Joint Board, and the Project in Jeffersonville, Indiana until six years after the later of (i) the expiration of the TCS Operations and Maintenance Term, or (ii) the termination of this Contract. TSP shall notify the Joint Board where such records and documents are kept. Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought under the dispute resolution provisions hereof shall be retained and made available until such actions and Claims have been finally resolved, and retention of all data collected by the TCS shall also be retained for any longer period of time necessary to comply with TR Section BO-079 and any other provision of the Contract Documents. Records to be retained include all books, electronic information and files and other evidence bearing on TSP's costs under the Contract Documents. TSP shall make these records and documents available for audit and inspection to the Joint Board, at TSP's offices in Jeffersonville, Indiana, at all reasonable times, without charge, and shall furnish copies of such records and allow such Persons to make copies of such documents. If

approved by the Joint Board, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

(b) TSP shall maintain a system of internal accounting controls appropriate for its Work hereunder and as required pursuant to the Technical Requirements. As part of the representation and warranty provided by TSP pursuant to this Section, TSP shall provide the Joint Board a report of TSP's independent accounting firm with respect to TSP's internal accounting controls and other then-current appropriate statements on accounting and auditing standards.

20.4 Public Records Act

20.4.1. TSP acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Joint Board's possession, including materials submitted by TSP to the Joint Board, are subject to the provisions of the Public Records Act. If TSP believes information or materials submitted to the Joint Board constitute trade secrets or otherwise are exempt from disclosure under the Public Records Act pursuant to IC 5-14-3-4 and/or KRS 61.870 – 61.884, TSP shall be solely responsible for specifically and conspicuously designating that information by placing "CONFIDENTIAL" in the center header of each such document or page affected, as it determines to be appropriate. Any specific proprietary information, trade secret or other basis for exemption shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that exempts the material from disclosure under the Public Records Act. Nothing contained in this Section 20.4 shall modify or amend requirements and obligations imposed on the Joint Board by the Public Records Act or other applicable Law, and the provisions of the Public Records Act or other Laws shall control in the event of a conflict between the procedures described above and the applicable Law. TSP is advised to contact legal counsel concerning such Law and its application to TSP.

20.4.2. If the Joint Board receives a request for public disclosure of materials marked "CONFIDENTIAL," the Joint Board will use reasonable efforts to notify TSP of the request and give TSP an opportunity to assert, in writing and at its sole expense, a claimed exception under the Public Records Act or other applicable law within the time period specified in the notice issued by the Joint Board and allowed under the Public Records Act. Under no circumstances, however, will the Joint Board be responsible or liable to TSP or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Joint Board or its officers, employees, contractors or consultants.

20.4.3. In the event of any proceeding or litigation concerning the disclosure of any material submitted by TSP to the Joint Board, the Joint Board's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and TSP shall be fully responsible for

otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Joint Board reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. TSP shall pay and reimburse the Joint Board within thirty (30) days after receipt of written demand and reasonable supporting documentation for all costs and fees, including attorneys' fees and costs, the Joint Board incurs in connection with any litigation, proceeding or request for disclosure.

20.5 Ownership and Use of Documents

(a) As between the Joint Board and TSP, except as set forth in Section 20.6, all services and products provided under this Contract, including all copyright interests and any other intellectual property, in and to the Software (including both object code and Software Source Code) and any other systems, data, sketches, charts, calculations, plans, specifications, deliverables, electronic files, correspondence and other documents created or collected under the terms of the Contract Documents and produced or provided by TSP, alone or in combination with the Joint Board and/or its employees, under this Contract ("Developed Intellectual Property") shall be the property of the Joint Board. TSP agrees that, except as otherwise provided in Section 20.6 hereof, any contribution by TSP or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by TSP for the Joint Board and that such works shall, upon their creation, be owned exclusively by TSP. To the extent that any such works may not be considered works made for hire for the Joint Board under applicable law, TSP agrees to assign and, upon their creation, automatically assigns to the Joint Board the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration. Upon preparation or receipt thereof by the TSP, the Joint Board (or its designee) shall receive ownership of the property rights (except for copyrights in Pre-Existing Software) in any such Developed Intellectual Property. The Joint Board shall own the copyrights in any Software that is Developed Intellectual Property (including both object code and Software Source Code) produced or provided by TSP, alone or in combination with the States' Parties and/or their employees, under this Contract ("Custom Software"), and the Joint Board hereby grants TSP a worldwide, nonexclusive, royalty-free license to the Custom Software and the other Developed Intellectual Property. Exhibit BB lists the Custom Software that TSP expects to develop for the Project. The TSP grants the Joint Board any permissions or licenses pursuant to copyright or other intellectual property laws to effectuate transfer of ownership in such Custom Software. The Joint Board may use, reproduce and make derivative works from said System Documentation.

(b) The Joint Board and the States' Parties and their respective agencies may also use, reproduce and make derivative works from the Developed Intellectual Property (including licensed Software) in connection with the Joint Board's and/or its member States' and their respective agencies design of future projects. The TSP grants the Joint Board and its member States and their respective agencies any permissions or

licenses pursuant to copyright or other intellectual property laws to effectuate this grant of permission. The Joint Board similarly may distribute or make the Developed Intellectual Property (including licensed Software) available to third parties who will or may provide services to the Joint Board, the States' Parties and their respective agents on future projects. The Joint Board's and the States' Parties' and their respective agents' use of the Developed Intellectual Property either by themselves or by distribution to third parties without TSP's involvement or on other projects is at the Joint Board's, the States' Parties' and their respective agents' sole risk.

(c) Subject to any requirements in the Contract Documents for TSP's delivery of specific documents, not less frequently than monthly, TSP shall provide the Joint Board with a detailed written list of all design-related, construction-related and installation-related System Documentation prepared or received by TSP, and TSP shall furnish the Joint Board with copies of any such System Documentation immediately upon the Joint Board's written request. TSP shall maintain all other documents described in this Section 20.3 and shall deliver copies to the Joint Board as required by the Contract Documents or upon request if not otherwise required to be delivered, with an indexed set delivered to the Joint Board as a condition to System Acceptance.

(d) TSP shall deliver the Software and the Custom Software Source Code to the Joint Board on an ongoing basis with each request for payment for a Payment Milestone. TSP shall deliver to the Joint Board Software and Custom Software Source Code and updates developed as part of the Operations and Maintenance Work, (x) when required in connection with an Operations and Maintenance Payment request, or (y) at such time as the Software and updates are implemented. TSP shall cause the Software Supplier to keep the Software Source Code up-to date by delivering to the Joint Board at each Payment Milestone during the Installation Period all enhancements and modifications developed, completed or implemented since the immediately preceding Payment Milestone, and by delivering to the Joint Board all enhancements and modifications developed, completed or implemented during the TCS Operations and Maintenance Term as such enhancements and modifications are developed, completed or implemented.

20.6 Intellectual Property Rights; Licensing

20.6.1. Preexisting Works by TSP

Exhibit AA sets forth a list of the "Pre-Existing" Software, including COTS and TSP's own Software that it owns or has developed as of the date of this Contract and that it intends to use in connection with the Project. Notwithstanding anything to the contrary in Section 20.5 above, TSP may include in the Software TSP's Pre-Existing Software. To the extent that TSP's Pre-Existing Software is included in the Software, TSP grants the Joint Board and each States' Party and their agencies (as an exception to the transfer and assignment provided in Section 20.5), an irrevocable, permanent, nonexclusive, world-wide royalty-free right and license to use, execute, reproduce,

display, perform, and distribute internally copies of, and prepare derivative works based upon, the Pre-Existing Software, the System design and technology and/or any other System idea, concept or deliverable, and the right to authorize third parties to do any of the foregoing, subject to the execution of a commercially reasonable Non-Disclosure Agreement by such third party and further subject to the terms of this Contract. The foregoing licenses and rights shall be used solely as needed to operate, maintain and support the TCS and the Project and at any toll bridge or road or similar or related facilities in which such Software, System design and technology and any other System idea, concept and deliverables are used under or pursuant to this Contract (whether by the Joint Board, a States' Party, or an Other Joint Board Contractor), including at the Bridges and roads and in the toll traffic lanes that utilize such System and at the Project Sites specified in this Contract. The foregoing rights and licenses shall survive the expiration or termination of this Contract.

20.6.2. Commercial Off-the-Shelf Software

The Joint Board's interest in and obligations with respect to any COTS Software incorporated into the Project or System shall be determined in accordance with the standard license terms applicable to such Software; provided, however, that TSP shall be solely responsible for all costs associated with such items and in no event shall TSP change the terms of such agreements without the Joint Board's written approval.

20.6.3. Source Code Escrow

(a) The Joint Board and TSP acknowledge that TSP and/or TSP's Software suppliers may not wish to disclose directly to the Joint Board the Software Source Code for the Pre-Existing Software (not for Software owned by the Joint Board pursuant to Section 20.5), but that the Joint Board must be assured access to such Software Source Code in certain circumstances to permit it to realize the benefits contemplated by this Contract. Therefore, as a condition to payment of invoices for Payment Milestones and System Acceptance, and as a condition to payment of monthly installments of the Operations and Maintenance Price, TSP shall place all the Software Source Code for Pre-Existing Software owned by TSP, licensed to or by TSP or with respect to which TSP has a right to use in connection with the TCS or this Project in an escrow (the "Source Code Escrow") with an escrow company designated by the Joint Board ("Code Escrow Agent") engaged in the business of receiving and maintaining escrows of Software Source Code, related documentation, and other technology. With regard to updates and upgrades to the Pre-Existing Software developed as part of the Operations and Maintenance Work and as part of the TSP's work during the Software Maintenance Option Period, such disclosure and delivery to the Source Code Escrow shall occur at such time as the Software and updates are implemented. In each of its monthly invoices the for payment of the Total Toll Collection System Capital Price and Total Toll Collection System Operations and Maintenance Price, TSP shall identify any Pre-Existing Software updates and upgrades completed during the invoiced period, and shall include the Code Escrow Agent's confirmation that such Software and updates

have been verified and deposited in the Source Code Escrow. The terms of the Source Code Escrow shall be as set forth in Exhibit G. TSP shall cause all Software suppliers to keep the Software Source Code up-to-date by depositing all enhancements and modifications into the Source Code Escrow during the term of its existence as such enhancements and modifications are developed, completed or implemented.

(b) For purposes hereof, the “Software Source Code” means the software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architectural standards, describing the data flows, data structures, and control logic of the Software, including but not limited to the TSP’s version of compilers used in connection with the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation, and such other documentation and executables required to independently maintain the Software, and necessary information to build and replicate any specialized hardware, but excludes source code for Commercial Off-the-Shelf Software unless such source code is available to the TSP. The term “Software Source Code” as it pertains to the documentation required to be delivered to the Joint Board means and includes everything necessary to allow a technical verification on the Software and other related assets to verify the Software Source Code files, executable files, database schema, tables, configuration files, batch files, documentation and directions are identical to that licensed to the Joint Board.

20.7 Inspection and Testing

20.7.1. If the Contract Documents or any Law requires any portion of the Work to be inspected, tested or approved, TSP shall give the Joint Board timely notice of its readiness so the Joint Board may observe such inspection, testing or approval. TSP shall bear all of its costs of such inspections, tests or approvals unless otherwise provided.

20.7.2. If the Joint Board determines that any Work requires special inspection, testing or approval which Section 20.7.1 does not include, it will instruct TSP to order such special inspection, testing or approval and TSP shall give notice as in Section 20.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, TSP shall bear all costs thereof, including compensation for the Joint Board’s additional services made necessary by such failure. If the Work complies, the Joint Board shall bear such costs and an appropriate Change Order shall be issued.

20.7.3. TSP shall permit all reasonable inspection and testing the Joint Board may desire to conduct. Such inspection and testing shall not relieve TSP of any of its obligations under this Contract.

SECTION 21. MISCELLANEOUS PROVISIONS

21.1 Taxes

TSP shall pay, prior to delinquency, all applicable taxes, including its own income taxes and, pursuant to IC 8-15.5-8-3 and applicable Kentucky law, all sales and use taxes, in each case for which TSP is responsible in carrying out the Work and its other obligations hereunder. TSP accepts sole responsibility, and agrees that it shall have no right to a Change Order or to any other Claim, due to its misinterpretation of Laws respecting taxes or incorrect assumptions regarding applicability of taxes. The Joint Board is exempt from state, federal, and local taxes and TSP shall not be responsible for any taxes levied against the Joint Board directly as a result of the Joint Board's purchase of goods and services from TSP under this Contract or the fact that the TCS will result in the payment of toll revenues by users of the Ohio River Bridges Project. The Joint Board will not be responsible for any taxes levied on TSP or any other TSP-Related Entities as a result of this Contract, including any sales, use, services, excise, transactionally-based gross receipts, privilege or other like taxes, plus any interest and/or penalty thereon, based on any goods or services purchased, acquired, used or consumed by TSP in performing the Work under this Contract.

21.2 Amendments

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Contract.

21.3 Waiver

21.3.1. No waiver of any term, covenant or condition of this Contract or the other Contract Documents shall be valid unless in writing and signed by the obligee Party. No right conferred on either Party under this Contract or the other Contract Documents shall be deemed waived, and no breach of this Contract or other Contract Documents excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. The exercise by a Party of any right or remedy provided under this Contract or the other Contract Documents shall not waive or preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by any Party of any right or remedy under this Contract or the other Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Contract or the other Contract Documents. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

21.3.2. Except as provided otherwise in the Contract Documents, no act, delay or omission done, suffered or permitted by one Party or its agents shall be deemed to

waive, exhaust or impair any right, remedy or power of such Party hereunder, or to relieve the other Party from the full performance of its obligations under this Contract or the other Contract Documents.

21.3.3. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

21.3.4. Neither the Joint Board's review, approval or acceptance of, nor payment for, the services required under this Contract or the other Contract Documents shall be construed to operate as a waiver of any rights under this Contract or any of the other Contract Documents or for any cause of action arising out of the performance of this Contract or the other Contract Documents, and TSP shall be and remain liable to the Joint Board in accordance with applicable Law for all damages to the Joint Board as set forth in the Contract Documents.

21.4 Independent Contractor

21.4.1. TSP is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with the Joint Board other than that of independent contractor.

21.4.2. Both Parties, in the performance of the Contract Documents, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. Nothing in the Contract Documents is intended or shall be construed to create any partnership, joint venture or similar relationship between the Joint Board and TSP; and in no event shall either Party take a position in any tax return or other writing of any kind that a partnership, joint venture or similar relationship exists.

21.4.3. In no event shall the relationship between the Joint Board and TSP be construed as creating any relationship whatsoever between the Joint Board and TSP's employees or agents. Neither TSP nor any of its employees or agents is or shall be deemed to be an employee or agent of the Joint Board. Except as otherwise specified in the Contract Documents, TSP has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that TSP or any Subcontractor hires to perform or assist in performing the Work.

21.5 Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of the Joint Board and TSP and their permitted successors, assigns and legal representatives.

21.5.1. The Joint Board may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to any other Person.

21.5.2. TSP may not, without the prior written consent of the Joint Board in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of TSP may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in TSP without the prior written consent of the Joint Board, in the Joint Board's sole discretion.

21.6 Designation of Representatives; Cooperation with Representatives

21.6.1. The Joint Board and TSP shall each designate an individual or individuals who shall be authorized to make decisions and bind the parties on matters relating to the Contract Documents ("Authorized Representative"). Exhibit X hereto provides the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other party in accordance with Section 21.11. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the construction and installation of the Project and negotiate on behalf of each of the parties but who do not have authority to bind the Joint Board or TSP.

21.6.2. TSP shall cooperate with the Joint Board and all representatives of the Joint Board designated as described above.

21.7 Survival

TSP's representations and warranties, the dispute resolution provisions contained in Section 19, the warranties contained in Section 11, the indemnifications and releases contained in Section 18, the Software Maintenance Option contained in Section 2, and all other provisions which by their inherent character or express terms should survive termination of this Contract and/or System Acceptance, shall survive the termination of this Contract, the expiration of the TCS Operations and Maintenance Term (including the TCS Operations and Maintenance Option Period), and the expiration of any Software Maintenance Option Period.

21.8 Limitation on Third Party Beneficiaries

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder other than the States' Parties or to authorize

anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this Section 21.8, the duties, obligations and responsibilities of the parties to the Contract Documents with respect to third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Joint Board and a Subcontractor or any Person other than TSP. Notwithstanding the foregoing, the States' Parties shall be deemed to be third party beneficiaries of this Contract.

21.9 Tort Liability; Personal Liability of the Joint Board Employees

21.9.1. The Joint Board's Authorized Representatives are acting solely as agents and representatives of the Joint Board and their respective States' Parties when carrying out the provisions of or exercising the power or authority granted to them under this Contract. They shall not be liable either personally or as employees of the Joint Board for actions in their ordinary course of employment.

21.9.2. The Parties agree to provide to each other's Authorized Representative(s) notice of any claim which such Party may receive from any third party relating in any way to the matters addressed in this Contract, and shall otherwise provide notice in such form and within such period as is required by Law.

In no event shall the Joint Board or the States' Parties be liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the Project Site during the period TSP has operation and control of the Project Site, nor shall the Joint Board or the States' Parties be liable for any injury, damage or death caused by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by any TSP-Related Entity. TSP expressly acknowledges and agrees that the Joint Board's rights in this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove and/or accept designs, plans, specifications, work plans, construction, installation, traffic management details, safety plan and the like, are discretionary in nature and exist solely for the benefit and protection of the Joint Board and do not create or impose upon the Joint Board or the States' Parties any standard or duty of care toward TSP or any other Person, all of which are hereby expressly disclaimed.

21.10 Governing Law

The Contract Documents shall be governed by and construed in accordance with the laws of the State of Indiana. Any suit must be brought in the Clark County, Indiana Circuit/Superior Court located in Clark County, Indiana. TSP hereby specifically consents to this jurisdiction.

21.11 Notices and Communications

21.11.1. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with TSP shall be sent to TSP's Program Manager or as otherwise directed by TSP's Program Manager. The address for such communications shall be:

[Name of Program Manager]
[Address]
Telephone: (____) ____-____
Facsimile: (____) ____-____
E-mail:

All communications to the Joint Board shall be marked as regarding this Contract and shall be delivered as directed by the Joint Board's Authorized Representative. The address for such communications shall be:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

In addition, copies of all notices regarding disputes, termination and default notices shall be delivered to the following persons:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: General Counsel
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

Kentucky Public Transportation Infrastructure Authority
Michael W. Hancock, Chairman
200 Mero Street
Frankfort, Kentucky 40622
Telephone: (502) 782-4980
Facsimile: (502) 564-9540
E-mail: Michael.hancock@ky.gov

21.11.2. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, Notices sent by facsimile after 4:00 p.m. ET and all other Notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by TSP's Authorized Representative or TSP's Key Personnel and technical representatives designated by the Joint Board. TSP's representatives shall be available at all reasonable times for consultation. Except as otherwise provided in Section 21.6.1, each party's representative shall be authorized to act on behalf of such party in matters concerning the Work.

21.11.3. TSP shall copy the Joint Board on all written correspondence pertaining to the Project between TSP and any Person other than TSP's Subcontractors, consultants and attorneys. Notwithstanding the foregoing, TSP shall not be required to copy the Joint Board on standard written correspondence with Customers issued pursuant to the Business Rules and approved Plans, except as may be specifically requested by the Joint Board or the States' Parties.

21.12 Further Assurances

TSP shall promptly execute and deliver to the Joint Board all such instruments and other documents and assurances as are reasonably requested by the Joint Board to further evidence the obligations of TSP hereunder, including assurances regarding the validity of (a) the assignments of Subcontracts contained herein and (b) any instruments securing performance hereof.

21.13 Severability

If any clause, provision, section or part of this Contract is ruled invalid under Section 19 or otherwise by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or

desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of this Contract, which shall be construed and enforced as if this Contract did not contain such invalid or unenforceable clause, provision, section or part.

21.14 Headings

The captions of the sections of this Contract are for convenience only and shall not be deemed part of this Contract or considered in construing this Contract.

21.15 Entire Agreement

The Contract Documents 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.

21.16 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.17 Cooperative Purchasing

To the extent permissible under applicable Laws and with the mutual consent of the Joint Board, each of the States' Parties and TSP, in each case in their sole discretion, the parties hereto may enter into a separate cooperative purchasing agreement based on this Agreement to include additional equipment and/or services for projects and facilities outside the scope of the Project. Notwithstanding the foregoing, the Joint Board and the States' Parties shall have no obligations to enter into any new agreement or enter into any discussions or negotiations with TSP related thereto and nothing contained herein shall create for TSP any right of first offer, right of first negotiations, right of first refusal or any other right relating to additional equipment, services, project or facility.

SECTION 22. SIGNATURE WARRANTY

22.1 Signature Warranty

Each signatory to this Contract warrants that the signatory has necessary authority to execute this Contract on behalf of the entity represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Contract has been executed as of _____,
2015.

TOLL SYSTEM PROVIDER

By: _____

Name: _____

Title: _____

INDIANA FINANCE AUTHORITY, on behalf of
the Louisville-Southern Indiana Ohio River
Bridges Joint Board

By: _____

Name: Kendra York

Title: Public Finance Director



**A PROJECT OF THE
THE LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES JOINT
BOARD TO PROVIDE, OPERATE, MANAGE, AND MAINTAIN A TOLL
COLLECTION SYSTEM AND PROVIDE BACK OFFICE TOLL
COLLECTION AND CUSTOMER SERVICE FOR LOUISVILLE-
SOUTHERN INDIANA OHIO RIVER BRIDGES**

**TOLL SERVICES AGREEMENT
EXHIBITS**

Indiana Finance Authority

One North Capital Avenue, Suite 900
Indianapolis, Indiana 46204

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ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in this Contract, they shall have the meanings set forth below:

ADT	Average Daily Traffic
AET	All Electronic Tolling
ALPR	Automatic License Plate Reader
AMADTT	Actual Measured Average Daily Traffic Transactions
AVC	Automatic Vehicle Classification
AVI	Automatic Vehicle Identification
BOS	Back Office System
CD ROM	Compact Disc Read Only Memory
CFR	Code of Federal Regulations
CMS	Changeable Message Sign
CP	Contract Price
CSC	Customer Service Center
CSR	Customer Service Representative
DBE	Disadvantaged Business Enterprise
DBMS	Data Base Management System
DMV	Department of Motor Vehicles
DVR	Digital Video Recorder
ERS	Enterprise Commercial Reporting System
ETC	Electronic Toll Collection
ETL	Extract Transfer Load
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FIFO	First in First Out
FONSI	Finding of No Significant Impact
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
IAG	E-ZPass InterAgency Group
ICD	Interface Control Document
IFA	Indiana Finance Authority
INDOT	Indiana Department of Transportation
ITP	Instructions to Proposers

IVR	Interactive Voice Response
KPI	Key Performance Indicator
KPTIA	Kentucky Public Transportation Infrastructure Authority
KYTC	Kentucky Transportation Cabinet
LAN	Local Area Network
LED	Light Emitting Diode
LPN	License Plate Number
LPR	License Plate Recognition
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MOMS	Maintenance On-Line Management System
MOT	Maintenance of Traffic
MSP	Maintenance and Support Plan
MTBF	Mean time between failure
MTP	Master Testing and Commissioning Plan
MTTR	Mean time to repair
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
Nlets	National Law Enforcement Telecommunications System
NTP	Notice to Proceed
OCR	Optical Character Recognition
OSHA	Occupational Safety and Health Administration
PCI DSS	PCI Data Security Standard
PCO	Potential Change Order
PII	Personally Identifiable Information
PPA	Public Private Agreement
PS	Price Sheet
QA/QC	Quality Assurance/Quality Control
QMP	Quality Management Plan
RFID	Radio Frequency Identification
RFP	Request for Proposals
ROD	Record of Decision
ROW	Right-of-Way
RS	Roadside System
RV	Registered Video
RVA	Registered Video Account
SLA	Service Level Agreement
SMS	Short Message Service
TCS	Toll Collection System

TED	Kentucky Transportation Cabinet's Enterprise Database
TMC	Traffic Management Center
TOC	Toll Operations Center
TR	Technical Requirements
TRIMARC	Traffic Response and Incident Management Assisting the River Cities
TSP	Toll System Provider
UPS	Uninterruptible Power Supply
USDOT	United States Department of Transportation
US GAAP	United States Generally Accepted Accounting Practices
UV	Unregistered Video
VES	Violation Enforcement System
VPN	Virtual Private Network
VPS	Violation Processing Services
WAN	Wide Area Network
WUC	Walk-Up Center

129 Agreement means the agreement required pursuant to 23 U.S.C. 129, entered into between the States and FHWA on July 30, 2012.

Acceleration Costs means those fully documented increased costs reasonably incurred by TSP (that is, costs over and above what TSP would otherwise have incurred) which are directly and solely attributable to increasing the rate at which the work is performed in an attempt to complete necessary elements of the work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision and any unexpected material, equipment or crew movement necessary for re-sequencing in connection with acceleration efforts and/or a Recovery Plan.

Access Control System means a control system that restricts access to designated facilities of the TCS.

Actual Knowledge means and shall be strictly limited to facts and information actually known to and present in the mind of TSP's or the Joint Board's Authorized Representative, as the case may be, after due consultation with other personnel of such party directly involved with the Work, the Toll Facilities or the Project, as applicable.

Actual Measured Average Daily Traffic Transactions means the total number of Traffic Transactions occurring on all of the Bridges, collectively, over a 365 day consecutive period, divided by 365.

Affiliate means: (1) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, TSP or any

Equity Member, and (2) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by TSP, any Equity Member or any Affiliate of TSP under clause (1) of this definition. For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

All Electronic Tolling System (AET) means the identification and processing of all vehicles and tolls in an open road environment through electronic means either through the use of an RFID Transponder or an electronic camera image of the license plate or a combination of those modes.

Approval Process means the process set forth in Section 3 of this Agreement for Joint Board review and approval of Toll System Provider’s submittals of System Documentation.

As-Built System Documentation means documents required to be prepared by TSP and delivered to the Joint Board pursuant to the Technical Requirements that constitute a complete and accurate record of the TCS as delivered, installed, configured, tested and approved for operation.

Authorized Representative means the individuals authorized to make decisions and bind the parties on matters relating to the Contract Documents pursuant to Exhibit X to this Contract.

Automatic Vehicle Classification (AVC) means the process for automatic vehicle detection, separation, and classification of vehicles used for the determination of tolls due.

Back Office Installation Plan means the approved Plan required pursuant to TR Item TP-005.

Back Office System (BOS) means the portion of the TCS that includes the Back Office Host, database, CSC and VPS. The Back Office Host controls all aspects of the TSP with respect to the back office and is configurable and flexible to accommodate additional facilities and different functionalities.

Back Office System (BOS) Host means the Hardware, Software and systems used to process Traffic Transactions, Financial Transactions, CSC, TOC and any transaction database and applications.

Back Office System (BOS) Hosting Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the Back Office System (BOS) Hosting Work (excluding actual direct Pass-Through Cost Items).

Back Office System (BOS) IT Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the Back Office System (BOS) Operations and Maintenance Work.

Back Office System (BOS) IT Operations and Maintenance Work means the work that TSP shall perform pursuant to TR Section OM.

Back Office System (BOS) Plan means the approved Plan required pursuant to TR Item TP-002.

Back Office System (BOS) Work means the work that TSP shall perform pursuant to TR Section BO.

Baseline Test means a test meeting all the requirements for a “Baseline Test” specified in TR Section TP-020.

BOS Production Readiness Test means a test meeting all the requirements for a “BOS Production Readiness Test” specified TR Section TP-022.

Breach of Standards of Performance Notice means a written notice given by the Joint Board to the TSP pursuant to Section 11.2 of the Contract.

Bridge or Bridges means any one or more of the East End Bridge, the New Downtown Bridge or the Kennedy Bridge.

Bridges Authority means the Louisville and Southern Indiana Bridges Authority and/or any successor entity.

Budget means the annual budget for Pass-Through Cost Items agreed to by the Parties pursuant to the process set forth in Section 12.13 of the Contract.

Business Critical System means any Hardware, Software, operations or other element of the system that causes loss of business efficiency resulting in failure to meet non-revenue related Performance Requirements.

Business Rules means the set of rules that details how the TSP shall respond to various operating situations that occur during the toll collection process based on business case and policy decisions and the treatment of those transactions throughout the account maintenance, invoice, collection and violation and enforcement phases.

CCTV System(s) means closed circuit television system used to monitor the security of facilities within the TCS.

Certificate of End of Operations and Maintenance Term Acceptance means the Joint Board certificate issued pursuant to Section 4.13.2 of the Contract.

Change Directive means a written direction signed by the Joint Board directing a change in the Work that complies with the requirements of Section 13.2.

Change in Law means the enactment, adoption, modification, repeal or other change in any Law that occurs after the issuance of the NTP, including any change in the judicial or administrative interpretation of any Law, or adoption of any new Law, which is materially inconsistent with Laws in effect on the NTP issuance date, but excluding any such change in or new Law which was passed or adopted but not yet effective as of the NTP issuance date.

Change Order means a written order issued by the Joint Board to TSP delineating changes in the requirements of the Contract Documents in accordance with Section 13 of the Contract and establishing, if appropriate, an adjustment to the Contract Price or a Completion Deadline.

Change Order Notification Process means the procedural requirements set forth in Section 13 of the Contract.

Claim means a separate demand by TSP, which is disputed by the Joint Board, for a time extension under the Contract, or payment of money or damages arising from work done by or on behalf of TSP in connection with the Contract.

Code Escrow Agent means the escrow company that the Joint Board designates to hold the Source Code Escrow.

Collection Status Violation means a violation that has not been paid by the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules, and with respect to which a DMV registration hold has not yet been placed with respect to the vehicle used in connection with the violation.

Collection Status Violation Fee means the compensation paid to TSP with respect to Collection Status Violation Revenues collected during the Collection Status Violation Period as provided in Section 12.5.1 of the Agreement.

Collection Status Violation Period means, with respect to an unpaid violation, a 90 day period commencing on the day after the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules.

Collection Status Violation Revenues means tolls, fees and fines paid by the customer and collected by TSP and paid to the Joint Board with respect to Collection Status Violations during the relevant Collection Status Violation Period.

Commercial Off-the-Shelf (COTS) means 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 that is supplied by the TSP as part of the TCS.

Commonwealth means the Commonwealth of Kentucky.

Completion Deadline(s) means and refer to one or more of the following deadlines for TSP to complete a portion of the Work: the Pre-Toll Operations Readiness Deadline; the Mobilization Readiness Deadline; the East-End Bridge Tolling Readiness Deadline, the Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline and the Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline.

Components means all Spare Parts (including consumables), other than Major Spare Parts, that are required for the continuous operation and maintenance of the TCS in accordance with the Contract Documents during the Term.

Configurable means, with respect to the approved Business Rules or any other aspect of the TCS, that TSP may change the relevant rule or aspect of the TCS without material modification of Software code.

Configuration and Change Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-018.

Configuration Work means all Work required to prepare the complete set of System Documentation.

Contract means the Toll Services Agreement made and entered into the _____ day of _____, 2015, between the IFA, on behalf of the Joint Board, and the TSP, including all Contract Documents. The Toll Services Agreement is sometimes referred to in the Contract Documents as the "Agreement".

Contract Documents means the Agreement, including all exhibits, and the other documents listed in Section 1.2 of the Contract, including all amendments to the foregoing, and all Change Orders and Change Directives issued.

Contract Price means the Total Toll Collection System Capital, Maintenance and Operations Price specified on Form G-1 "Contract Price-Total Toll Collection System Capital and Operations and Maintenance Price," Item Number CP-0017 of the Price Sheets included in Exhibit C. It is the fixed price that the Joint Board shall pay to the TSP to complete the Project, including the Contract Price Components.

Contract Price Components means the Total Toll Collection System Capital Price, and the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), as specified on Form G-1 of Exhibit C.

Contract Time means the time specified in the Contract Documents for completion of the Work. This time may be specified as a fixed date, a given number of days, or a combination of both. The Contract Time may be amended by mutual written agreement to include authorized extensions of time as the Contract requires.

Correspondence means any and all information in written or electronic copy sent to and from the CSC.

Costs means costs which are incurred or expended, reported and documented by Contractor in accordance with generally accepted accounting principles, to the extent applicable, to perform the Work in accordance with the Contract Documents, excluding:

- (a) Unrealized losses;
- (b) Costs of criminal proceedings if the result is a conviction;
- (c) Executive compensation and gifts, gratuities and entertainment to the extent the same would not be deductible from Contractor's adjusted gross income (assuming Contractor were a stand-alone for-profit corporation) under the Internal Revenue Code;
- (d) Legal penalties or fines assessed under applicable Laws, except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;
- (e) Default rates of interest;
- (f) Interest charges and penalties for late payment;
- (g) Prepayment premiums and penalties, except to the extent the prepayment results in lower subsequent costs determined on a net present value basis;
- (h) Travel costs that would not be allowable under 48 CFR 31.205-46(d), if it were applicable;
- (i) Training costs that would not be allowable under 48 CFR 31.205-44, if it were applicable;
- (j) Trade, business, technical and professional activity costs that would not be allowable under 48 CFR 31.205-43, if it were applicable;
- (k) Fines and penalties, including late penalties on taxes, as defined under 48 CFR 31.205-15, if it were applicable except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;
- (l) Losses on other contracts as defined under 48 CFR 31.205-23, if it were applicable;
- (m) Independent research and development costs except to the extent that such costs are incurred for the benefit of the Toll Facilities or are otherwise approved by the Joint Board in writing;

(n) Excessive contributions or donations under 48 CFR 31.205-8, if it were applicable;

(o) Compensation incidental to business acquisitions as defined under 48 CFR 31.205-6(l), if it were applicable;

(p) Employee Stock Ownership Plan (ESOP) costs to the extent disallowed under 48 CFR 31-205-6(j)(8), if it were applicable;

(q) Unreasonable post-retirement benefits other than pensions as defined under 48 CFR 31.205-6(o), if it were applicable;

(r) Employee rebate and purchase discount plans as defined under 48 CFR 31.205-6(n), if it were applicable;

(s) Unallowable public relations and advertising costs as defined under 48 CFR 31.205-1(f)(3) and 48 CFR 31.205-1(f)(4)(i), if it were applicable;

(t) Unallowable lobbying and political activity costs under 48 CFR 31.205-22(1), (2) and (6), if it were applicable;

(u) Costs which are more than the costs for similar goods and services set forth in generally available commercial list prices, taking into account reasonable seasonal variations; and

(v) Costs which are not justifiable by life cycle analysis, accelerated delivery or accelerated completion of goods or services (as used herein "life cycle analysis" means an analysis indicating that costs relating to the construction, installation, modification, maintenance or provision of services, parts, supplies, equipment or materials to the Toll Facilities or any or all parts or components thereof which are higher than the cost of functionally equivalent construction, installation, modification, maintenance service, part, supply, equipment or material are justified because such increased cost will result in a lowering of costs to be incurred in the future equal to or greater than the difference between the cost incurred and the cost of its functional equivalent; such analyses being typically performed using a net present value methodology).

Critical Path means each critical path on the Project Schedule, which ends on a Completion Deadline (i.e. the term shall apply only following consumption of all available Float in the schedule for such Completion Deadline).

Critical Path Method (CPM) means a method for scheduling the work where all major components of the work are laid out in a diagram to show the proper sequencing of tasks and the necessary time required for each task, showing which tasks are critical to each other.

CSC Pre-Toll Operations Work means the Work that the TSP is required to perform to operate the CSC during the Pre-Toll Operations Period.

CSC Pre-Tolling Operations Commencement means the point at which TSP starts to conduct the CSC Pre-Toll Operations Work.

Custodian means the party identified as the Custodian in the Custody and Revenue Control Agreement.

Custodian Account(s) means the accounts established by the Custodian pursuant to the Custody and Revenue Control Agreement to receive deposit of all Gross Revenues collected by TSP.

Custody and Revenue Control Agreement means the Agreement among the IFA, KPTIA, the Custodian, the Revenue Control Manager and the TSP, pursuant to which the Custodian will establish and maintain the Custodian Accounts.

Custom Software has the meaning set forth in Section 20.5(a) of the Contract.

Customer Service Center (CSC) means the facility that houses the equipment, Software, and personnel required to establish, manage, and maintain customer accounts; provide customer service; process Registered Video and Unregistered Video Transactions and license plate images, and prepare Customer Statements for toll bills and violation enforcement in accordance with the Tolling Body's business policies and procedures. Also, the location that houses the integrated system that contains infrastructure equipment, Software, and services required to manage customer accounts, process toll payments, obtain correct account name and address information, and prepare billing and invoicing for payment processing. The CSC is used generically to designate full account management services provided by the TSP.

Customer Service Center (CSC) Operations and Maintenance Price means the fixed price total compensation that the Joint Board shall pay TSP for the Customer Service Center Operations and Maintenance Work (excluding actual, direct Pass-Through Item Expenses).

Customer Service Center (CSC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM and CS.

Customer Statements means all invoices, violation notices or other billing and collections related documents sent to customers.

Customer Website means the website used for customers to open accounts, update account information, make violation payments and obtain information about the Project that is available to customers from a standard internet commercial browser including access from a smart phone, and includes any mobile applications if provided by the Toll System Provider.

Data Mart means a separate copy of all TCS transaction, account and event data to be used by the States' Parties.

Day or day means calendar days unless otherwise expressly specified.

DB Contract means the agreement between KYTC and the DB Contractor for design and construction of the Downtown Crossing Bridge and reconstruction of the Kennedy Bridge.

DB Contractor means Walsh Construction Co., as design-builder of the Downtown Crossing, including its successors and assigns.

Delay Liquidated Damages means the amount(s) that TSP is required to pay to the Joint Board for delay in meeting certain TCS Deadlines pursuant to Section 4.12 of the Contract.

Deliverable means all requirements for work products, end products and other items, elements and submissions specified in the RFP and that the TSP is required to prepare and submit to the Joint Board for its concurrence and/or acceptance as specified in the TR.

Delivery Phase means the period of time from NTP until Revenue Service for each Bridge.

Derby Festival Thunder Over Louisville means the downtown celebration of the beginning of activities associated with the annual Kentucky Derby.

Developed Intellectual Property has the meaning set forth in Section 20.5 of the Contract.

Developer means WVB East End Partners, LLC, as the developer of the East End Crossing, including its successors and assigns.

Development Agreement means the agreement among INDOT, IFA, KYTC, KPTIA, and the Louisville and Southern Indiana Bridges Authority effective as of October 16, 2012, which defines the roles and responsibilities for procurement, revenue sharing, financing, construction, tolling, operation, and maintenance of the Project under a single financial plan and Project Management Plan.

Deviations means any change, deviation, modification or alteration from the requirements of the Contract Documents, applicable Law and the Governmental Approvals.

Differing Site Condition means physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in this Contract. The term shall specifically exclude all such conditions of which TSP had actual or constructive

knowledge as of the Proposal Date. The foregoing definition specifically excludes (a) changes in surface topography; (b) variations in subsurface moisture content; (c) Utility facilities; (d) Hazardous Materials, including contaminated groundwater; and (e) any conditions which constitute or are caused by a Force Majeure Event.

Disaster Recovery System Plan means Plan to sustain operations and revenue collection of the system in case of a failure of a device or component of the TCS.

Division of Motor Vehicles (DMV) means the agencies in Indiana and Kentucky that provide vehicle registration information for UV Transactions and support the implementation of penalties against toll violators. In Kentucky, the agency that functions in this manner is referred to as the Department of Vehicle Regulation and in Indiana, the agency that functions in this manner is referred to as the Bureau of Motor Vehicles.

Downtown Bridges means both the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration means the end condition of the completed Downtown Crossing, with traffic flow in one direction only on each of the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Final Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(c) of the Contract.

Downtown Bridges Temporary Traffic Configuration means the traffic configuration of the Downtown Bridges as it exists at the time the East End Bridge is open to traffic. By way of clarification, it is anticipated that if the New Downtown Bridge is open to traffic on or before the date the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall be the condition when the New Downtown Bridge is open to bi-directional traffic and, if required in KYTC's sole discretion, the Kennedy Bridge is open to one lane of southbound traffic. If the New Downtown Bridge is not open to traffic on or before the date that the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall refer to whatever lanes of the Downtown Bridges are open to traffic from time to time until the Downtown Bridges are in the Downtown Bridges Final Traffic Configuration.

Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(b) of the Contract.

Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date means, with respect to each of the Kennedy Bridge and the New Downtown Bridge respectively, the date on which the DB Contractor has completed design and installation of all roadway infrastructure elements of the relevant Bridge that are DB Contractor's responsibility, including civil work and utilities, to a sufficient level of

completion that will enable the TSP to complete its installation, integration and testing Work to the point necessary to achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness. The support elements to be provided by the DB Contractor as a condition to the Downtown Bridges Temporary Traffic Configuration Turnover Date for each of the Kennedy Bridge and the New Downtown Bridge include the following elements for each such Bridge:

- Tolling gantries to cover both directions of traffic in the area that is identified in the yellow highlighted section on the location drawing in the Reference Information Documents for the relevant Bridge.
- Concrete foundation slab and cabinet for the control cabinet that shall be located near the tolling gantries.
- Conduits under the roadway at each of the Toll Zones in order for the TSP to connect its equipment between the two gantries at each Project Site.
- Fiber optic stub points/junction boxes at each of the Toll Zone sites, at each location where equipment shall be installed by TSP, and to the TOC building that requires connection to the fiber backbone.
- Commercial power to all of the Toll Zones, other TCS equipment locations.
- Static signs and footings.
- Site grading, drainage, pavement, and utilities to accommodate the on-site TOC building which shall be designed and installed by TSP.

Downtown Crossing means the construction, reconstruction, operation and maintenance of both bridges being constructed/reconstructed by the Kentucky design-build team to carry I-65 traffic, consisting of the Kennedy Bridge and the New Downtown Bridge.

East End Crossing means the construction, operation, and maintenance of a new bridge to connect the Gene Snyder Freeway in Kentucky to the Lee Hamilton Highway in Indiana, completing I-265's loop around the Louisville-Southern Indiana metropolitan area.

East End Bridge means the bridge resulting from the developed East End Crossing project.

East End Bridge Tolling Infrastructure Turnover Date means the date the Developer is required pursuant to the Development Agreement to make the East End Bridge tolling infrastructure available to the Toll Services Provider for the Installation Work.

East End Bridge Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Tolling Readiness for the East End Bridge, in accordance with Section 4.9.2 of the Contract.

Effective Date means the date of this Contract or such other date as shall be mutually agreed upon in writing by the Joint Board and TSP.

Eligible Surety means a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's) or rated at least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

End of Contract Transition Plan means the Plan to be provided by the TSP which details the steps necessary to seamlessly transfer toll operations for the Project to another Joint Board contractor at the end of the Term without disruption in toll operations or degradation of performance.

End of Operations and Maintenance Term Acceptance means the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 4.13 of the Contract.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of any portion of the Project.

Environmental Law means any Law that regulates or governs the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, including: (1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, *et seq.*); (2) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*); (3) the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*); (4) the Toxic Substances Control Act (15 U.S.C. §§ 2601, *et seq.*); (5) the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*); (6) the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*); (7) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001, *et seq.*); (8) the Oil Pollution Act (33 U.S.C. §§ 2701, *et seq.*). With respect to work in the Commonwealth of Kentucky, the term Environmental Law shall also mean and include all applicable Kentucky laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, and with respect to Work in the State of Indiana, the term Environmental Law shall also mean and include all applicable Indiana laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment. The

term "Environmental Law" shall not include the Occupational Safety and Health Act (29 U.S.C. Section 651, *et seq.*).

Equipment Lane means a travel lane or shoulder that passes through the Toll Zone that shall be equipped with Toll Collection System equipment and has all necessary Hardware, and Software to meet all requirements of the Roadside System.

Equity Member means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Toll System Provider.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

ETC Account means an account established by a Project customer for the payment of tolls based upon the Transponder registered to the account holder.

ETC Component means a process consisting of RF antenna(s) and reader equipment installed for a toll lane and a compatible Transponder mounted in a vehicle for automatic unique identification of the vehicle upon the electronic read of the Transponder as it passes through the lane.

ETC Contractor means, individually and collectively, the equipment contractor(s) supplying the Joint Board-Provided ETC Equipment. As of the date of this Contract, the ETC Contractor is Kapsch TrafficCom IVHS, Inc.

ETC Equipment means the Joint Board-Provided ETC Equipment and any other ETC equipment included in the ETC Component.

Evaluation Committee means the group that will review the technical proposals and score them pursuant to the guidelines contained herein. The group will consist of representatives from INDOT, KYTC, and non-voting expert advisors.

Event Transaction means any data produced by the System or an operator that describes the status of the hardware, software and any processes within the TCS. An Event Transaction provides data that can be used to determine the operational status of the system including any errors, outages or faults.

Excusable Delay has the meaning set forth in Section 13.6 of the Contract.

Expendable Materials means construction materials (e.g. lumber, steel, concrete, re-bar) and equipment (e.g. shovels, power tools, office equipment, computers) that are completely incorporated into the work or have no salvage value at completion of the work.

Extended Services means services provided by TSP to accommodate toll transactions in excess of the range specified in Section 13.9.1.5 of the Contract.

Federal Requirements means the provisions required to be part of federal-aid construction contracts, including but not limited to the provisions set forth in Exhibit F to this Contract.

Final Payment means payment by the Joint Board of the final installment of the Contract Price with respect to either the TCS Installation Work, or the Operations and Maintenance Work, depending upon the context.

Final System Documentation means the complete final System Documentation needed by TSP to configure, install, integrate test and maintain the TCS, satisfying the requirements of TR Section TP.

Final Toll Collection System Operations and Maintenance Price Invoice means the TSP's invoice submitted to the Joint Board requesting the Final Operations and Maintenance Payment in accordance with Section 12.8 of the Contract.

Financial Transaction means financial data related to the credits, debit, adjustments and reversals made within the TCS and made by any external service provider.

Fiscal Year means the calendar year or any other consecutive 12-month period selected by TSP and approved by the Joint Board.

Float means generally the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of "work).

Flow of Funds Flow Chart means the illustration in Attachment C-3 to the Technical Requirements detailing the various ways in which the TSP shall collect Gross Revenues, and the procedure for handling, depositing, reconciling and transmitting Gross Revenues.

Force Majeure Event means any of the events listed in clauses (a) through (g) below, subject to the exclusions listed in clauses (i) through (vii) below, which materially and adversely affects TSP's obligations, provided such events are beyond the control of the TSP-Related Entities and are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the TSP-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSP:

- (a) Any earthquake, tornado, hurricane or other natural disaster;
- (b) Any epidemic, blockade, rebellion, terrorism, war, riot, act of sabotage or civil commotion;

- (c) Any Change in Law, which (1) requires a material modification of the non-configurable elements of the TSC, (2) requires TSP to obtain a new major State, Commonwealth or federal approval not previously required for the Project, (3) results in an increase in TSP's costs directly attributable to the Change in Law of at least \$100,000, or (4) specifically targets the Project;
- (d) any spill of Hazardous Material by a third party who is not a TSP-Related Entity which occurs after the date upon which the NTP was issued and is required to be reported to a Governmental Entity and which renders use of the roadway or construction area unsafe absent assessment, containment and/or remediation;
- (e) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work, except to the extent arising out of, related to or caused by, the delay, act, omission, negligence, willful misconduct, recklessness or breach of contract or Law by any of the TSP-Related Entities;
- (f) A traffic incident caused by a States' Party or a third party that causes physical damage to the Roadside System; and
- (g) From and after System Acceptance, malicious or other acts by third parties that TSP is not required to control or supervise causing physical damage or similar occurrence to the Roadside System, including intentional acts of sabotage.

The term "**Force Majeure Event**" shall be limited to the matters listed in clauses (a) through (g) above, and shall apply only on an individual Crossing basis. The occurrence of a Force Majeure Event as to any Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridges and aspects. "**Force Majeure Event**" specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

- (i) any fire or other physical destruction or damage, or delays to the Project which occur by action of the elements, including lightning, explosion, drought, rain, flood, snow, storm, except as specified in clause (a);
- (ii) except as provided in clause (g), malicious or other acts intended to cause loss or damage or other similar occurrence, including vandalism or theft;
- (iii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;
- (iv) the suspension, termination, interruption, denial, failure to obtain, non-renewal or change in any requirements of any Governmental

Approval, except for any such matter falling within the scope of clauses (c), (d) or (e);

- (v) any increased costs or delays related to failure to obtain any approval, work or other action from a Utility owner;
- (vi) the presence at, near or on a Project Site, as of the date upon which the NTP is issued, of any Hazardous Material, including substances disclosed in documents made available or provided to the TSP by the Joint Board prior to the date upon which the NTP is issued, as well as any substances contained in any structure required to be demolished in whole or in part or relocated as part of the work;
- (vii) any matters not caused by the Joint Board or beyond the control of the Joint Board and not listed in clauses (a) through (g).

General Warranty Period has the meaning assigned in Section 11.4.1 of the Contract.

Generally Accepted Accounting Principles means such accepted accounting practice as, in the opinion of the accountant, conforms at the time to a body of generally accepted accounting principles.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced professional systems integrator, engineer, constructor, installer, toll collection and violations enforcement operator or maintenance provider seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and Governmental Approvals, using accepted systems integration, configuration, installation, construction and maintenance standards, and toll collection and violations enforcement standards, processes, procedures and criteria normally used on similar projects in the United States, and engaged in the same type of undertaking in the United States under similar circumstances.

Governmental Approval means any permit, license, consent, authorization, waiver, variance or other approval, guidance, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, Commonwealth, local, or federal regulatory agencies, agents, or employees, which authorize Work, but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility owner.

Governmental Entity means any federal, State, Commonwealth, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Joint Board or the States' Parties.

Gross Revenues means all revenues from whatever source received or collected, or caused to be collected, by TSP as agent for the Joint Board hereunder, including all revenues and receipts from users of the Bridges (e.g. collections from AVI users, deposits for transponders, daily toll collections, collections of fees, and of fines and penalties from violators). Gross Revenues include unearned revenues received as prepaid amounts for customer ETC accounts.

Guaranteed Performance Requirements means the Performance Requirements with respect to which Performance Liquidated Damages or Performance Stipulated Damages that are assessed pursuant to Section 4.10.6 and Section 4.10.7 of the Contract, as more particularly defined in Exhibit N to the Contract.

Guarantor means any Person providing a guaranty with respect to TSP's obligations under this Contract.

Hardware means the physical, tangible and permanent components of a computer or data processing system.

Hazardous Materials means (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, users or any Persons in the vicinity of the Project or to the indoor or outdoor environment.

Hazardous Materials Management means sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

Hazardous Materials Management Plan means the TSP's Plan for Hazardous Materials Management if Hazardous Materials or recognized Potential Environmental Conditions are encountered.

Image Processing System means an imaging system used to record license plate images of selected vehicles (to be defined in the Business Rules) in a still image form including processing of such images. It also includes all controllers, servers, and software required to perform OCR and vehicle matching.

Indemnified Parties means the Commonwealth of Kentucky, KPTIA, KYTC, the Louisville/Jefferson County Metro Government, the State of Indiana, Clark County, Indiana, INDOT, Indiana Finance Authority, the Bridges Authority, the Tolling Body and the Joint Board, and their respective officers, directors, board members, employees, consultants, representatives, agents and successors and assigns.

Indiana Department of Transportation (INDOT) means the Indiana state agency responsible for planning, building, and operating Indiana's transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders, and to enhance economic development.

Indiana Finance Authority (IFA) means a body politic and corporate with authority to assist Indiana in the financing, acquisition, building, and equipping of structures for state use, including highways, toll roads, and bridges.

Indiana Parties means INDOT and IFA.

INDOT Building means the main INDOT office located at One North Capital Avenue, Indianapolis, IN 46204.

Initial Operating Budget has the meaning assigned in Section 12.13.1 of the Contract.

Installation and Delivery Phase means the time period during which the TSP performs the Installation Work.

Installation Work means the Work that TSP is required to perform from NTP to System Acceptance.

Installation Work Requirements has the meaning assigned in Section 2.1.3.1 of the Contract.

InterAgency Group means the InterAgency Group comprised of 25 toll road operators in the E-ZPass network that organizes and controls the documents and technology used within the E-ZPass network for interoperable ETC, also referred to as E-ZPass.

Interface Control Document means the document that defines the file formats and related Business Rules for processing data or transactions, and the interface or interfaces between two subsystems, which is used to connected different commercial systems to meet functional or performance requirements. An Interface Control Document describes the interworking of two elements of a system that share a common

interface. For example, a communications interface is described in terms of data items and messages passed, protocols observed and timing and sequencing of events.

Interlocal means the agreement between INDOT, IFA, KYTC, and KPTIA entered pursuant to IC 36-1-7 et seq. and KRS 65.210 to 65.300 to facilitate the accomplishment of the Project by sharing the individual agencies' powers with the Joint Board, the Tolling Body, and each other as necessary to comply with the terms of the Development Agreement, and for the benefit of the citizens of Indiana and Kentucky.

Joint Board means a board created by the Interlocal Agreement composed of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT, or any of their representatives or their respective successors. The Joint Board may designate one or more individuals or groups of individuals to administer the Contract(s). Any reference made to the Joint Board in this document shall mean the Joint Board or its designee. Specifically, "Joint Board approval" means approval by a designee of the Joint Board unless the nature and scope of the approval contemplated would require a formal resolution in accordance with Joint Board by-laws.

Joint Board Authorized Representative shall mean the Persons designated as the Joint Board Authorized Representative(s) in Exhibit X.

Joint Board-Caused Delays means delays arising from the following matters and no others, but only to the extent that they (i) materially adversely affect a Critical Path, (ii) are not mitigated by or susceptible to handling by a work around or consumption of Float, and (iii) are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or violation of Law of or by any of the TSP-Related Entities:

- (A) Joint Board-Change Directives;
- (B) failure or inability of the Joint Board to provide responses to proposed schedules, plans, System Documentation, condemnation and acquisition packages, and other submittals and matters for which response is required, within the time periods (if any) indicated in the Contract Documents, or other failure of the Joint Board to act within a reasonable time period with respect to actions which it is required to take under this Contract, including failure to provide TSP with access to the Project Site in accordance with the approved Project Schedule, following delivery of written notice from TSP reasonably requesting such action in accordance with the terms and requirements of this Contract; and
- (C) uncovering, removing and restoring Work, if such Work exposed or examined is in conformance with the requirements of the Contract Documents, the Governmental Approvals and applicable Law, unless such conforming Work was performed or materials used

without adequate notice to and opportunity for prior inspection by the Joint Board.

Any suspension of Work arising from litigation shall not be considered a Joint Board-Caused Delay (although it may qualify as a Force Majeure Event under clause (e) of the definition of “**Force Majeure Event**”) despite the fact that the Joint Board may specifically direct TSP to suspend the Work. Joint Board-Caused Delays shall apply only on an individual Bridge basis. The occurrence of a Joint Board-Caused Delay as to a single Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridge or aspect of the Project.

Joint Board-Provided Approvals shall mean, with respect to each Crossing, as applicable, the following:

- (a) the ROD or FONSI, as appropriate;
- (b) nationwide permit for the placement of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (33 U.S.C. § 1344) and certification that the actions permitted under the Section 404 permit are in compliance with State water quality requirements and other applicable State laws under Section 401 Water Quality Certification (33 U.S.C. § 341)(1986); and
- (c) approvals under the National Historic Preservation Act (16 U.S.C. § 470(f)) and implementing regulations (36 C.F.R §§ 800, *et seq.*) to the extent the Joint Board has agreed to be responsible therefor.

Joint Board-Provided ETC Equipment means the readers, antennae and other ETC Equipment supplied by the ETC Contractor and provided by the Joint Board to the TSP for use in the TCS, as listed in Exhibit L.

Joint Board Standards means all the applicable State and Commonwealth public works standards, criteria, requirements, building codes and/or regulations.

Kennedy Bridge means the bridge currently carrying I-65 traffic which is to be rehabilitated and reconstructed to carry only I-65 southbound traffic.

Kennedy Crossing means the rehabilitation, reconstruction, operation, and maintenance of the bridge currently carrying I-65 traffic to carry only I-65 southbound traffic.

Kentucky Parties means KPTIA and KYTC.

Kentucky Public Transportation Infrastructure Authority (KPTIA) means the independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky with the authority to participate in the construction, operation, financing, and oversight of significant transportation projects connecting

Kentucky and Indiana, and to review, approve, and monitor all such projects, and to assist with the operation, financing, and management thereof in accordance with KRS Chapter 175B.

Kentucky Transportation Building means the main Kentucky Transportation Cabinet Office located at 200 Mero Street, Frankfort, KY 40622.

Kentucky Transportation Cabinet (KYTC) means the department and agency of the Commonwealth of Kentucky responsible for, and with authority to direct and control the establishment, construction, and maintenance of Kentucky's primary road system.

Kentucky Transportation Cabinet's Enterprise Database (TED) means the database used by KYTC to store accounting, road and bridge conditions, and other related data for reporting purposes.

Key Personnel means those TSP personnel positions specified in Section 7.3.1 of the Contract.

Latent Defect means a material defect in the Joint Board-Provided ETC Equipment that exists at the time the TSP issues its certification that the Work has satisfactorily completed the Pre-Production Controlled Test, but is not known to the TSP or cannot be discovered by TSP's inspection, review, testing and commissioning of the Joint-Board Provided ETC Equipment in accordance with Good Industry Practices and the other requirements of the Contract Documents.

Law or Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to any portion of the Project, any ROW, and/or the Work, whether now or hereafter in effect, including Environmental Laws.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

Liquidated Damages means the amounts designated as liquidated damages that TSP is required to pay to the Joint Board pursuant to Section 4.10 and Section 4.12 of the Contract, and Exhibit N to the Contract.

Losses means any loss, damage (including personal injury, property damage and natural resource damages), injury, liability, cost, expense (including attorneys' fees

and expenses (including those incurred in connection with the enforcement of any provision of this Contract)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third Party Claims.

Louisville-Southern Indiana Ohio River Bridges Project (LSIORB Project) means the construction, reconstruction, operations, maintenance, and tolling of the Downtown Crossing and the East End Crossing.

Louisville-Southern Indiana Ohio River Bridges Toll Project (Project) means the construction, operations, and maintenance of the AET System for tolling of the Downtown Bridges and the East End Bridge.

Maintenance means the ongoing work to operate and keep the System operational to collect revenue after the commencement of Revenue Service.

Maintenance Online Management System (MOMS) means 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, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the Joint Board.

Maintenance Payment Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance Performance Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance and Support Plan (MSP) means the approved written maintenance and support plan and procedures for preventative and corrective maintenance and support activities for the TCS developed by TSP and approved by the Joint Board as provided in TR Section TP.

Maintenance Records means the maintenance records that TSP is required to maintain pursuant to TR Section OM.

Major Spare Parts means a field replaceable unit that consists of Hardware components that operate the major subsystems of the TCS (e.g. AVC, VES). Major Spare Parts also means those Spare Parts and categories of Spare Parts listed in Exhibit BB, the actual cost of which shall be a reimbursable Pass-Through Cost Item with respect to any Major Spare Parts that need to be replaced after the first calendar year of the Contract Term and that are no longer covered by a manufacturer's warranty, or that should have been covered by a warranty absent the failure of TSP to comply with its obligation to provide and maintain such warranties.

Major Spare Parts Costs has the meaning assigned such term in Section 12.12.2 of the Contract.

Major Subcontractor means any Subcontractor that is a party to a Major Subcontract.

Major Subcontract means (a) a Subcontract with the entity(ies) primarily responsible for the (i) roadside ETC System; (ii) Toll Operations Center; (iii) BOS; (iv) CSC; and (v) customer service Walk-Up Centers; and (b) a Subcontract to perform any part of the Work or to provide any materials, equipment or supplies for the Project on behalf of Toll System Provider valued in excess of 15 percent (15%) of the Contract Price for Work prior to Acceptance, and (b) a Subcontract for Work that includes any systems programming, equipment installation, or provision of operations personnel.

Master Testing and Commissioning Plan means the plan that TSP is required to deliver pursuant to TR Section TP-019.

Minor Revisions means changes that are primarily aesthetic in nature, do not involve material changes in system or database architecture, and are not based on Technical Requirements for the Configuration Work or statutory and non-discretionary standards relating to public health, safety and welfare. Minor Revisions may include, without limitation, changes or additions to configurable business rules, configurable logic, display items that can be derived from already captured data, and screen and report layouts, data inclusions, title, colors, graphics and fonts.

Mission Critical System means any Hardware, Software, operations, equipment, material, supplies, parts or other element of the TCS that causes unrecoverable or recoverable revenue loss.

Mobilization Readiness has the meaning provided in Section 4.7.1 of the Contract.

Mobilization Readiness Date means the date on which TSP achieves Mobilization Readiness for the Project.

Mobilization Readiness Deadline means the guaranteed date by which TSP must achieve Mobilization Readiness as specified in Section 4.7.2 of the Contract or be assessed liquidated damages for delay in achieving Mobilization Readiness.

Monthly Operations and Maintenance (O&M) Report means the monthly report of the TSP's operations and maintenance activities, including TCS performance measured against the Performance Guaranties, that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the TCS Operations and Maintenance Term.

Monthly Progress Reports means all reports that TSP is required to submit on a monthly basis pursuant to the Technical Requirements.

Monthly Project Management Report means the monthly report of the TSP's activities measured against the Progress Milestones that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the Installation Period.

National Electric Safety Code means the model code covering the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways published by the IEEE Standards Association.

National Electrical Manufacturers Association (NEMA) means the association that defines standards for various grades of electrical enclosures typically used in industrial applications. Each is rated to protect against designated environmental conditions. A typical NEMA enclosure might be rated to provide protection against environmental hazards such as water, dust, oil, coolants, or atmospheres containing corrosive agents. A full list of NEMA enclosure types is available at <http://www.nema.org>.

Network Operations and Maintenance Price means the total fixed price compensation (excluding actual direct Pass Through Cost Items) that the Joint Board is obligated to pay the TSP for the Network Operations and Maintenance Work.

Network Operations and Maintenance Work means all work necessary to maintain, operate and support the Wide Area Network and Local Area Network.

Network Systems means Software and Hardware used to transmit and receive data between various components internal and external to the TCS.

Network Systems Plan means the plan that describes the network OSI Layer 2 and Layer 3 architecture, design and configuration of the Wide Area Network and Local Area Network for the TCS.

New Downtown Bridge means the new bridge spanning the Ohio River that, together with the Kennedy Bridge, is part of the Downtown Bridges.

New Downtown Crossing means the construction, operation, and maintenance of the New Downtown Bridge.

Nonconforming Work means Work that any Governmental Entity or the Joint Board determines does not conform to the requirements of the Contract Documents, the Governmental Approvals, applicable Law or the Design Documents.

Non-Disclosure Agreement means TSP's standard non-disclosure or restricted use agreement which executed agreement shall be accepted by the TSP in connection with the Project.

Notice of Mobilization Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Mobilization Readiness.

Notice of Partial Termination for Convenience means written notice issued by the Joint Board to TSP terminating part of the Work of TSP for convenience.

Notice of Pre-Toll Operations Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Pre-Toll Operations Readiness.

Notice of Revenue Service Commencement means a written notice from the Joint Board to the TSP establishing the date on which tolling will commence.

Notice of Termination for Convenience means written notice issued by the Joint Board to TSP terminating the Work of TSP for convenience.

Notice of Tolling Readiness means a written notice from the Joint Board to the TSP pursuant to Section 4.9.3 of the Contract indicating that the Joint Board considers Tolling Readiness to have been achieved.

Notice to Proceed (NTP) means the written notice issued by the Joint Board to TSP authorizing TSP to proceed with Work.

Ohio River Bridges Project means the Louisville Southern Indiana Ohio River Bridges Project to improve cross-river mobility in the Louisville–Southern Indiana Region through the construction or reconstruction of three bridges across the Ohio River, financed in part through joint toll operations by the Joint Board. The Ohio River Bridges Project is also referred to herein as the LSIORB Project.

Open Book Basis means a process by which the Joint Board is provided full and complete access to and/or details of, all original invoices, vouchers and books of account (including information regarding overhead, profit and mark-up) necessary to demonstrate the TSP's actual cost of performing the Work.

Operations and Maintenance Work means all Work necessary to operate and maintain the TCS during the Operations and Maintenance Term.

Operations Tests means performance tests that TSP is required to successfully conduct after the Revenue Service Date pursuant to TR Section TP-024.

Optical Character Recognition means 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.

Other Joint Board Contractor means a contractor under contract to the Joint Board to design, build, finance, operate and/or maintain any part of the Bridges or adjacent roadway.

Owner Design Documents means some or all of the schematic design, and any as-built drawings, plan sheets, drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records or similar documents furnished by the Joint Board to TSP in the Reference Information Documents and in the Attachments to the Technical Requirements.

Party means TSP or the Joint Board, as the context may require, and “**Parties**” shall mean TSP and the Joint Board, collectively.

Pass-Through Cost Items means those items and categories of items specified in Exhibit H.

Payment Bond has the meaning set forth in Section 8 of the Contract.

Payment Milestone means each set of completed Work for which the TSP may submit an invoice to the Joint Board, as specified in the “Payment Milestone Descriptions” included in Exhibit CC to the Agreement.

PCI Data Security Standard (PCI DSS) means the guideline to help organizations that process card payments prevent credit card fraud, hacking, and various other security vulnerabilities and threats. A company processing, storing, or transmitting payment card data must be PCI DSS compliant and will be audited to ensure compliance. Failure to meet PCI Data Security Standards can lead to loss of ability to process credit card payments and fines. PCI DSS can be found at: <https://www.pcisecuritystandards.org>

Performance Bond has the meaning set forth in Section 8 of the Contract.

Performance Guaranties means the TSP’s commitment to meet the Performance Requirements specified in TR Section PR.

Performance Liquidated Damages has the meaning assigned in Section 4.10.5 of the Contract.

Performance Requirements means the requirements described in TR Section PR.

Performance Stipulated Damages has the meaning assigned in Section 4.10.7.2 of the Contract.

Persistent Breach means (i) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any

Mission Critical System each day for more than 5 consecutive days, with compliance measured on a daily basis, or each day for more than 10 (consecutive or non-consecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis, or (ii) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any other matter, function or system that is not a Mission Critical System each day for more than 10 consecutive days, with compliance measured on a daily basis, or each day for more than 15 (consecutive or nonconsecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Personally Identifiable Information has the meaning provided in Section 2.2.14.5 of the Contract.

Plans or plans means all Joint Board-approved plans required to be developed by the TSP pursuant to TR Section TP.

Pre-Existing Software has the meaning set forth in Section 20.5 of the Contract.

Pre-Production Controlled Test means a test of all conditions and meeting all protocols for the Pre-Production Controlled Test specified in TR Section TP 022.

Pre-Toll Operations means the Work to operate the TOC and the CSC during the Pre-Toll Operations Period, as described in Payment Milestone CS-002 and TO-010.

Pre-Toll Operations Period means (i) with respect to the TOC, the period of time starting two months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date; and (ii) with respect to the CSC and WUC, the period of time starting six (6) months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date.

Pre-Toll Operations Readiness means the satisfaction of all of the conditions to commencement of the Pre-Toll Operations Period as specified in Section 4.6.1 of the Contract.

Pre-Toll Operations Readiness Deadline means the date by which TSP is required to achieve Pre-Toll Operations Readiness.

Price Proposal means TSP completed price sheets submitted with its Proposal in the forms attached Form G to the RFP.

Price Sheet means the completed pages of Form G detailing the compensation to be paid to the TSP for completing the Work associated with each Payment Milestone. The Price Sheets are included in Exhibit C of the Contract.

Priority 1 Defect means a software, hardware, or system failure that causes an un-recoverable fault. This typically either results in a loss of data or revenue or impacts external customer interfaces. There is typically no workaround for Critical issues.

Program Manager means the individual designated by TSP and approved in writing by the Joint Board with overall full responsibility for the prosecution of the Project, and who is an Authorized Representative of TSP with respect to all Project matters.

Progress Milestone means the certain or significant accomplishments towards completion of the Work.

Progress Milestone Date means the date upon which Progress Milestones are to be achieved as set forth in the approved Project Schedule.

Project means the provision, design, construction, equipping, integration, installation, operation and maintenance of the TCS for the Ohio River Bridges Project.

Project Data means all information and data concerning the TCS' operations, maintenance and performance collected by the TSP.

Project Management Plan (PMP) means the plan required pursuant to 23 U.S.C. 106(h) developed by the States and approved by FHWA on July 30, 2012. The PMP and related updates can be found at:
<http://kyinbridges.com/project/documents.aspx>.

Project Manager-Installation means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the Installation Work and who is an Authorized Representative of TSP on all matters pertaining to the Installation Work.

Project Manager-Operations and Maintenance means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the TCS Operations and Maintenance Work and who is an Authorized Representative of TSP on all matters pertaining to the Operations and Maintenance Work.

Project Schedule has the meaning set forth in Section 2.2.11.3 of the Contract, consistent with the requirements for a CPM schedule set forth in TR Section PR.

Project Site means, depending upon the context, the ROW of either Kentucky or Indiana on which any part of the Work is to be located, and any temporary rights or interests that TSP may acquire at its own cost and expense in connection therewith.

Depending upon the context, in the Agreement “Project Site” also may refer to the premises of the WUC, the CSC, the TOC or any combination thereof.

Proposal means the proposal submitted on the Proposal Date by TSP to the Joint Board in response to the RFP.

Proposal Date means February ____, 2015.

Public Records Act means collectively Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13 and the Kentucky Open Records Act, as they may be amended from time to time.

Punch List means, with respect to each Bridge, the list of Work which remains to be completed after System Production Readiness has been achieved and before Acceptance, and shall be limited to items of the Work that are necessary to correct minor imperfections and deviations from the requirements of the Contract Documents, Governmental Approvals, applicable Law and Design Documents, but which have no material or adverse effect on the use, safety or operability of the Project.

Quality Management Plan (QMP) means that document generated pursuant to TR Item TP-017 that describes the proposer’s procedures and techniques for quality control and quality assurance in all areas including development of requirements, functional requirements, and design documentation, hardware procurement, software development, implementation and testing, commissioning, maintenance, and issue tracking.

Reasonable Investigation means the following activities by appropriate, qualified professionals prior to the date on which Toll System Provider submitted its Proposal:

- (a) Visit and visual, non-intrusive inspection of the Project Site and adjacent locations, except areas to which access rights were not made available by the date on which Toll System Provider submitted its Proposal;
- (b) Review and analysis of all Reference Information Documents;
- (c) Review and analysis of Joint Board-Provided Approvals available prior to the date on which Toll System Provider submitted its Proposal;
- (d) Reasonable inquiry with utility owners;
- (e) Review and analysis of material Laws applicable to the Project or the Work as of the Proposal Date; and
- (f) Other activities sufficient to familiarize Toll System Provider with surface and subsurface conditions affecting the Site or surrounding locations;

except that none of the foregoing activities includes conducting field studies, geotechnical investigations, or original research of private records not contained or referenced in the Reference Information Documents or Technical Provisions.

Reconciliation means the culmination of the process associated with ensuring that Financial Transactions and Traffic Transactions are accounted for through their end state and no further actions are required..

Record of Decision means the record of decision issued by FHWA in September of 2003, indicating the original preferred alternative for the Project.

Recovery Plan means the schedule TSP is required to provide under Section 4.11 of the Contract.

Reference Information Documents means the documents and information included in Volume III of the RFP. Except as expressly provided in the Contract Documents, the Reference Information Documents are not considered Contract Documents and were provided to TSP for informational purposes only and without representation or warranty by the Joint Board.

Referenced Standard means any standard applicable to the Project established by reference contained in the Contract Documents to a described publication.

Registered Professional Engineer means, with respect to each of Indiana and Kentucky, a person who is duly licensed and registered by the Indiana Board of Professional Engineers or the Kentucky Board of Professional Engineers to engage in the practice of engineering in such State, respectively.

Registered Video means the image of a license plate that is associated with and processed against an RVA.

Registered Video Account (RVA) means an account established by a Toll Project customer for the payment of tolls based upon the license plate of the account holder. A Registered Video Account may have prepaid or postpaid payment methods.

Regulatory Approvals means all local, regional, Commonwealth, State and federal agreements, studies, findings, permits, approvals, certifications, licenses and other governmental actions required to be obtained, taken or completed under Applicable Laws prior to undertaking any particular activity contemplated by the Contract Documents.

Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Request for Change Proposal means a written notice issued by the Joint Board to TSP under Section 13 of the Contract, advising TSP that the Joint Board may issue a Joint Board Change Directive or wishes to evaluate whether to initiate such a change pursuant to Section 13 of the Contract.

Request for Information means a written request prepared by TSP after Design Documents have been released for construction to initiate the process for potential design changes or clarifications.

Request for Proposals or **RFP** means the Request for Proposals issued by the Joint Board on December 8, 2014 with respect to the Project, including all attachments thereto and any subsequent addenda.

Revenue Control Management Agreement means the agreement entered into by, or to be entered into by, the Joint Board and the Revenue Control Manager.

Revenue Control Manager means the entity that performs accounting functions for the Project pursuant to the Custody and Revenue Control Agreement.

Revenue Day means the 24-hour toll collection day expressed from 00:00:00 to 23:59:59 in military time.

Revenue Service means the collection of tolls for use of the Bridges.

Revenue Service Date means with respect to a Bridge the date on which Revenue Service commences for a specific traffic configuration.

Revised Record of Decision means the revised record of decision, signed by FHWA on June 19, 2012, indicating the new selected alternative for the Project.

RFP Documents means all of the information and materials supplied to TSP in connection with the issuance of the RFP, including Instructions to Proposers, the Contract Documents and the Reference Information Documents and any addenda issued in connection therewith.

Right of Way or ROW means, with respect to each Bridge, the area available to the TSP for the construction and installation of the Project.

Roadside Go Live means Revenue Service for each Bridge.

Roadside Operations and Maintenance Price means the total fixed price compensation (excluding actual, direct Pass Through Cost Items) that the Joint Board is required to pay TSP for the Roadside Operations and Maintenance Work.

Roadside Operations and Maintenance Work means all of the work that TSP is required to perform to meet the requirements of TR Section RS and OM.

Roadside System (or Roadside Traffic Control System) means Hardware, Software and systems required to detect, classify and create Traffic Transactions for vehicles traveling on a Bridge.

Roadside System Availability is calculated monthly for each Equipment Lane and has the meaning set forth in Exhibit N.

Roadside System and Network Installation Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-004.

Roadside System and Network System Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-001.

Safety Plan means the plan the TSP is required to deliver pursuant to TR Section TP, Item TP-009.

Scope of Work or scope of work means the description of the Work required to be performed by the TSP in the TR.

Second Source Hardware Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section RS, Item RS-004.

Software is a general term referring to computer software consisting of the instructions or programs that are executed by a computer.

Software Maintenance Option has the meaning set forth in Section 2.2.6 of the Contract.

Software Maintenance Option Period has the meaning set forth in Section 2.2.6 of the Contract.

Software Source Code has the meaning set forth in Section 20.6.3(b) of the Contract.

Source Code Escrow means the escrow established with the Code Escrow Agent to hold TSP's deposit of the Software Source Code

Spare Parts means Components and Major Spare Parts.

Spare Parts Inventory Plan means the plan prepared by the TSP and approved by the Joint Board pursuant to TR Section TP that details the type and amounts of all Spare Parts that the TSP anticipates will be required to operate and maintain the TCS and meet all requirements of the Contract Documents during each year of the Term (including any TCS Operations and Maintenance Option Periods), and sets forth the manner in which the TSP shall assure continuous maintenance of a 3-months level of inventory of all spare parts and equipment required to maintain the TCS and meet all requirements of the Contract Documents.

Spare Parts Requirements means the Spare Parts listed in Sheet SP of Exhibit C, which is TSP's list of all Spare Parts that it anticipates it will require to comply with the Contract Documents during the Term.

Specific Contract Price Component Line Items means the itemized line item Costs listed in the individual Price Sheets in Exhibit C for the individual Contract Price Components.

Start-Up Operations means the period of time commencing on the first Tolling Readiness Date and ending on the first anniversary of such date.

State means the State of Indiana.

State Auditor means, collectively or individually, the Auditor of the State of Indiana, elected under Article 6, Section 1 of the Indiana Constitution, whose powers and duties are described by Indiana law, and/or the Kentucky State Auditor of Public Accounts, and any outside auditors employed by the State and/or the Commonwealth, and/or a State Party.

States' Parties or State Party means, collectively or individually, INDOT, KYTC, IFA, and KPTIA.

Steady State Operations means the period of time from and after the end of Start-Up Operations.

Subcontract (or subcontract) means any agreement by TSP with any other Person, Subcontractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

Subcontractor (or subcontractor) means any Person with whom TSP has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of TSP and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Subcontractor Dispute has the meaning set forth in Section 19.4 of the Contract.

Supplier (or supplier) means any Person not performing work at or on the Project Site which supplies machinery, equipment, materials, Hardware, Software, systems or any other appurtenance to any portion of the Project to TSP or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site shall not be deemed to be performing Work at the Project Site.

System means the Toll Collection System.

System Acceptance means the Joint Board acceptance of the System upon review and written approval of a successful System Acceptance Test and satisfaction of all other conditions in Section 4.10.9 of the Contract.

System Acceptance Test means the test to be conducted by the TSP pursuant to TR Section TP-025.

System Assurance Monitoring means monitoring activities undertaken to assure the continuous performance of the TCS in accordance with the Performance Requirements.

System Certification Audit means the performance audit report that TSP is required to prepare and submit pursuant to TR Section OM-008.

System Configuration and Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-010.

System Documentation means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including but not limited to the Plans, System Requirements Document, the Software (including both Source Code and object code) and other materials required to adequately document the System as configured, and necessary for, or related to, the configuration, installation, integration, testing, maintenance and operation of the Project in accordance with the Contract Documents, the Governmental Approvals and applicable Law.

System Monitoring means 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, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the KYTC/INDOT. This is also known as Maintenance Online Management System (MOMS).

System Performance Requirements shall mean the requirements for System performance set forth in TR, Section PR.

System Production Readiness Test means the test of all conditions to Pre-Toll Operations Readiness, meeting all protocols for such test set forth in TR Section TP-023.

TCS Component Price(s) shall mean any one or more of the Total Toll Collection System Capital Price, the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), the Total CSC Operations Price (Years 1 through 7), and/or the Total TOC Operations Price (Years 1 through 7) as specified in

the sheet OP-Overall Price of the Price Sheets in Exhibit C. Each TCS Component Price is further comprised of the line items specified in the corresponding detailed price sheet(s) for each such TCS Component Price.

TCS Installation Work means all Work necessary to provide, design, install, equip, test and achieve Acceptance of the TCS.

TCS Operations and Maintenance Option means the Joint Board's option to extend the period of time during which the TSP is required to operate and maintain the TCS for an additional two year period in accordance with the terms of the Contract, as the context so requires.

TCS Operations and Maintenance Option Period means a two year period of time during which the TSP is required to operate and maintain the TCS upon the Joint Board's exercise of a Maintenance Option.

TCS Operations and Maintenance Option Price means the lump sum fixed price compensation to be paid to the TSP for maintaining the TCS during the TCS Operations and Maintenance Option Period.

TCS Operations and Maintenance Report means the periodic maintenance related reports that TSP is required to submit pursuant to TR Section TP.

TCS Operations and Maintenance Term means the period during which TSP is obligated to perform the Maintenance Work, commencing for each Bridge upon the commencement of tolling operations for such Bridge, and continuing until the date that is seven (7) years from the first anniversary of the later to occur of the Revenue Service Date of the Downtown Crossing Final Configuration or the Revenue Service Date of the East End Bridge, plus any extension of such period due to the Joint Board's exercise of the Maintenance Option.

TCS Operations and Maintenance Work means the Roadside Operations and Maintenance Work, the Network Operations and Maintenance Work, the Back Office System (BOS) Hosting Work, the Back Office System (BOS) IT Operations and Maintenance Work, the Toll Operations Center (TOC) Operations and Maintenance Work, and the Customer Service Center (CSC) Operations and Maintenance Work TSP is required to perform during the TCS Operations and Maintenance Term, except for the Punch List Work and Warranty Work.

Technical Proposal means TSP's completed Technical Response Form submitted on Form K of the RFP.

Technical Requirements (TR) means the Technical Requirements (LSIORB Toll Project) Final, constituting the document describing the scope of the Work and related standards, criteria, requirements, conditions, procedures, specifications and other provisions for the LSIORB Toll Project, as such provisions may be changed, added to, deleted or replaced pursuant to the Agreement.

Term means the period commencing on the Effective Date and ending on the date on which all obligations and liabilities of TSP under this Contract have been performed and discharged. For greater certainty, "Term" includes the TCS Operations and Maintenance Term.

Third Party Claims means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.

TOC Pre-Tolling Operations Commencement means the point in time at which the TSP starts to perform the TOC Pre-Toll Operations Work.

TOC Pre-Toll Operations Work means the Work that TSP is required to perform to operate the TOC during the Pre-Toll Operations Period as it pertains to the TOC.

TOC System Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-003.

Toll Collection System (TCS) means the complete, functioning, state-of-the-art AET System based on Transponder and video processing for identification of vehicles for every Toll Zone on the Toll Project. The major roadside functions of the TCS are accurate detection, classification, and identification of every vehicle passing through Toll Zones. The major functions of the TCS with respect to the back office are acceptance of transactions from the roadside, management of accounts, collection of revenue, operation of the system and production of reports on those revenues to KYTC/INDOT.

Toll Facilities means the facilities utilized in connection with the TCS both on-site at the Toll Zones and off-site at the CSC, WUC and TOC, including the operations building and related building equipment, systems and appurtenances, toll plaza and related equipment, systems and appurtenances, areas adjacent to the toll plaza including the walkway to and from the toll lanes, the landscaping and related equipment, systems and appurtenances in the area of the toll plaza, the toll plaza canopy, the toll lanes, and the gantries.

Toll Gantry means a gantry or series of gantries comprised of a Toll Zone upon which Toll Zone System equipment is mounted.

Toll Operations Center (TOC) means the Hardware, Software and systems used to monitor the system level operations of the TCS. The Toll Operations Center may include a separate or integrated facility with the BOS or CSC.

Toll Operations Center (TOC) Operations and Maintenance Price (years 1 through 7) means the total fixed price compensation to be paid by the Joint Board to the TSP for the Toll Operations Center Operations and Maintenance Work (excluding actual, direct Pass-Through Cost Items).

Toll Operations Center (TOC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM.

Toll Policy Agreement means an agreement entered by the States, Parties (or certain of them representing each State) establishing a comprehensive toll policy for the Project and approved by the Tolling Body.

Toll Rate Schedule means a schedule of toll rates and other charges adopted from time to time by the Tolling Body for the Toll Facilities. The Toll Rate Schedule shall include tolls for all classifications of vehicles utilizing the Toll Facilities.

Toll System Provider means [REDACTED], a [REDACTED] formed under the laws of *[insert state]*, together with its partners, employees, agents, officers, directors, representatives, consultants, successors and assigns.

Toll Zone (or Tolling Zone) means a strategic location on the roadway where a gantry structure exists to collect ETC, AVC, and Image data of passing vehicles. Some Toll Zones will have highly configurable reversible lanes for various traffic configurations.

Tolling Body means the body established in the Development Agreement and the Interlocal Agreement, being comprised of the members of the Joint Board plus one additional representative of IFA and one additional representative of KPTIA or any of the members' respective successors.

Tolling Readiness means the point at which the TSP has satisfied all of the conditions precedent to Revenue Service on a Bridge, as set forth in Section 4.8.1 of the Contract.

Tolling Readiness Date means the calendar date on which the TSP achieves Tolling Readiness, as certified by the Joint Board's issuance of a Notice of Tolling Readiness.

Tolling Readiness Deadline means, with respect to each Toll Zone, the date specified in Section 4.9.2 of the Contract by which the TSP must achieve Tolling Readiness or be subject to the payment of Delay Liquidated Damages for delay.

Total CSC Operations Price (years 1 through 7) means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the Operations Work for the Operations Term.

Total TOC Operations Price (years 1 through 7) means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the TOC Operations Work for the Operations Term.

Total Toll Collection System Capital Price means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP for Installation Work,

Total Toll Collection System Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the TCS Maintenance and Operations Work, including the Roadside Operations and Maintenance Price, the Network Operations and Maintenance Price, the Back Office System (BOS) Hosting Price, the Back Office System (BOS) IT Operations and Maintenance Price, the Toll Operations Center (TOC) Operations and Maintenance Price, and the Customer Service Center (CSC) Operations and Maintenance Price specified in the Exhibit C (excluding actual direct Pass-through Cost Items).

Traffic Transaction means the transaction created by the Roadside System that provides date, time, location, vehicle classification, transponder identification for ETC transactions, license plate number and jurisdiction and any other information required by the Technical Requirements to provide a record of a vehicle crossing on a Bridge, including a transponder (ETC) transaction, an image transaction, and an interoperable transaction that is used for payments due to or from an E-ZPass interoperable agency.

Training Plan means the plan described in TR Section TP, Item TP-007.

Transaction means Traffic Transactions, Financial Transactions and Event Transaction data in the TCS.

Transition Plan means the plan that TSP is required to deliver pursuant to TR Section TP, Item TP0012.

Transponder means a radio frequency device mounted in or on a vehicle to provide a unique identifier to the TCS.

Transportation Enterprise Database (TED) means the KYTC enterprise data warehouse that brings data collected from multiple disparate systems together to create an aggregate view of related information.

TSP Event of Default has the meaning set forth in Section 16 of the Contract.

TSP Standards of Performance has the meaning assigned in Section 11.1 of the Contract.

TSP-Related Entities means (i) TSP, (ii) partners, joint venturers and/or members in or with TSP, (iii) Subcontractors (including Suppliers), (iv) any other Persons performing any of the Work, (v) any other Persons for whom TSP may be legally or contractually responsible, and (vi) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

TSP's Authorized Representative means such Person as TSP may designate in writing from time to time pursuant to Section 21.6.1 of the Contract.

Unidentified Utility means any Utility impacted by the Project which is not in one of the categories:

- (a) The Utility line is shown on a Utility Strip Map (irrespective of whether correct ownership is shown) or other Utility information provided by the Joint Board or made available to TSP.
- (b) The Utility type (e.g., gas, water, communication, electric) is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP (differences in material, e.g., clay vs. plastic, shall not be considered a difference in type).
- (c) The Utility is an overhead Utility existing as of the date on which the NTP is issued or which commenced installation prior to the date on which the NTP is issued.
- (d) The Utility is an extension of an Identified Utility (including a service line extending from a Utility that is not an Unidentified Utility).
- (e) The Utility is located in the same trench as a Utility that is not an Unidentified Utility (e.g. communication duct bank and joint communication cable facilities).

Any appurtenance, including manholes, pedestals, handholes, fire hydrants, and Fxboxes, not shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP that is a component or extension of a Utility that is not an Unidentified Utility is considered a part of the Utility.

If a Utility falls within any of the categories listed above, then it is not an Unidentified Utility regardless of any discrepancy between (i) the information provided on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP, and (ii) the actual characteristics of that Utility with respect to its size, its horizontal or vertical location, its ownership, its type (e.g., gas, water, communication, electric), or any other characteristic. Without limiting the generality of the foregoing, if a Utility is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP as being on public right of way, and it is in fact located on private right of way, or vice versa, that discrepancy is of no relevance in determining whether or not that Utility is an Unidentified Utility.

Uninterruptible Power Supply means a battery power system that supplies clean power and also provides limited backup power (the extent of which is subject to KYTC/INDOT approval) in the event utility power becomes unavailable.

Unregistered Video (UV) means a video transaction that was an apparent RV transaction at the time it was created at the lane; but after image review process, the

license plate was determined to belong to a user without a Transponder or a RV account and the RV was converted to an unregistered video Traffic Transaction and billed to the user according to the KYTC/INDOT Business Rules.

Utility(ies) or **utility(ies)** means (1) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, storm water not connected with the drainage of the Project, and similar substances that directly or indirectly serve the public, and/or (2) a private pipeline. The term “Utility” or “utility” specifically excludes (a) storm water facilities providing drainage for the ROW, and (b) street lights and traffic signals. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any service line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service line.

Utility Strip Map means a diagram depicting the location of utilities applicable to the Project Site.

Violation means the use of a Bridge without payment of the applicable toll and any fees within the time period specified by the Business Rules.

Violation Notice means a notice sent by the TSP to a Person who has committed a violation (regardless of whether a citation has been issued or a violation declared) in the format prescribed by the approved Business Rules. Such notice also is sometimes referred to as a Customer Statement.

Walk-Up Center (WUC) means a satellite customer service center for the TCS.

Warehouse Facility shall mean the facility that serves as storage facility for Spare Parts required for the Project. Requirements for the Warehouse Facility are set forth in Section TO of the Technical Requirements.

Warranty has the meaning set forth in Section 11 of the Contract.

Warranty Bond has the meaning set forth in Section 8 of the Contract.

Warranty Price means, for each Bridge, the lump sum fixed price compensation specified in the Price Proposal that is payable to TSP for the Roadside Warranty Work and the Back Office System Warranty Work for such Bridge, and with respect to the System, the lump sum fixed price compensation specified in the Price Proposal that is payable to the TSP for the Warranty Work with respect to the System as a whole

Watch List means a list of license plates that have been deemed problematic for ALPR identification purposes. A Watch List designated plate will always be sent for manual Image Review, regardless of ALPR confidence. Examples for Watch List inclusion include specific plates where customers (and/or non-customers) have repeatedly reported incorrect DMV identification, duplicate plate issues, incorrect lettering, fraud, or other causes for chronic disputes.

Work (or work) means all of the work required to be furnished and provided by TSP under the Contract Documents, including all administrative, design, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by TSP as required by the Contract Documents, including all efforts necessary or appropriate to achieve Formal Acceptance and to maintain the System in accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by Persons other than the TSP-Related Entities.

[END OF DEFINITIONS]

EXHIBIT B
RESPONSIBILITIES MATRIX

This document summarizes key design criteria for the TCS that are established by the related work to be performed by the DB Contractor pursuant to the DB Contractor and the Developer pursuant to the Development Agreement. The table below lists major infrastructure components of the TCS, and allocation of responsibilities among the TSP, the DB Contractor, the Developer and the ETC Contractor with respect to such major infrastructure components. Notwithstanding the information summarized in this matrix, TSP shall have overall responsibility for coordinating its Work with the DB Contractor, the Developer and the ETC Contractor to ensure that its efforts result in a fully functioning TCS that meets all requirements of the Contract Documents.

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
1.	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide and install conduits and pull string and install a cap on each conduit end point.	Provide install and terminate data communications cable between toll equipment site and toll gantry. Toll Gantry: Terminate fiber optic network cable and any media converters, provide any cabinets and all necessary materials to connect fiber to equipment at toll equipment site. Toll Equipment Site: Terminate fiber optic network cable, provide, install and configure switch and cabinet for local area network communications.	None
2.	Power Infrastructure and Service	Provide and Install a 120/208 V commercial power and meter from utility service and meter.	Provide power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry. Transfer power service to Toll System Provider name.	None
3.	Toll Gantry	DB Contractor: Provide standard INDOT Box gantry structure. Developer: Provide standard KYTC box gantry structure. DB Contractor/Developer: Provide conduits, raceways to support toll equipment installation.	Install, configure, test, tune, and commission toll equipment required for revenue service to be attached to the tolling gantries. Note: Approximate antenna size, cameras, sensors and other information for gantry design toll criteria has been provided by the Joint Board to the DB Contractor and the Developer.	None
4.	Toll Equipment	Provision space for AVI cabinet 3' (width) x 4 feet	Install, configure, test, tune, and commission all toll	Provide ETC

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
	mounted on toll gantry	(height)(approximate) for placement on gantry.	equipment (including but not limited to Cameras, classification sensors, ETC equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).	Equipment to be installed by the TSP. Provide technical support to the Toll System Provider during the Installation, Testing and Commissioning of the ETC Equipment by the Toll System Provider.
5.	Automatic Vehicle Classification Inductive Loop placement (If applicable)	Coordinate the design and placement and loop layout, junction boxes with loop placement installation with infrastructure with the Toll System Provider.	If the Toll System Provider's TCS configuration requires the use of an inductive loop system to meet the Performance Requirements in the Technical Requirements. TSP shall coordinate the loop layout design and installation with the DB Contractor and the Developers. Install, configure, test, tune, and commission inductive loop system in accordance with the final loop layout and design diagram.	None
6.	Toll Sign Design Criteria	Provide and Install updated toll signs in accordance with plans and specifications and as described in the Toll Sign Master Plan and Sign Criteria.	None	None
7.	Changeable Message Panels (Toll Rate signs only)	Provide static changeable message signs without the electronic changeable message panels. (The electronic changeable message panels will be provided by TSP). Provide and install a power service and meter to the changeable message panels that will be installed in the changeable toll rate sign structures by the TSP. Provide pole within 50 feet of the changeable message sign and with power service and meter at the pole.	Provide, install, configure, test, tune, and commission electronic changeable message panels into the static changeable message sign structures provided by the Design Builder/Developer, provide wireless and local access updates to the changeable message panels. Provide, install, configure, test, tune, and commission CCTV camera to monitor the changeable message sign. Provide network connection to Toll Operations Center to view the signs, which may be a secure commercial wireless modem.	None
8.	Data Communications Services	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above. DB Contractor/Developer to coordinate with the Toll System	Toll System Provider (or sub-contractor known as Communication Service Provider) to provide fiber backbone in accordance with Attachment C-1 to the Technical Requirements.	None

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
		Provider (or their representative) for access to site to run fiber.		
9.	Toll Equipment Site	DB Contractor/Developer to provide pad and infrastructure including 2 vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad.	Install, configure, test, tune, and commission toll equipment, cabinets, toll equipment, and concrete pads(as required) and data/power from DB Contractor-provided and Developer-provided vaults.	None
10.	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide standard IN Box Structure and KY Box Structure for respective projects. Label vaults provided at Toll Gantry or Toll Equipment Site as "utility".	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion controlled CCTV at cabinets.	None
11	Surge suppression / lightning protection	Provide lightning protection design for toll gantry as design criteria for the Toll System Provider equipment surge suppression plan.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.	Provide design criteria for surge suppression of ETC equipment for Toll System Provider Installation.
12	Existing utilities	Confirm that DB Contract/Developer are not aware of any high voltage (>600 V) less than 100 feet in any direction of tolling points.	None Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.	None
13	Transition and coordination of work to achieve toll operations	Coordinate access to toll gantry per respective DB Contract/Development Agreement requirements with access to facilities for toll equipment installation, tuning and commissioning. Provide temporary tolling signs required during MOT phases as required.	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Provisions for Joint Board review and approval. Provide schedule for toll equipment installation at tolling sites and coordinate activities with DB Contractor and Developer.	None

References:

1. Toll Sign Master Plan and Sign Criteria (last dated November 14, 2013) - See Reference Information Documents
2. Toll Equipment Area(site) Diagram (last dated October 22, 2013) - See Attachment C-1 of the Technical Requirements
3. Conceptual Data Plan (last dated December 19, 2013 - See Attachment C- 1 of the Technical Requirements

EXHIBIT C
PRICE SHEETS

[To be inserted]

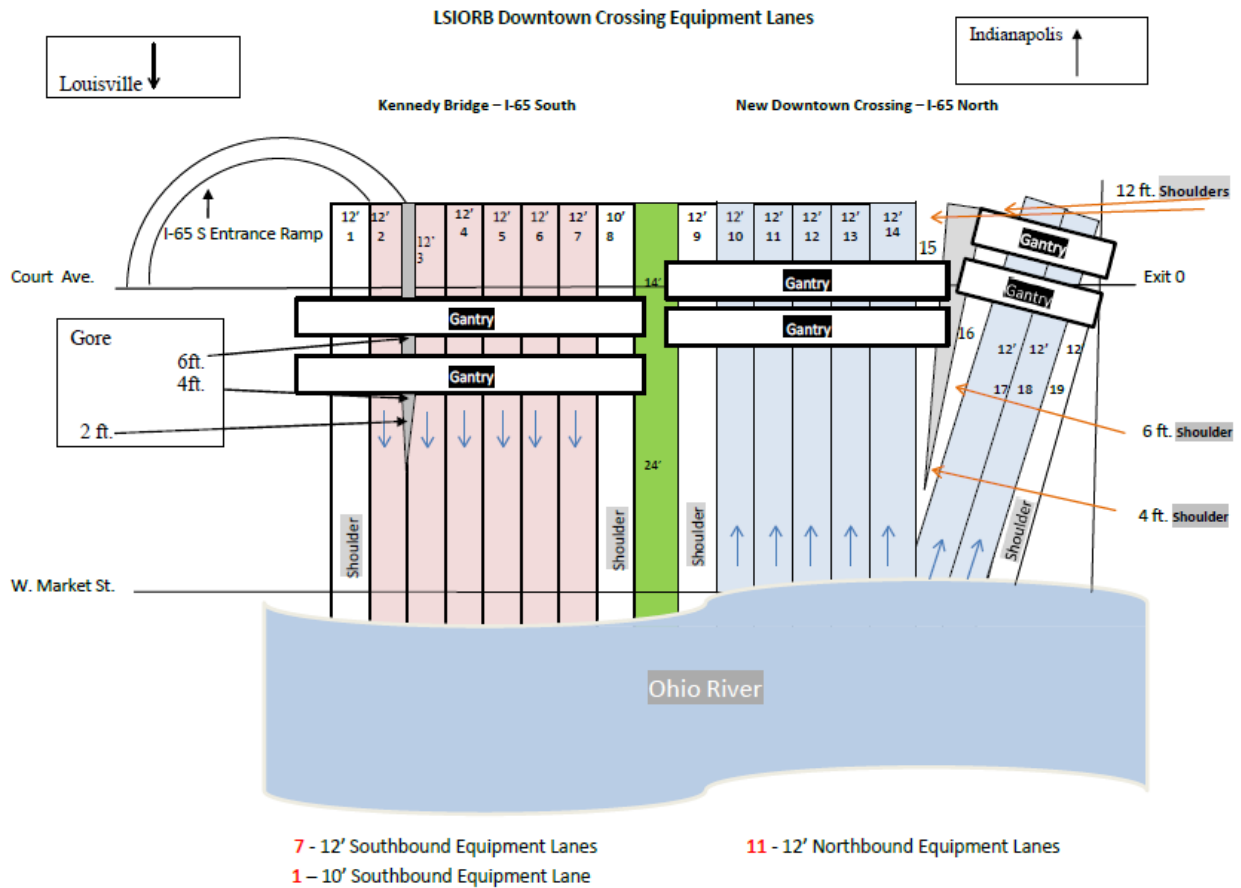
EXHIBIT D

TSP's COMMITMENTS AND CLARIFICATIONS

[To be inserted]

EXHIBIT E

LSIORB DOWNTOWN CROSSING EQUIPMENT LANES



This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

LSIORB East End Crossing Equipment Lanes

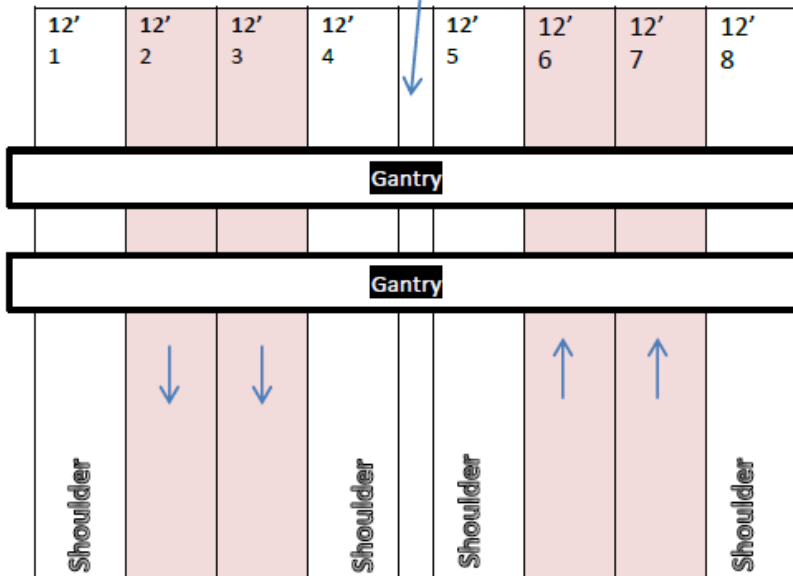
Indiana

North



Ohio River

Barrier Median Total is 2'8"



Kentucky

I-265 South



4- 12' northbound equipment lanes

4 - 12' southbound equipment lanes

This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

EXHIBIT F
FEDERAL REQUIREMENTS

Exhibit Description	No. of Pages
Attachment 1 – Federal Provisions	2
Attachment 2 – FHWA Form 1273	14
Attachment 3 – Federal Prevailing Wage Rates	66

ATTACHMENT 1 TO EXHIBIT F

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION

1. GENERAL. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit F (Federal Requirements). Whenever in said required contract provisions, and those at Section 3 of Attachment 4 to this Exhibit F, references are made to:

(a) "contracting officer" or "authorized representative," such references shall be construed to mean IFA or its Authorized Representative;

(b) "contractor," "prime contractor," "bidder," "proposer," "Federal-aid construction contractor," "prospective first tier participant," or "First Tier Participant," such references shall be construed to mean Toll System Provider or its authorized representative, as may be appropriate under the circumstances;

(c) "contract" "prime contract," "Federal-aid construction contract" or "design-build contract," such references shall be construed to mean the Agreement for the Work to which this Exhibit F (Federal Requirements) applies;

(d) "subcontractor," "supplier," "vendor," "prospective lower tier participant," "lower tier prospective participant," "Lower Tier participant," or "lower tier subcontractor," such references shall be construed to mean, as appropriate, Toll System Provider or its Subcontractors for the Work to which this Exhibit F (Federal Requirements) applies; and

(e) "department," "agency," "department or agency with which this transaction originated," or "department or agency entering into this transaction," such references shall be construed to mean IFA, except where a different department or agency is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Form 1273 required contract provisions, Developer shall cause the contractor to comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that

such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to this project. Pertinent sections of said Code are incorporated within other sections of the Contract and the IFA DBE Special Provisions (Exhibit 7) adopted pursuant to 49 CFR Part 26.

CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction projects if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such prison project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

BUY AMERICA REQUIREMENTS — FHWA Federal-aid projects are subject to 23 CFR § 635.410, Buy America requirements. The provisions of 23 CFR § 635.410 are incorporated herein by reference.

ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), Developer and its Contractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Developer and Contractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), Developer and its Contractor shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Developer agrees to include this section in each Contract at each tier, without modification except as appropriate to identify the Contractor who will be subject to its provisions.

ATTACHMENT 2 TO EXHIBIT F

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

1.I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

2.II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related

regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and

then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and

termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

3.III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

4.IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the 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.

d. If the contractor does not make payments to a trustee or other third person, the 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 the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime 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 the contractor or any subcontractor the full amount of wages required by the contract. 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the 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. 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, the 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice 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. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 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. Department 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.

c. Equal employment opportunity. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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 in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the 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 5.12(a)(1).

b. 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 5.12(a)(1).

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

5.V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and

Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work 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.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1.) of this section, in the sum of \$10 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

6.VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm,

has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

7.VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when

submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees

required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 7 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO EXHIBIT F
FEDERAL PREVAILING WAGE RATES

The current published Davis Bacon Act prevailing wage rates are set forth below:

See, General Decision Number IN140006 11/28/2014, IN6 – Heavy and Highway Construction, Clark County, Indiana, attached; and

See, General Decision Number: KY14100 12/05/2014 KY 100 – Highway Construction, Jefferson County, Kentucky, attached.

EXHIBIT G

FORM OF SOFTWARE SOURCE CODE ESCROW AGREEMENT

Account Number _____

This Source Code Escrow Agreement ("Agreement") is effective _____, 201_ among ____ ("Escrow Agent"), _____ ("Depositor"), and the Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, as the entity designated to procure this Agreement by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") ("Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Beneficiary have entered or will enter into a Toll Services Agreement (referred to in this Agreement as the "Contract"). Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

B. Pursuant to the Contract, Depositor has granted Beneficiary licenses to use certain 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 payment request relating to the Installation Work, with monthly invoices for payment of the Operations and Maintenance Price, and with monthly invoices for 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 Escrow Agent the Software Source Code and related documentation of Software required to be delivered as part of the Work under the Contract and during the Software Maintenance Option Period, if any, including 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 "Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Source Code except under certain limited circumstances.

E. The availability of the Source Code to Beneficiary is critical in the conduct of its business and, therefore, Beneficiary needs access to the Source Code under certain limited circumstances.

F. Depositor and Beneficiary desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the Source Code.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the 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 Beneficiary hereby engage Escrow Agent to serve as Escrow Agent for the Source Code, Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Source Code, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposits.

a. Immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Software Source Code to be used in connection with the Project with Escrow Agent.

b. Based on invoices for Payment Milestones, Depositor shall deposit the then current version of the Pre-Existing Software Source Code reflecting modifications and enhancements to such Pre-Existing Software Source Code under development by Depositor with the Escrow Agent. Depositor shall be required to submit an updated Source Code document reflecting the then current version of the Pre-Existing Software Source Code with each invoice.

c. Not later than the date a Certificate of System Acceptance is issued by the Beneficiary, Depositor shall deposit with Escrow Agent the then current approved and accepted version of the Source Code that has been developed for the Project.

d. If during any calendar month after the date a notice of System Acceptance is issued by the Beneficiary Depositor completes and installs in or for the Project any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the escrowed Source Code, it shall deposit with 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 Source Code to be deposited pursuant to Section 20.6 of the Contract, it shall deposit with Escrow Agent such additional Source Code and a modified Attachment A identifying the same within 30 days following the end of the calendar quarter in which such identification is made. All references in this

Agreement to Source Code shall include the initially deposited materials and any materials subsequently deposited pursuant to this Section 1.1(d).

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. 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 Escrow Agent any Source Code for Off-the-Shelf Software.

1.2 Identification of Tangible Media. Prior to each delivery of the Source Code to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Source Code 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 Source Code (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the Source Code. 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 Escrow Agent, 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 Escrow Agent receives Source Code and Attachment A or a modified Attachment A, 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, Beneficiary may elect to cause a verification of the 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 Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Beneficiary. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, 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 Beneficiary. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Beneficiary is Beneficiary's notice that the Source Code have been received and accepted by Escrow Agent.

1.5 Depositor's Representations. Depositor represents and warrants to Beneficiary as follows:

- a. Depositor lawfully possesses all of the Source Code deposited with Escrow Agent;
- b. With respect to all of the Source Code, Depositor has the right and authority to grant to Escrow Agent and Beneficiary the rights as provided in this Agreement;
- c. The Source Code are not subject to any lien or other encumbrance;
- d. The Source Code consist of the proprietary technology and other materials identified either in the Contract or Attachment A, as the case may be; and
- e. The Source Code are readable and useable in their current form or, if any portion of the Source Code is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Beneficiary shall have the right, at Beneficiary's expense, to cause a verification of any Source Code. Beneficiary shall notify Depositor and Escrow Agent of Beneficiary'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 Source Code. If a verification is elected after the Source Code have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Beneficiary's election an independent person or company selected and supervised by Escrow Agent or Beneficiary, may perform the verification. If Beneficiary elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the Source Code and whether the Source Code are all the Source Code. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Beneficiary a written report thereon not later than 30 days after Beneficiary delivers its written request therefor. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Beneficiary elects to have an independent person or company perform the verification, then such entity shall adhere to the confidentiality requirements of the Contract.

1.7 Removal of Source Code. The Source Code may be removed and/or exchanged only on written instructions signed by both the Depositor and Beneficiary, or as otherwise provided in this Agreement.

1.8 Inspection. Beneficiary and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the Software. The party undertaking the inspection shall provide written notice (delivered by mail or facsimile with acknowledged transmission) of the pending inspection to the other party, seven calendar 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.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. Escrow Agent shall maintain the Source Code in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Source Code. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available or use the Source Code. Escrow Agent shall not disclose the content of this Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Source Code, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. 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. Escrow Agent shall issue to Depositor and Beneficiary a report profiling the account history at least semi-annually. 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 Beneficiary shall each have the right to inspect the written records of Escrow Agent pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

ARTICLE 3 -- TITLE TO MEDIA

3.1 Title to Media. Title to the media, materials and documents upon which the Source Code is written or stored is vested in Beneficiary pursuant to Section 14 of the Contract, but is subject to the provisions of this Agreement on access to and release of such media, materials and documents.

3.2 Disclaimer. Depositor and Escrow Agent hereby disclaim and relinquish any title to or ownership of the media, materials and documents upon which the Source Code is

written or stored. In addition, Escrow Agent hereby disclaims and relinquishes any title to or ownership of Source Code deposited with Escrow Agent under this Agreement.

ARTICLE 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 Software Supplier as to deposited Source Code it owns (other than bankruptcy proceedings instituted by Depositor or any such Software Supplier against third parties), and, if instituted against Depositor or any such Software Supplier, are allowed against Depositor or any such Software Supplier 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 such Software Supplier or any substantial part of its assets;
- c. Depositor or any such Software Supplier makes or attempts to make an assignment for the benefit of creditors;
- d. Depositor or any such Software Supplier generally fails to pay its debts when they are due or admits of its inability to pay its debts;
- e. Depositor or any such Software Supplier fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and 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 such Software Supplier ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract Documents; or
- h. Depositor does not continue to provide updates and maintenance releases, or otherwise breaches its software maintenance and support obligations under the Software Maintenance Option during the Software Maintenance Option Period.

4.2 Filing For Release. If Beneficiary believes in good faith that a Release Condition has occurred, Beneficiary may provide to Escrow Agent written notice of the occurrence of the Release Condition and a request for the release of the Source Code. If the

Release Condition pertains only to a Software Supplier, Beneficiary's notice shall so indicate. Immediately upon receipt of such notice, Escrow Agent shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date Escrow Agent mails the notice requesting release of the Source Code, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean and be limited to 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, Escrow Agent shall send a copy to Beneficiary by commercial express mail. Additionally, Escrow Agent shall notify both Depositor and Beneficiary that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, Escrow Agent shall continue to store the Source Code without release pending (i) joint instructions from Depositor and Beneficiary; (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 Escrow Agent.

4.4 Release of Deposit.

a. If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten-day period, Escrow Agent is authorized to, and shall, immediately release the Source Code to the Beneficiary. If the Release Condition pertains only to a Software Supplier, then Escrow Agent shall only release the Source Code that (a) is identified on Attachment A as owned by such Software Supplier 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 Source Code held by Escrow Agent.

b. Escrow Agent shall promptly release all or any part of the Source Code at any time and from time to time upon receipt of written instructions signed by both Depositor and Beneficiary.

c. Escrow Agent shall also release the Source Code to Beneficiary 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 Beneficiary provides to Escrow Agent a written opinion of counsel for Beneficiary to the effect that such award, judgment or resolution is final and not appealable, 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 Source Code in accordance with this Article 4, Beneficiary shall have the right and license to use the released Source Code as provided in the Contract. Beneficiary shall be obligated to maintain the confidentiality of the released Source Code as provided in the Contract.

ARTICLE 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 Article 5. This Agreement shall be terminated in the event (a) Depositor and Beneficiary jointly instruct Escrow Agent in writing that the Agreement is terminated; or (b) Escrow Agent instructs Depositor and Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Source Code are subject to another escrow agreement with Escrow Agent, 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 Escrow Agent are not paid when due, Escrow Agent shall provide written notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such notice, then Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5.

5.3 Termination by Resignation. Escrow Agent reserves the right to terminate this Agreement, for any reason, by providing Depositor and Beneficiary with 90-days' written notice of its intent to terminate this Agreement. Within the 90-day period, the Depositor and Beneficiary shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent hereunder and thereupon shall provide Escrow Agent with joint written instructions authorizing Escrow Agent to forward the Source Code to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the Source Code in accordance with any such joint written instruction. If Escrow Agent does not receive said joint written instructions within 90 days of the date of Escrow Agent's written termination notice, then Escrow Agent shall have no obligation to take any action under this Agreement, except action to hold and safeguard the Source Code and transfer or dispose of Source Code following termination as provided in this Article 5.

5.4 Disposition of Source Code Upon Termination. Upon termination of this Agreement, Escrow Agent shall destroy, return, or otherwise deliver the Source Code in accordance with Depositor's and Beneficiary's joint written instructions. If there are no such joint written instructions, Escrow Agent may, at its sole discretion, commence legal action interpleading Depositor and Beneficiary, deposit the Source Code with the court in such action and otherwise handle and dispose of the Source Code in accordance with court order. In no event shall Escrow Agent have the right to destroy the Source Code or return them to Depositor absent joint 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 Source Code 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 Source Code has occurred prior to termination;
- d. The obligation to pay Escrow Agent any fees and expenses due;
- e. The obligations of Escrow Agent under Section 5.4;
- f. The provisions of Article 7; and
- g. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- ESCROW AGENT'S FEES

6.1 Fee Payment and Schedule. Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Beneficiary. Escrow Agent shall notify Beneficiary at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, 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 Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2 Indemnification. Depositor and Beneficiary each agree to indemnify, defend and hold harmless Escrow Agent from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by Escrow Agent relating in any way to this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of 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. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions.

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 Escrow Agent to take, or refrain from taking, any action, that Party shall:

- a. Give Escrow Agent at least two business days' prior notice of the hearing; and
- b. Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the Source Code if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Escrow Agent Representation. Escrow Agent hereby represents and warrants to Beneficiary and Depositor that (a) to the best knowledge of 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 Commonwealth of Kentucky, the State of Indiana, or any other jurisdiction, except as has been specifically disclosed in writing to Beneficiary 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, Escrow Agent will immediately disclose it in writing to Beneficiary and Depositor.

8.2 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Escrow Agent is not a party to the Contract between Depositor and

Beneficiary and has no knowledge of any of the terms or provisions of the Contract except for Article 19 of the Contract regarding Dispute Resolution which Escrow Agent acknowledges having received. Escrow Agent's only obligations to Depositor or Beneficiary 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 Beneficiary and Attachment B need not be signed.

8.3 Notices. All notices, invoices, payments, deposits and other documents and communications shall be 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. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.4 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.

8.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and Beneficiary; and Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6 Regulations. Depositor and Beneficiary 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 Source Code may be delivered in accordance with the provisions of this Agreement.

8.7 Liability. No member, officer, or employee of Beneficiary, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8 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

Beneficiary:

INDIANA FINANCE AUTHORITY, on behalf of the Louisville-Southern Indiana Ohio River Bridges Joint Board

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Escrow Agent

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name _____
Account Number _____
Product Name _____ Version _____
(Product Name will appear as the Exhibit A 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 _____

Other required information

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted Source Code have been transmitted to _____: _____ the above materials (*any exceptions are*

noted above):

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date Accepted _____
Exhibit A# _____

Send materials to: 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: _____ Contact: _____

Telephone: (____) ____-____ E-mail: _____

Facsimile: (____) ____-____

E-mail: _____

Verification Contact: _____

Notices and communications to Beneficiary
should be addressed to:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Designated Contact: General Counsel
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

Requests from Depositor or Beneficiary to change the designated contact should be
given in writing by the designated contact or an authorized employee of Depositor or
Beneficiary.

Contracts, Source Code, notices, invoice inquiries and fee remittances to Escrow Agent should be addressed to:

Date: _____

Telephone: (____) ____ - ____

Facsimile: (____) ____ - ____

E-mail: _____

EXHIBIT H

PASS-THROUGH COST ITEMS*

Remote Location Reimbursables
Remote Location Service Vehicle, if approved
Remote Location Service Staffing and Marketing Materials, if approved
Remote Location Service Marketing Materials, if approved
Network Reimbursables
Local Data Center Costs for Floor Space and Hosting
Connection from Equipment Cabinet to Local Data Center
Internet Connection from Data Center to BOS, Retail, Remote Locations
Warehouse Rental
Warehouse Rental and Associated Costs Within 10 Miles of WUC
Walk-Up Center – All Costs (Excluding Labor) Associated With Walk-Up Centers
Water, Sewer, Trash Pickup
Janitorial Services
Communications Cost to Space – External
Internet Services – Internal
Cable / Satellite
Security
Phone Service for Calls Other than CSRs
Other Services – Coffee, Water, Pest Control, Etc.
Construction Costs for Tenant Improvement
Other Reimbursables
Credit Card Fees
Postage
Printing Costs (paper, envelopes, and the cost of production and reproduction of hard copy documents including paper documents and the cost of CDs, USB and

flash drives, as necessary for Customer Correspondence in accordance with approved Business Rules)
Banking Fees excluding armored car services
Marketing Reimbursables
Transponder Retail Packages
Roadside
Roadside Power / Electricity

* Pass-Through Cost Items are payable to TSP on a reimbursement basis.

EXHIBIT I

[Intentionally Not Used.]

EXHIBIT J
APPROVED PROJECT SCHEDULE

[To be inserted]

EXHIBIT K

[Intentionally Not Used.]

EXHIBIT L

EQUIPMENT SUPPLIED BY ETC CONTRACTOR

The Joint Board will make the following equipment available to the Toll System Provider within 90 days after Notice to Proceed of the Toll System Provider Agreement. The Toll System Provider shall use equipment in the table below for the purposes of testing, integration and preparation for the installation, testing, and commissioning of the Toll Collection System.

After the completion of the initial delivery of this equipment to be used for integration, testing and commissioning of the equipment prior to Revenue Service, the TSP shall work with the Joint Board to order all ETC equipment for the Tolling Zones.

ETC Component	ETC Description	Initial Quantity
ETC Reader	MPR2 Non-Redundant Reader (E-ZPass Protocol, ISO 18000 6c)	6 each
Antenna Assembly	MPR2 IAG-3 Channel Kit	12 each (2 per reader)
ETC Reader Installation Kit	MPR2 Installation Kit	6 each (1 per reader)
ETC Equipment Cabinet	NEMA 4 Enclosure	6 each
Test E-ZPass Transponders	G4 TDM Test Transponders	50 each
E-ZPass Transponder Programmer	T500 TDM Programmer	1 each
E-ZPass Transponder Tester	T600 TDM Tester	1 each
Test 6C Transponders	6C Test Transponders	50 each
Test 6C Transponders	6C Programmer / Tester	1 each

EXHIBIT M

[Intentionally Not Used.]

EXHIBIT N

LIQUIDATED DAMAGES FOR PERFORMANCE BELOW THE GUARANTEED PERFORMANCE REQUIREMENTS

The following paragraphs describe Guaranteed Performance Requirements to be met by the installed and operationally configured TCS. As specified in the Technical Requirements, the TSP shall supply the TCS, as well as develop processes and procedures for the TCS, to meet the following Guaranteed Performance Requirements at all times from and after the Revenue Service Date for each Bridge.

I. Accuracy Guaranteed Performance Requirements

Back Office System Accuracy:

As required by TR Item PR-013, the accuracy for the BOS' posting of Traffic Transactions, Financial Transactions and Event Transactions shall be no less than 99.8% for all Transactions under live operations. A correct Transaction shall occur if all data in the transaction field is accurately posted to the Back Office System, including any exceptions that are noted and available to the operator. The Back Office System Accuracy percentage shall be calculated as the ratio equal to the sum of the total number of accurate Traffic Transactions, Financial Transactions and Event Transactions posted, divided by the sum of the total number of Traffic Transactions, Financial Transactions and Event Transactions occurring in the test period for Back Office System Accuracy. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay, Performance Liquidated Damages for any month in which the actual Back Office System Accuracy percentage is less than 99.8%. Liquidated damages for such month shall be calculated by multiplying the total number of days in such month, times \$500.

Monthly O&M Performance Report Accuracy:

Each Monthly Operations and Maintenance Report that TSP is required to submit pursuant to TR item TP-030 shall be accurate, complete and error-free when submitted, and shall be submitted by the date required by the Contract Documents, 100% of the time. For each Monthly Operations and Maintenance Report that is not timely submitted or that is inaccurate when submitted, pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay, Performance Liquidated Damages in an amount equal to \$500 per calendar day for each calendar day elapsing from the date on which accurate submittal of the Monthly Operations and Maintenance Report is required until the date an accurate Monthly Operations and Maintenance Report is actually submitted for the relevant period.

II. Availability Guaranteed Performance Requirements

Roadside System Availability:

As required by TR Item PR-01, the Roadside System shall be available 99.5% of the time during the TCS Operations and Maintenance Term. Roadside System availability shall be separately calculated and applied to each lane. An Equipment Lane shall be “available” if all of its TCS components are properly functioning and available to collect revenue and send all Traffic Transactions and images to the BOS. Roadside System Availability for each Equipment Lane shall be calculated as the ratio of the total number of hours of time that an Equipment Lane is “available” in a calendar month to the sum of the number of hours that the Equipment Lane is available plus the number of hours that the Equipment Lane is “unavailable” in a calendar month. An Equipment Lane is “unavailable” if the lane subsystem for the Equipment Lane is not functioning properly. “Unavailable” time includes periods of time when the lane subsystem is operating in degraded mode, but does not include periods of time for scheduled maintenance or scheduled closures. Roadside System Availability is measured for each Equipment Lane for peak and off peak hours. The term “functioning properly” refers to the System’s ability to operate in a manner that does not affect revenue collection or cause inconvenience or delay to customers or the Joint Board. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess and TSP shall pay to the Joint Board Performance Liquidated Damages for any calendar month in which the actual Roadside System Availability for an Equipment Lane is less than 99.5%. The percentage of actual Roadside System Availability shall be calculated separately for peak Hours and for non-peak hours. If the actual Roadside System Availability of an Equipment Lane during peak hours for a month is less than 99.5%, the Joint Board shall assess, and the TSP shall pay, Performance Liquidated Damages in the amount of \$500 times the total number of days in such month. If the actual Roadside System Availability of an Equipment Lane during non-peak hours is less than 99.5%, the Joint Board shall assess, and the TSP shall pay, Performance Liquidated Damages in the amount of \$100 times the total number of days in such month. Peak hours shall mean Monday through Friday from 6:00-10:00 AM and from 3:00-7:00 PM calculated based on a monthly basis. All other hours shall be “non-peak.”

Back Office System Availability:

As required by TR Item PR-010, the BOS, (including the IVR and Customer Website, shall be available 99.9% of the time during the Operations and Maintenance Term. The BOS shall be “available” if it is fully functional and operational. The BOS Availability percentage shall be

calculated on a monthly basis as 100% minus a fraction, the numerator of which is the number of hours of “unavailable” time during the calendar month, and the denominator of which equals the difference between the product of the number of days in the month times 24, and the number of hours of maintenance outages approved by the Joint Board for such month. “Unavailable” time is defined as the time that the BOS is not functioning properly as specified in TR Section BO and all approved Plans that relate to the BOS. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, if the actual percentage of Back Office System Availability in a month is less than 99.9%, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages equal to \$500 times the number of days in such calendar month.

CCTV System Availability

As required by TR Section PR-036, the CCTV system shall be available no less than 99% of the time. The CCTV system shall be “available” if remote users have access to the CCTV system and the ability to use and view video in near-real-time for TCS Operations. For purposes of this requirement, “near-real-time” means that the video is displayed within 2 seconds of the user requesting a camera view. The CCTV availability percentage shall be calculated on a monthly basis as 100% minus a fraction, the numerator of which is the number of hours of “unavailable” time during the calendar month, and the denominator of which equals the difference between the product of the number of days in the month times 24. “Unavailable” time is defined as the time that the CCTV system is not functioning properly as specified in TR Section AC and all approved Plans that relate to the CCTV. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, if the actual percentage of CCTV system availability in a month is less than 99.9%, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages equal to \$100 times the number of days in such calendar month.

III. Timeliness Guaranteed Performance Requirements

TCS Mean Time to Respond:

As required by TR Item PR-009, TSP’s mean time to respond to any “Priority 1 event” shall be not greater than four hours at all times during the Operations and Maintenance Term, measured on a monthly basis. A “Priority 1 event” is defined as any event or failure that will result in loss or ability to collect or accurately collect revenue, such as lane closures, safety hazard, or loss of traceability and loss of availability in the TCS, other than lane closures during routine or regularly scheduled maintenance times. Mean time to respond shall be calculated by dividing the total amount of time for a human acknowledgement in the System in

response to all functional service events occurring during the calendar month, by the number of functional service events that occur during the calendar month. As provided in Section 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay to the Joint Board, Performance Liquidated Damages for any calendar month in which the TSP's actual mean time to respond to functional service events in such month exceeds two hours. The Liquidated Damages shall be calculated separately for failures to respond during peak hours and non-peak Hours. If the actual mean time to respond to functional service events during peak Hours is more than four hours, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages in the amount of the product of \$500 per lane times the total number of calendar days in such month. If the actual mean time to respond to functional service events during non-peak hours in a month is more than four hours, the Joint Board shall assess, and the TSP shall pay to the Joint Board, \$100 per lane times the total number of calendar days in such month. Peak hours shall mean Monday through Friday from 6:00-10:00 AM and from 3:00-7:00 PM calculated based on a monthly basis. All other hours shall be non-peak hours.

Time to Load Transponder Status Files:

As required by TR Item PR-0012, home and away agency Transponder status files shall be loaded and distributed to the TCS within 2 hours of receipt. Compliance with this Guaranteed Performance Requirement shall be determined by the record of the receipt of the files from the E-ZPass Agency CSC and assessment of the status of the files, and assessment of the status of the receipt of the files delivered by the TCS to the Roadside System. If the Toll System Provider has written proof that the away Transponder status file was not sent by the away agency, or that the away agency sent a corrupted file that prevented the TSP from loading the file despite exercising all reasonable efforts to do so, the corresponding delay as a result of failure to receive the usable file shall not be counted as a failure in the calculation. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay to the Joint Board, Performance Liquidated Damages each time that it fails to load transponder status files and distribute them to the roadside within two hours of receipt. Performance Liquidated Damages for any such failure shall be calculated as \$100 for every two hour period of delay in loading a file until resolution. For example, if TSP loads files in two hours and 15 minutes, Performance Liquidated Damages will be \$200, and if TSP loads files in 4 hours and 1 minute, Performance Liquidated Damages will be \$400.

Time to Process Financial Transactions:

As required by TR Item PR-016, TSP shall process all payments, regardless of payment method, including adjustments, reversals, refunds and exceptions within one business day of business day closure of the day on which the Financial Transaction is initiated in the System. Compliance with this Guaranteed Performance Requirement shall be determined by calculating the average length of time for processing of all Financial Transactions to the TCS on a monthly basis, excluding non-business days. For any month in which the average time to process all payments and other Financial Transactions, regardless of payment method, including adjustments, reversals, refunds and exceptions during such month exceeds 24 hours, then pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages in the amount of the total number of days in such month times \$500.

EXHIBIT O

DRAFT CUSTODY AND REVENUE CONTROL AGREEMENT

among

[_____], as Custodian,

[_____], as Revenue Control Manager,

[_____], as Toll Operator,

and the

INDIANA FINANCE AUTHORITY

and

KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY

with respect to

LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT

Dated as of [April 1, 2015]

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CUSTODY AND REVENUE CONTROL AGREEMENT

This CUSTODY AND REVENUE CONTROL AGREEMENT (this "Agreement"), dated as of [April 1, 2015], is by and among [_____], a [national banking association] organized and existing under the laws of the United States of America (the "Custodian"), [_____], a _____ organized and existing under the laws of the State of _____, as Revenue Control Manager, [_____], a _____ organized and existing under the laws of the State of _____, as Toll Operator, Kentucky Public Transportation Infrastructure Authority ("KPTIA"), an independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky constituting a governmental agency and instrumentality of the Commonwealth, and the Indiana Finance Authority ("IFA"), a body corporate and politic exercising essential public functions created and existing under and by virtue of the laws of the State of Indiana.

RECITALS

WHEREAS, IFA, KPTIA (as hereinafter defined), Indiana Department of Transportation ("INDOT") and Kentucky Transportation Cabinet ("KYTC") have entered into that certain Interlocal Cooperation Agreement effective December 17, 2012 (the "Interlocal Agreement") providing for the creation of the Joint Board and requiring, among other matters, entry into this Agreement providing for the deposit of Toll Revenues (as hereinafter defined) with the Custodian; and

WHEREAS, the parties to the Interlocal Agreement, together with the Louisville-Southern Indiana Bridges Authority, have entered into a Bi-State Development Agreement effective as of December 17, 2012 as subsequently supplemented and amended (the "Development Agreement") with respect to the Project; and

WHEREAS, the IFA on behalf of the Joint Board has entered into a Toll Services Agreement, pursuant to which the Toll Operator will be appointed as initial toll operator for the Project; and

WHEREAS, KYTC, on behalf of the Joint Board, has procured revenue control manager services pursuant to Resolutions JB-2013-2 and JB-2013-5 and the Revenue Manager Procurement with respect to the Project; and

WHEREAS, the IFA on behalf of the Joint Board has entered into the Custodial Procurement pursuant to which the Custodian has been retained with respect to the Project; and

WHEREAS, the IFA has undertaken a procurement for a portion of the project involving a Public Private Agreement dated December 27, 2012 calling for periodic payments to the Developer, which payments will be made by moneys to be received by IFA from the Indiana Department of Transportation, pursuant to a Master Use Agreement and a Milestone Payment, each dated as of December 27, 2012; and

WHEREAS, IFA has entered into the IFA Project Trust Agreement (as hereinafter defined) with the IFA Project Trustee (as hereinafter defined), which provides for the collection of the Indiana Revenue Share of Toll Revenues (as those terms are hereinafter defined) and payments from the Indiana Department of Transportation as described in the prior paragraph, to be used by IFA to make the payments to the Developer which are required under the aforementioned Public Private Agreement; and

WHEREAS, KPTIA has issued certain Revenue Bonds to fund its obligations under a design-build procurement for a portion of the costs of the Project, pursuant to the Kentucky Bond Indenture with the Kentucky Bond Trustee (as all those terms are hereinafter defined), which Revenue Bonds are secured by the Kentucky Revenue Share of Toll Revenues (as those terms are hereinafter defined); and

WHEREAS, this Agreement is intended to provide for the collection and management of Toll Revenues for the Project, and for the transfer of the Indiana Revenue Share and the Kentucky Revenue Share of Toll Revenues to the IFA Project Trustee and the Kentucky Bond Trustee, respectively, in order to allow IFA and KPTIA to meet their respective obligations as described above and under the Financing Documents (as hereinafter defined); and

WHEREAS, the Joint Board has, by resolution duly adopted, authorized the IFA to act on its behalf to execute and deliver the Custodial Procurement; and

WHEREAS, this Agreement is being executed by the parties hereto in order to provide for (i) the establishment and administration of various fiduciary accounts known as the Cash Management Accounts described in Section 2.02 and the Master Custodial Accounts described in Section 2.03, (ii) the deposit into the specified Cash Management Accounts and Master Custodial Accounts in respect to the use or prospective use of the Project as described herein, and (iii) the possession, administration and distribution of funds that are from time to time deposited into the Cash Management Accounts and the Master Custodial Accounts, in each case as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 or elsewhere herein shall have the meanings defined herein, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Terms which are not defined in this Section 1.01 or elsewhere herein shall have the meanings given them in the Interlocal Agreement or the Development Agreement.

“Agreement” means this Custody and Revenue Control Agreement, as supplemented and amended from time to time.

“Authorized Representative” means the individual or individuals at the time designated to act on behalf of an entity by a written Certificate signed by an officer of each entity, duly authorized to sign such Certificate, furnished to the parties hereto, containing the specimen signature of each such individual. In the case of an Authorized Representative acting on behalf of each entity, the individual or individuals authorized by its governing body to do so may designate in a written Certificate other officers of the entities that may act as Authorized Representatives.

“Bi-Monthly Confirmation Certificate” means a Certificate of the Revenue Control Manager delivered twice a month pursuant to Section 5.01(c).

“Bi-State Contribution Account” has the meaning set forth in Section 2.01(c).

“Business Day” means any day other than a Saturday, Sunday or federal legal holiday or day on which banks or trust companies are authorized to be closed for business in Indiana and Kentucky.

“Cash Management Accounts” means lockbox or electronic lockbox accounts described in Section 2.01 hereof.

“Certificate” means an instrument in writing signed by an Authorized Representative of IFA, KPTIA, the Toll Operator, the Revenue Control Manager or any Trustee, as applicable, including a Daily Reconciliation Certificate and a Bi-Monthly Confirmation Certificate, inter alia.

“Custodial Procurement” means the procurement for custodial services, as described herein, undertaken by IFA on behalf of the Joint Board, including a separate Custodial Services Agreement between IFA and the Custodian.

“Custodian” means [_____], a [national banking association], duly organized and existing under and by virtue of the laws of the United States, or its successor or any other bank or trust company that may at any time be substituted in its place as provided in Section 5.01.

“Customer” or “User” means a registered owner of a vehicle using the Project.

“Customer Account” means an account recorded on a ledger to be maintained by the Toll Operator reflecting Data Transactions and Financial Transactions as applicable to a specific Customer.

“Customer Deposits” means funds received by the Custodian from persons acquiring Transponders (or otherwise opening Prepaid Customer Accounts) for the Project, in consideration for opening of a Prepaid Customer Account for future use with respect to the Project, which funds are to be held by the Custodian in the Customer

Deposits Account until (i) they become Transponder Holder Revenues by virtue of use of the Project, (ii) they are transferred to the Tolls due to Interoperable Agencies Account, or (iii) otherwise returned to the applicable customer pursuant to Section _____.

“Customer Deposits Account” has the meaning set forth in Section 2.01(a).

“Daily Reconciliation Certificate” means a Certificate of the Toll Operator delivered pursuant to Section 4.01(e).

“Data Transaction” means a transaction, other than a Financial Transaction, reflected on the ledger of the Toll Operator and showing Customer uses of the Project and other activity on a Customer Account.

“Development Agreement” has the meaning specified in the Recitals hereto.

[To be confirmed by KYTC] [“Eligible Investments” means any one or more of the following investments, if and to the extent the same are then legal investments under the applicable laws of the State for moneys proposed to be invested therein:

(i) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America;

(ii) Federal Housing Administration debentures;

(iii) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities that are purchased at prices exceeding their principal amounts);

(iv) Farm Credit Bank consolidated system-wide banks and notes;

(v) Federal Home Loan Banks consolidated debt obligations;

(vi) Federal National Mortgage Association senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities that are purchased at prices exceeding their principal amounts);

(vii) unsecured certificates of deposit, time deposits and bankers’ acceptances of any bank the short-term obligations of which are rated “A-1” or better by S&P having an original maturity of not more than 360 days;

(viii) commercial paper (having original maturities of not more than 270 days) rated “A-1” by S&P and “Prime-1” by Moody’s;

(ix) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust

company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;

(x) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least \$5 million; and

(xi) money market funds rated “Aam” or “Aam-G” by S&P, which funds may be funds of the Trustee or its affiliates.]

“Fee Revenue Account” means the Master Custodial Account by that name established pursuant to Section 2.02(c) hereof.

“Fees” means fines, penalties, administrative fees, charges or other costs charged to a User in connection with a Toll or Toll collections and violation other than Tolls.

“Financial Transaction” means a transaction reflected on the ledger of the Toll Operator reflecting a Toll or Fee due from a Customer and payment of a Toll or Fee by a Customer.

“Financing Documents” means the IFA Project Trust Agreement and the Kentucky Bond Indenture.

“Gross Customer Deposits” means the amount of a gross Customer Deposit prior to the deducting of fees charged by a financial institution for credit or debit card transaction or account withdrawal.

“IFA” means the Indiana Finance Authority.

“IFA Project Trust Agreement” means the agreement by that name dated as of December 27, 2012 between the IFA and the IFA Project Trustee.

“IFA Project Trustee” means U.S. Bank National Association, as trustee, its successors and assigns.

“Indiana Revenue Share” has the meaning set forth in the Development Agreement.

“Indiana Revenue Share Account” has the meaning set forth in Section 2.02(f).

“Interlocal Agreement” has the meaning set forth in the Recitals hereto.

“Interoperable Customer Revenues Account” has the meaning set forth in Section 2.02(b).

“Joint Board” means the entity by that name established under the Interlocal Agreement and the Development Agreement.

“KPTIA” means the Kentucky Public Transportation Infrastructure Authority.

“Kentucky Bond Indenture” means the KPTIA 2013 General Trust Indenture between KPTIA and the Kentucky Bond Trustee dated as of _____, 2013 pursuant to which the Revenue Bonds and the Kentucky TIFIA Loan were issued.

“Kentucky Bond Trustee” means The Bank of New York Mellon Trust Company, N.A., its successor and assigns.

“Kentucky Revenue Share” has the meaning set forth in the Development Agreement.

“Kentucky Revenue Share Account” has the meaning set forth in Section 2.02(g).

“Master Custodial Account” has the meaning set forth in Section 2.02.

“Other Revenues” means all Toll Revenues, including Tolls and Fees, other than Prepaid Tolls and Third Party Transponder Revenues.

“Other Revenues Account” has the meaning set forth in Section 2.01(b).

“Person” means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or governmental instrumentality or entity.

“Post-Pay Toll Revenues Account” has the meaning set forth in Section 2.02(d).

“Prepaid Customer Accounts” means Customer Accounts on a ledger maintained by the Toll Operator reflecting prepaid Customer Deposits showing balances of each customer available to apply to the payment of a Toll upon use of the Project.

“Prepaid Tolls” means Customer Deposits which have become Toll Revenues by virtue of a use or uses of the Project.

“Prepaid Tolls Account” has the meaning set forth in Section 2.02(a).

“Project” means the Louisville-Southern Indiana Ohio River Bridges Project.

“Rating Agency” means any of Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., Moody’s Investors Service, Inc., or Fitch Investors Service, Inc. or any other entity providing similar services and having comparable market recognition, or any of their respective successors.

“Revenue Bonds” means bonds or notes issued by KPTIA under the Kentucky Bond Indenture, including bonds evidencing any TIFIA loans.

“Revenue Control Manager” means [_____], its successors and assigns, who shall perform the functions and fulfill the duties therefor set forth in this Agreement and in the Revenue Manager Procurement.

“Revenue Manager Procurement” means the toll oversight advisor procurement, undertaken by KYTC on behalf of the Joint Board, including its Revenue Manager Services Agreement with the Revenue Control Manager and any successor procurement.

“Third-Party Transponder Issuer” means any Person, other than the Toll Operator or Joint Board (or any member entity acting on behalf of the Joint Board), that has issued a Transponder to a User and that participates with the Joint Board (or any member entity acting on behalf of the Joint Board) in interoperability protocols, agreements and arrangements, including clearinghouse arrangements.

“Third-Party Transponder Revenues” means amounts received by the Toll Operator or Custodian for deposit into the Interoperable Customer Revenues Account from a Third-Party Transponder Issuer in consideration for the use of the Project by Users that have been issued a valid transponder by the Third-Party Transponder Issuer and which transponder has a valid status at the time that the Project was used.

“Toll Operator” means the initial Toll Services Provider under the Toll Services Agreement, its successors and assigns, and subsequent entities performing those functions under successor Toll Services Agreements.

“Toll Revenues Account” has the meaning set forth in Section 2.02(e).

“Toll Revenues” means the gross amount of all Tolls and Fees, collected through a collection and enforcement process with respect to the Project and shall also mean Toll Revenues as defined in the Development Agreement.

“Toll Services Agreement” means a toll operations agreement by that name entered into from time to time between or on behalf of the Joint Board and a Toll Operator, and initially shall mean the Toll Services Agreement dated as of [August 1, 2014].

“Tolls” means the charged assessed a User in connection with a crossing of one of the bridges comprising the Project.

“Tolls Due to Interoperable Agencies Account” has the meaning set forth in Section 2.02(h).

“Transponder” means a device issued by the Toll Operator, the Joint Board (or any member entity acting on behalf of the Joint Board) placed in or on a User’s vehicle in order to link it to the User’s account with the applicable Transponder Issuer.

“Transponder Holder” means a User (i) who holds a valid Transponder issued by the Toll Operator, the Joint Board (or any member entity acting on behalf of the Joint Board) or (ii) who has established another prepaid license plate or video tolling account for the Project.

“Transponder Issuer” means the Toll Operator, on behalf of the Joint Board, or the Joint Board or any member entity acting on behalf of the Joint Board, or any applicable Third-Party Transponder Issuer, as the case may be.

“Trustee” or “Trustees” means either or both, as the case may be, of the IFA Project Trustee or the Kentucky Bond Trustee.

ARTICLE II.

CASH MANAGEMENT ACCOUNTS AND MASTER CUSTODIAL ACCOUNTS

Section 2.01. Cash Management Accounts. The following cash management accounts (each a “Cash Management Account”) shall be established and maintained by the Custodian and held for the benefit of IFA and KPTIA, as lockbox or electronic lockbox accounts, pending transfers or refunds as described in this Agreement.

(a) Customer Deposits Account. There is hereby established a Cash Management Account designated the “Customer Deposits Account.” The Custodian shall deposit all Customer Deposits received by the Custodian (directly or through the Toll Operator) into the Customer Deposits Account. Neither Trustee, nor IFA, nor KPTIA shall have any claim on moneys on deposit in the Customer Deposits Account prior to the time if and when such moneys become Prepaid Revenues.

The Toll Operator shall maintain a ledger account showing Prepaid Customer Accounts for each Customer upon receipt of the initial Customer Deposit. Each Customer Deposit shall be credited on such ledger account with a balance equal to the Gross Customer Deposit, and the Customer shall be entitled to apply the Gross Customer Deposit against future Tolls due and payable.

(b) Other Revenues Account. There is hereby established a Cash Management Account designated the “Other Revenues Account.” The Custodian shall deposit moneys received by the Custodian (directly or through the Toll Operator) representing payments of Fees and Tolls, other than Prepaid Tolls and Third Party Transponder Revenues, into such account.

(c) Bi-State Contribution Account. There is hereby established a Cash Management Account to be held by the Custodian designated the “Bi-State Contribution Account” into which shall be deposited any contributions made by States’ Parties pursuant to Section 2.03(e).

Section 2.02. Establishment and Maintenance of Master Custodial Accounts. The following custodial accounts (each, a “Master Custodial Account”) shall be established and maintained by the Custodian and all funds received by the Custodian in connection with the Project shall be allocated and deposited into the respective Master Custodial Accounts as set forth herein:

(a) Prepaid Tolls Account. There is hereby established a Master Custodial Account designated the “Prepaid Tolls Account.” Pursuant to subsection 2.03(a) below, the Custodian shall transfer all available Prepaid Tolls from the Customer Deposits Account to all the Prepaid Tolls Account, pursuant to a Daily Reconciliation Certificate of the Toll Operator.

(b) Interoperable Customer Revenues Account. There is hereby established a Master Custodial Account designated the “Interoperable Customer Revenues Account.” Pursuant to Section 2.03(b) below, the Custodian shall deposit (or caused to be deposited), all Third Party Transponder Revenues received by the Custodian (directly or through the Toll Operator) into the Interoperable Customer Revenues Account, pursuant to a Daily Reconciliation Certificate.

(c) Fee Revenues Account. There is hereby established a Master Custodial Account designated the “Fee Revenues Account.” Pursuant to Section 2.03(c) below, the Custodian shall transfer moneys in the Other Revenues Account representing collections of Fees for deposit to the Fee Revenues Account, pursuant to a Daily Reconciliation Certificate.

(d) Post-Pay Toll Revenues Account. There is hereby established a Master Custodial Account designated the “Post-Pay Toll Revenues Account.” Pursuant to Section 2.03(c) below, the Custodian shall transfer moneys in the Other Revenues Account representing collections of Tolls, other than Prepaid Tolls and Third Party Transponder Revenues for deposit to the Post-Pay Toll Revenues Account, pursuant to a Daily Reconciliation Certificate.

(e) Toll Revenues Account. There is hereby established a Master Custodial Account designated the “Toll Revenues Account.” The Custodian shall, upon instruction from the Revenue Control Manager in the form of a Bi-Monthly Confirmation Certificate, debit (i) the Prepaid Tolls Account, (ii) the Interoperable Customer Revenues Account and (iii) the Fee Revenues Account and the Post-Pay Revenues Account in order to effect deposits into the Toll Revenues Account of Toll Revenues received from Users of the Project.

(f) Indiana Revenue Share Account. There is hereby established a Master Custodial Account designated the “Indiana Revenue Share Account.” The Custodian shall transfer the Indiana Revenue Share from the Toll Revenues Account into the Indiana Revenue Share Account on the 15th day and the last day of each calendar month, or if any such day is not a Business Day, the immediately preceding Business Day.

(g) Kentucky Revenue Share Account. There is hereby established a Master Custodial Account designated the "Kentucky Revenue Share Account." The Custodian shall transfer the Kentucky Revenue Share from the ORB Toll Revenues Account into the Kentucky Revenue Share Account on the 15th day and the last day of each calendar month, or if any such day is not a Business Day, the immediately preceding Business Day.

(h) Tolls Due to Interoperable Agencies Account. There is hereby established a Master Custodial Account designated the "Tolls Due to Interoperable Agencies Account". The Custodian shall (upon instruction from the Toll Operator in the form of a Daily Reconciliation Certificate), transfer moneys from the Customer Deposits Account to such account for use as provided in Section 2.04(a).

Section 2.03. Withdrawals and Transfers of Funds from Cash Management Accounts.

(a) On each Business Day, moneys in the Customer Deposits Account which have become Prepaid Tolls, as certified by the Toll Operator in its Daily Reconciliation Certificate, shall be transferred by the Toll Operator to the Custodian for deposit to the Prepaid Tolls Account, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(b) On each Business Day, moneys in the Customer Deposits Account which are due and payable to a Third Party Transponder Issuer, as certified by the Toll Operator in its Daily Reconciliation Certificate delivered to the Custodian and the Revenue Control Manager, shall be transferred by the Toll Operator to the Tolls due to Interoperable Agencies Account, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(c) On each Business Day, moneys in the Other Revenues Account shall be transferred by the Custodian for deposit in (i) the Fee Revenues Account and (ii) the Post-Pay Revenues Account, pursuant to the Daily Reconciliation Certificate delivered by the Toll Operator to the Custodian and the Revenue Control Manager, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(d) In the event the Toll Operator anticipates that moneys in any Prepaid Customer Account will become within the next sixty days insufficient to make the transfers required under Section 2.02(h), it shall notify the States' Parties that deposits will be required and the respective amounts thereof (calculated on a pro rata basis between the States), for the Bi-Monthly Contribution Account.

Section 2.04. Withdrawals and Transfers of Funds from Certain Master Custodial Accounts.

(a) Moneys shall be transferred from the Prepaid Tolls Account, the Interoperable Customer Revenues Account, the Fee Revenues Account and the Post-Pay Toll Revenues Account to the Toll Revenues Account as provided in Section 2.02(a)-(d) and (h), as the case may be.

(b) Moneys shall be transferred from the Toll Revenues Account to the Indiana Revenue Share Account and the Kentucky Revenue Share Account as provided in Section 2.02(e).

(c) On the first Business Day of each month, the Custodian shall transfer funds on deposit in the Indiana Revenue Share Account to the IFA Project Trustee, as provided in Section 2.02(f).

(d) On each month, the Custodian shall transfer funds on deposit in the Kentucky Revenue Share Account to the Kentucky Bond Trustee, as provided in Section 2.02(g).

Section 2.05. Benefit of Master Custodial Accounts and Cash Management Accounts. The Custodian covenants and agrees that all funds, when and as received by the Custodian and designated or otherwise directed for deposit into the Master Custodial Accounts and Cash Management Accounts will be received and held by the Custodian for the benefit of the IFA and, KPTIA and, to the extent provided herein, the Trustees hereunder, and will be deposited by the Custodian in the designated Accounts as provided herein. All funds delivered to the Custodian for deposit into such Accounts shall be disbursed, allocated and applied by the Custodian as provided herein, and accounted for separately and apart from all other money, funds, accounts or other resources of the Custodian. The Custodian does not have any interest in the Master Custodial Accounts and Cash Management Accounts but is serving as custodian of the same for KPTIA and IFA and to the extent provided herein, the Trustees. For the benefit of each Trustee, IFA and KPTIA acknowledge and agree that the custodial arrangements evidenced by this Agreement are for the purposes of facilitating the collection and disbursement of Toll Revenues that accrue from the operation of the Project for the purpose of paying all or a portion of the financing obligations incurred by IFA and KPTIA with respect to the Project under the Financing Documents.

Section 2.06. Security Interests and Payments.

(a) Security Interest of Secured Parties. The Custodian acknowledges that the Trustees are secured parties for Toll Revenues collected pursuant to this Agreement.

(b) No Other Security Interests. Except with respect to their rights hereunder, IFA and KPTIA confirm that they have not and will not grant any security interest in their rights under this Agreement to any Person other than the

Trustees. The Custodian hereby confirms that (i) it has no knowledge that IFA and KPTIA have created or suffered to exist any pledge or assignment of, lien on, or security interest in their rights under this Agreement (other than security interests contemplated by Section 2.07(a)), and (ii) if either at any time receives a written notice from any Person regarding any claim to the funds held by the Custodian under this Agreement, the Custodian will promptly notify IFA, KPTIA and the Trustees of such claim.

Section 2.07. Creation of Additional Master Custodial Accounts and Subaccounts. The Custodian shall, at the written direction of [Revenue Control Manager], establish such additional Master Custodial Accounts or subaccounts within any of the Master Custodial Accounts established under this Agreement as shall be specified in such written direction of [Revenue Control Manager], for the purpose of identifying more precisely the sources of payments into and disbursements from such accounts and subaccounts; but the establishment of any such additional accounts or subaccounts shall not alter or modify any of the requirements of this Agreement with respect to the deposit or use of the moneys in any Master Custodial Account established hereunder.

Section 2.08. Creation of Additional Operator Accounts and Subaccounts. The Custodian shall, at the written direction of [Revenue Control Manager], establish such additional Cash Management Accounts or subaccounts within any of the Cash Management Accounts established under this Agreement as shall be specified in such written direction of [Revenue Control Manager], for the purpose of identifying more precisely the sources of payments into and disbursements from such accounts and subaccounts; but the establishment of any such additional accounts or subaccounts shall not alter or modify any of the requirements of this Agreement with respect to the deposit or use of the moneys in any Cash Management Account established hereunder.

Section 2.09. Bi-State Contribution Account. In the event that funds on deposit in the Customer Deposits Account allocable to a principal customer account are not insufficient to make a transfer required under Section 2.03(e) hereof, the Toll Operator shall direct the Custodian to apply moneys on deposit in the Bi-State Contribution Account to satisfy such deficiency.

ARTICLE III.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. Accounting Records and Statements of Custodian. The Custodian will keep proper accounting records in which complete and correct entries shall be made of all transactions made by it relating to the receipt, deposit and disbursement of funds into the Master Custodial Accounts and Cash Management Accounts, and any other funds received by Custodian hereunder and such accounting records shall be available for inspection by IFA, KPTIA[, the Revenue Control Manager and the Toll Operator] on any Business Day upon reasonable written notice at reasonable hours and

under reasonable conditions prescribed by the Custodian. On each Business Day, the Custodian will furnish to IFA, KPTIA[, the Revenue Control Manager and the Toll Operator] a statement covering all receipts of the Custodian for deposit into the Master Custodial Accounts and Cash Management Accounts and all transfers from and into the Master Custodial Accounts and Cash Management Accounts and disbursements from the Master Custodial Accounts and Cash Management Accounts for the preceding Business Day. Such statements will identify all individual payments received by the Custodian for deposit to the Master Custodial Accounts and Cash Management Accounts, including the amount and source of payment. The Custodian will keep a copy of all records and statements required under this Agreement for a period of seven (7) years or such other period based on the Custodian's record retention policies as reasonably approved by the Toll Operator.

The Custodian shall comply with all requirements of the State of Indiana, Commonwealth of Kentucky and federal laws relating to maintaining the confidentiality of all customer account information.

Section 3.02. Representations, Warranties and Covenants of Custodian. The Custodian hereby represents and warrants and covenants the following in respect of the Master Custodial Accounts:

(a) Custodian as Securities Intermediary. The Custodian is acting as securities intermediary (as defined in [Section 8102(a)(14)] of the Indiana Commercial Code) in connection with the Master Custodial Accounts and Cash Management Accounts.

(b) Securities Account. Each Master Custodial Account and Cash Management Account has been, or will be when required, established in the manner contemplated by this Agreement and will be a "securities account" as defined in [Section 8501] of the Indiana Commercial Code.

(c) Financial Asset. Each item of property (whether investment property, financial asset, security, instrument, cash or other property) credited to any Master Custodial Account and Cash Management Account shall be treated as a "financial asset" within the meaning of [Sections 8102(a)(9) and 8103] of the Indiana Commercial Code, and all such financial assets (except cash) credited to any Master Custodial Account and Cash Management Account will be registered in the name of the Custodian, endorsed to the Custodian or in blank or credited to another securities account maintained in the name of the Custodian and in no case will any financial asset credited to any Master Custodial Account and Cash Management Account be registered in the name of the Toll Operator or any other Person, payable to the order of the Toll Operator or any other Person, or specially endorsed to the Toll Operator or any other Person.

(d) Jurisdiction of Custodian as Securities Intermediary. For purposes of [Section 8110(e)] of the Indiana Commercial Code, the jurisdiction of the

Custodian, in its capacity as securities intermediary in respect of the Master Custodial Accounts and Cash Management Accounts, is the State of Indiana.

(e) Entitlement Holders. The sole entitlement holder[s] for each Master Custodial Account and Cash Management Accounts shall be IFA[, KPTIA and the Trustees], provided that in exercising any rights as entitlement holders, IFA[, KPTIA and the Trustees] shall be limited by the provisions herein included for the benefit of the Trustees, including the rights of Trustees to deliver a Certificate of Certificate of Trustee, as applicable, as herein described.

(f) Entitlement Orders. The Custodian shall promptly make the deposits, withdrawals, and payments contemplated to be made into or from the Master Custodial Accounts and Cash Management Accounts. For purposes of this Agreement, the Custodian shall treat each Certificate of IFA, Revenue Control Manager, Toll Operator, KPTIA or a Trustee contemplated hereby as an entitlement order (within the meaning of [Section 8102(a)(7)] of the Indiana Commercial Code) relative to the Master Custodial Accounts and Cash Management Accounts, but only to the extent the instructions included in such entitlement order are consistent with the terms of this Agreement relating to the withdrawal and use of funds on deposit in the Master Custodial Accounts and Cash Management Accounts. The Custodian shall be entitled to rely on such entitlement orders in order to effect the payments to be made to the Trustees hereunder, provided that the instructions included in such entitlement orders are consistent with the terms of this Agreement relating to the withdrawal and use of funds in the Master Custodial Accounts and Cash Management Accounts.

ARTICLE IV.

TOLL OPERATOR DUTIES

Section 4.01. Duties. In addition to duties set forth in the Toll Services Agreement, the Toll Operator shall:

(a) maintain a ledger or ledgers (including sub-ledgers) showing all Financial Transactions and Data Transactions with respect to the Project, including:

- (i) record of Customer Deposits,
- (ii) record of electronic Toll collections,
- (iii) record of Tolls due from other tolling agencies for LSIORB customers use of their facilities,
- (iv) record of open post-pay Customer Accounts, and
- (v) record of Customer refunds.

(b) maintain a ledger or ledgers (including sub-ledgers) regarding activity with respect to all Customer Accounts.

(c) maintain ledger or ledgers (including sub-ledgers) in Prepaid Customer Accounts showing available balances for application to Tolls due.

(d) perform daily reconciliation of Financial Transactions and Data Transactions with respect to Customer Accounts.

(e) deliver Daily Reconciliation Certificates with respect to transfers to and from Cash Management Accounts and Master Custodial Accounts in accordance with the reconciliations described in paragraph (d) above, and as required under Section 2.02(a)-(d), (h) and 2.03(d).

(f) deliver such other Certificates as required to provide the directions specified in Article II hereof.

(g) cooperate with the Revenue Control Manager in the performance of the latter's duties.

(h) perform daily roll forward of ledger balances from all Master Custodial Accounts [and Cash Management Accounts].

Section 4.02. Compensation for and Reimbursements to Toll Operator. Compensation for and reimbursement to the Toll Operator shall be as provided under the Toll Services Agreement, in accordance with and in the manner set forth therein.

ARTICLE V.

REVENUE CONTROL MANAGER DUTIES

Section 5.01. Duties. The Revenue Control Manager shall:

(a) confirm that fiscal records of the Joint Board are available for inspection, review, copying, or audit by representatives of the State of Indiana and/or the Commonwealth of Kentucky, or by other personnel authorized by the Joint Board;

(b) prepare twice-monthly internal reports to the Joint Board on the flow of funds managed by the Toll Operator on all Cash Management Accounts and Master Custodial Accounts;

(c) provide Bi-Monthly Confirmation Certificates as required in Section 2.02 hereof;

(d) maintain an accounting of Toll transactions, as well as Tolls payable and Tolls receivable tracking activity and balances; and

(e) provide monthly reporting of Toll Revenues, Tolls receivable and Tolls payable.

Section 5.02. Compensation for and Reimbursements to Revenue Control Manager. Compensation for and reimbursement to the Revenue Control Manager shall be as provided under the Revenue Manager Procurement, in accordance with and in the manner set forth therein.

ARTICLE VI.

THE CUSTODIAN

Section 6.01. Duties.

(a) The Custodian accepts the duties, covenants and obligations of the Custodian expressly provided in this Agreement upon the terms and conditions set forth in this Agreement, and no duty, covenant or obligation shall be implied herein or therein against the Custodian. The Custodian accepts the duties, covenants and obligations of the Custodian expressly provided in this Agreement upon the terms and conditions set forth in this Agreement, and no duty, covenant or obligation shall be implied herein or therein against the Custodian.

(b) The Custodian shall:

(i) open and maintain all accounts described in this Agreement;

(ii) provide the Revenue Control Manager and the Toll Operator access to appropriate records of accounts through the designated accounting system; and

(iii) coordinate with the Revenue Control Manager, the Toll Operator, and the Joint Board as necessary; and

Section 6.02. Compensation and Reimbursement. Compensation for and reimbursements to the Custodian shall be as provided under the Custodial Procurement, in accordance with and in the manner set forth therein.

Section 6.03. Waiver of Custodian Lien; Waiver of Custodian Set-off. The Custodian waives any security interest, lien or right to make deductions or setoffs that it may now have or hereafter acquire in or with respect to the Master Custodial Accounts and Cash Management Accounts, any financial asset credited thereto or any security entitlement in respect thereof (except as expressly set forth in the parenthetical phrase in the immediately succeeding sentence). Neither the financial assets credited to the Master Custodial Accounts and Cash Management Accounts nor the security entitlements in respect thereof will be subject to deduction, set-off, banker's lien, or any other right in favor of any person (except that the Custodian may set-off funds in any Master Custodial Account to pay the face amount of any checks or automated

clearinghouse transactions that have been credited to any of the Master Custodial Accounts and Cash Management Accounts but are subsequently returned unpaid or reversed because of uncollected or insufficient funds).

ARTICLE VII.

LIMITATIONS OF WAIVER AND LIABILITY

Section 7.01. Non-Waiver. A waiver of any default or breach of duty or contract by the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Custodian, IFA, Revenue Control Manager or the Toll Operator to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator. If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned, then the Custodian, IFA, KPTIA, the Toll Operator, Revenue Control Manager and Trustees shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.02. No Liability by the Custodian. The Custodian will have no obligation or liability to any Person with respect to the performance by IFA, KPTIA, Revenue Control Manager or Toll Operator, as the case may be, required to be performed by IFA, Revenue Control Manager or Toll Operator, as the case may be, contained herein or in any other agreement to which it is a party.

ARTICLE VIII.

AMENDMENT OF OR SUPPLEMENT TO THIS AGREEMENT

Section 8.01. Amendment or Supplement. No amendment of or supplement to this Agreement shall be valid or effective unless in writing signed by IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Custodian with notice thereof given to the Trustees and KPTIA and, if such amendment or supplement would adversely affect the rights of any Trustee under this Agreement or any other agreement to which IFA, the Toll Operator, the Revenue Control Manager and KPTIA are parties, the prior written consent of such Trustee, if applicable. The Custodian shall not be obligated to determine whether an amendment or supplement would materially adversely affect the rights of any Trustee. In executing any amendment or supplement to this Agreement without the written consent of KPTIA or any Trustee, the Custodian shall be entitled to receive, and shall be fully protected in relying upon, Certificates of IFA, the Toll Operator, the Revenue Control Manager and KPTIA and opinion of counsel

stating that the execution of such amendment or supplement is authorized and permitted by this Section 8.01; but such right to rely, and such Certificate, shall have not be determinative of whether the amendment or supplement is valid or effective without such written consent.

ARTICLE IX.

MISCELLANEOUS

Section 9.01. Benefits of Custody Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than IFA, the Toll Operator, the Revenue Control Manager and KPTIA, the Custodian and the Trustees, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Custodian hereunder shall be for the sole and exclusive benefit of IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Trustees.

Section 9.02. Successor Deemed Included in all References to Predecessor. Whenever any Person or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in such Person or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of such Person or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.03. Content of Certificates.

(a) Every Certificate with respect to compliance with any agreement, condition, covenant or term contained herein shall include (i) a statement that the individuals signing and delivering such Certificate have the authority to do so and have read such agreement, condition, covenant or term and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

(b) Any Certificate may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the Person or individual making or giving such certificate knows that the opinion of counsel with respect to the matters upon which such certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information in the possession of IFA, KPTIA, the Toll Operator, the Revenue

Control Manager or the Custodian, upon a representation by an officer or officers of IFA, KPTIA, the Toll Operator, the Revenue Control Manager or the Custodian unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 9.04. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and mailed via certified mail (return receipt requested), telecopied (with written confirmation of receipt) or delivered (via courier service) as follows:

If to IFA:

One North Capitol, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director of the State of Indiana

If to KPTIA:

If to the Toll Operator:

If to the Custodian:

If to the Revenue Control Manager:

If to the Kentucky Bond Trustee:

If to the IFA Project Trustee:

Section 9.05. Investments.

(a) Amounts in each Cash Management Account [shall remain uninvested] [shall be invested in instruments described in clause (xi) of Eligible Instruments thereof].

(b) Amounts on deposit in each Master Custodial Account pursuant to this Agreement shall be invested in Eligible Investments that will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. All Eligible Investments shall be made in accordance with written directions that IFA and KPTIA jointly give from time to time to the Custodian. The Custodian may act as principal or agent in the acquisition or disposition of any such investment. The Custodian shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section 9.05. The Custodian is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. The Custodian may make any and all investments through its own bond or securities department or the bond or securities department of any affiliate of the Custodian.

(c) The Custodian may sell or present for prepayment any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Custodian shall not be liable or responsible for any losses resulting from any such investment sold or presented for prepayment.

(d) The Custodian may conclusively rely that any investment directed by IFA and KPTIA jointly is an Eligible Investment as required by this Agreement. The Custodian may act as depository, manager, advisor or sponsor with regard to any Eligible Investment.

(e) If either IFA or KPTIA receives brokerage confirmations of security transactions as they occur, it shall forward such confirmations to the Custodian. The Custodian shall furnish the Parties hereto monthly cash transaction statements as provided herein that include detail for all investment transactions made by the Custodian hereunder.

(f) In computing the amount in any Master Custodial Account, Eligible Investments shall be valued at market value, exclusive of accrued interest. The Custodian shall perform such valuation no more frequently than monthly.

(g) If at any time after investment therein an Eligible Investment ceases to meet the criteria set forth in the definition of Eligible Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Eligible Investment shall be sold or liquidated; provided Custodian shall not be responsible for determining whether such Eligible Investment has ceased to meet the criteria therefor and shall rely on instructions received by IFA and KPTIA jointly with respect such investments.

(h) Investment earnings and profit on amounts and investments held in the Master Custodial Accounts and Cash Management Accounts shall be deposited, when earned, into the Toll Revenues Account.

(i) To the extent relevant to any Account, IFA and KPTIA jointly shall be entitled to direct the Custodian with respect to the voting of any financial assets credited to such Accounts. In the absence of voting directions, the Custodian shall not be obligated to vote.

Section 9.06. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.07. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of IFA, KPTIA, a Secured Party, the Toll Operator, the Revenue Control Manager or the Custodian shall be contrary to law, then such agreement or agreements, such condition or conditions such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof.

Section 9.08. Indiana Law. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana.

Section 9.09. Effective Date. This Agreement shall become effective upon the date of its execution and delivery.

Section 9.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall

constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 9.11. Third-Party Beneficiaries. To the extent this Agreement confers upon or gives or grants to any Trustee any right, remedy or claim under or by reason of this Agreement, each such person is hereby explicitly recognized as being an intended, direct third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first written above.

_____, as Custodian

By: _____

Name: _____

Title: _____

_____, as Revenue Control Manager

By: _____

Name: _____

Title: _____

_____, as Toll Operator

By: _____

Name: _____

Title: _____

Signature Page to the Custody and Revenue Control Agreement for the Ohio River Bridges Project

INDIANA FINANCE AUTHORITY

By: _____
_____, Chairman

ATTEST:

Kendra W. York, Public Finance Director
of the State of Indiana

KENTUCKY PUBLIC TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: _____

Name: _____

Title: _____

*Signature Page to the Custody and Revenue Control Agreement for the
Ohio River Bridges Project*

Consented to and accepted by:

U.S. BANK NATIONAL ASSOCIATION, as
Indiana Project Trustee

By: _____

Name: _____

Title: _____

*Signature Page to the Custody and Revenue Control Agreement for the
Ohio River Bridges Project*

Consented to and accepted by:

_____, as
Kentucky Bond Trustee

By: _____

Name: _____

Title: _____

*Signature Page to the Custody and Revenue Control Agreement for the
Ohio River Bridges Project*

EXHIBIT P

FORM OF PERFORMANCE BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana (“IFA”), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board (“Joint Board”) to award a contract, has awarded to _____ (“Principal”) a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the “Project”) for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement (“Contract”) bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”) are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars (\$_____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, 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 Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal 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 Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal’s part to be kept and performed at the time and in the manner therein specified, if the Principal shall indemnify and save harmless the Principal, its directors, officers and agents, as therein

stipulated, and if the Principal shall reimburse upon demand of the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages, stipulated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, 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 Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover 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.

5. 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.

6. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board 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 Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Contract (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and the Joint Board, 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 contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are)

liable hereunder, the bonded sum.

7. **[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 the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants 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 written notice (by personal delivery or by certified mail, return receipt requested) to the Principal 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 (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[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.]

EXHIBIT Q
FORM OF PAYMENT BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA") as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars (\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, 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 Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.
2. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Contract, whether said labor be performed and said materials and supplies be furnished under the original Contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.
3. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be

performed with respect to the Project, 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 Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover 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.

4. **[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 the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants 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 written notice (by personal delivery or by certified mail, return receipt requested) to the Principal 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 (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[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.]

EXHIBIT R
FORM OF WARRANTY BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project]

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA"), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Contract bearing the date of _____ (the "Contract") to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition to System Acceptance (as defined in the Contract), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents after System Acceptance, including payment of claims, subcontractors, suppliers, materialmen and mechanics, as a condition to release of the Performance Bond and Payment Bond by Obligee;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars (**\$_____**) [*insert 20% of Performance Bond amount*] good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, 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 Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.
2. If the Principal 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 Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, including without limitation the fulfillment of all Warranties, and payment of

claims, subcontractors, materialmen and mechanics, and if the Principal shall indemnify and save harmless the Joint Board, its directors, officers and agents, as therein stipulated, and if the Principal shall reimburse upon demand of the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, 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 Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover 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.

5. This Bond shall inure to the benefit of all subcontractors, suppliers, materialmen and mechanics with respect to the work, other than entities having an equity interest in Principal, so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

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. The guarantees contained herein shall survive System Acceptance.

8. Whenever Principal shall fail to pay the lawful claims of any of the Persons identified in Item 5 above, with respect to the Work, then Surety shall pay for the same in an amount not to exceed the bonded sums.

9. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board 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 Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Agreement (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such

contractor or contractors and the Joint Board, 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 contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the bonded sum.

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 the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants 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 written notice (by personal delivery or by certified mail, return receipt requested) to the Principal 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 (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[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.]

EXHIBIT S-1

FORM OF MAINTENANCE PERFORMANCE BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA"), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition of System Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) during the Maintenance Term;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars (\$ _____) ***[Insert 100% of the then applicable 1 year Maintenance Price]*** good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, 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 Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.
2. If the Principal 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 Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, if the Principal shall indemnify and save harmless the Joint Board, its directors, officers and agents, as therein stipulated, and if the Principal shall reimburse upon demand of

the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages, stipulated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, 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 Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover 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.

5. 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.

6. The guarantees contained herein shall survive the expiration or termination of the Maintenance Term with respect to those obligations of Principal which survive such final completion.

7. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board 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 Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Agreement (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and the Joint Board, 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 contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the bonded sum.

8. **[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 the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants 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 written notice (by personal delivery or by certified mail, return receipt requested) to the Principal 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 (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[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.]

EXHIBIT S-2

FORM OF MAINTENANCE PAYMENT BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA") as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition of System Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars (\$ _____) ***[Insert 100% of the 1 year Maintenance Price]*** good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, 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 Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.
2. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Contract, whether said labor be performed and said materials and supplies be furnished under the original Contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, 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 Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover 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.

4. **[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 the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants 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 written notice (by personal delivery or by certified mail, return receipt requested) to the Principal 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 (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety (full legal name):

Address: _____

By: _____

Contact Name: _____

Phone: () _____

[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.]

EXHIBIT T

[Intentionally Not Used.]

EXHIBIT U
BUDGET FOR WALK-UP CENTERS BUILD-OUT

[To be inserted]

EXHIBIT V
LIST OF REIMBURSABLE MAJOR SPARE PARTS

[To be inserted]

EXHIBIT W
INITIAL OPERATING BUDGET

[To be inserted]

EXHIBIT X

DESIGNATION OF AUTHORIZED REPRESENTATIVES

Joint Board Authorized Representatives:

Clint Murphy

David Talley

TSP Authorized Representatives

Program Manager:

[Name]

TSP Representative for all issues

Project Manager – Installation:

[Name]

TSP Representative for Installation Work

Project Manager – Operations and Maintenance:

[Name]

TSP Representative of Operations and Maintenance Work

[List any other TSP Authorized Representatives]

[To be inserted]

EXHIBIT Y

FORM OF INVOICE CERTIFICATION

I, *[Program Manager] OR [Project Manager Installation with respect to Installation Work only] OR [Project Manager - Operations and Maintenance with respect to Operations Work and Maintenance Work only]*, certify that:

- Except as specifically noted in the certification, all Work, including that of Subcontractors and Suppliers, which is the subject of the invoice, has been checked and/or inspected for compliance with the Quality Management Plan;
- Except as specifically noted in the certification, all Work which is the subject of the invoice conforms to the requirements of the Contract Documents, Governmental Approvals and applicable law;
- The Quality Management Plan is functioning properly and being followed;
- All information reported in the Monthly Project Management Report and/or the Monthly Performance Requirements Report is true, accurate, and complete in all material respects;
- All Pass-Through Cost Items for which payment is claimed represent actual expenditures incurred during the period invoiced, all hours charged for personnel efforts for extended work represent actual personnel extended work efforts provided during the period invoiced at the contractually specified rates for such efforts;
- All Subcontractors, Suppliers and others who provided labor, equipment or supplies have been fully paid;
- TSP understands that the Project is financed in part by federally furnished funds, and that if TSP, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of Work performed or to be performed, or any false statement or representation as to a material fact in any statement, certificate, or report, TSP and such employee or agent may be subject to prosecution under the provisions of 18 U.S.C. Sections 1001 and 1020.

Date: _____

[Program Manager]

OR

[Project Manager Installation with respect to Installation Work only]

OR

[Project Manager Operations and Maintenance Program Manager with respect to Operations

Work and Maintenance Work only]

By: _____

Name: _____

Title: _____

EXHIBIT Z

FORM OF GUARANTY

**LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES
TOLL SERVICES PROJECT
GUARANTY**

This Guaranty (the "Guaranty") is made by [_____] ("Guarantor"), a [_____] in favor of the Indiana Finance Authority, on behalf of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board").

WHEREAS, [_____] a [_____] [*insert state of organization and legal entity*], as toll system provider ("Toll System Provider") and the Joint Board are parties to that certain Toll Services Agreement dated as of _____, 2015 (as amended from time to time, the "Contract"). Initially capitalized terms used herein without definition will have the meaning given such terms in the Contract;

WHEREAS, Guarantor is the direct or indirect parent of Toll System Provider, will receive substantial and direct benefits from the transactions contemplated by the Contract and has agreed to enter into this Guaranty to provide assurance for the full and prompt payment of Toll System Provider's obligations in connection with the Contract and to induce the Joint Board to enter into the Contract; and

WHEREAS, without this Guaranty, the Joint Board would not have entered into the Contract, in consideration of the Joint Board's execution of the Contract, Guarantor has agreed to execute this Guaranty, and the execution and delivery of this Guaranty is a condition to the Joint Board's further performance of its obligations under the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Subject to the limitation on Guarantor's liability set forth in Section 3 of this Guaranty, below, Guarantor hereby unconditionally and absolutely guarantees the full and prompt payment and performance when due of all the obligations of Toll System Provider arising out of, in connection with, under or related to the Contract, and each and every other document and agreement executed by Toll System Provider in connection with the consummation of the transactions contemplated by the Contract (or any Contract Document or other document and agreement executed by Toll System Provider in connection with consummation of the transactions contemplated by the Contract) may be amended or modified from time to time, including the obligation to pay

liquidated or other damages that may be owing under the Contract and including all costs of enforcement or collection of this Guaranty, including without limitation, all court costs and reasonable attorneys' fees (collectively, the "Guaranteed Obligations").

Guarantor expressly agrees that, to the extent Guarantor's obligations hereunder relate to obligations of the Toll System Provider which require performance other than the payment of money, the Joint Board may proceed against Guarantor to effect specific performance thereof (to the extent that such relief is available). Guarantor hereby covenants and agrees to assume or to procure the assumption of the Contract, and to perform or to procure the performance of all of the terms and conditions thereunder should the Contract be disaffirmed or rejected by a trustee or court in a bankruptcy proceeding involving the Toll System Provider, or, at the option of the Joint Board, Guarantor shall, in the event of the Toll System Provider's bankruptcy, make and enter into or have made and entered into, by one or more entities reasonably satisfactory to the Joint Board, new contract documents for the balance of the term of the Contract, which new contract documents shall be in form and substance identical to the replaced Contract.

2. Guaranty Absolute and Unconditional Obligation. This Guaranty is a guaranty of payment and performance and not of collection and is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred; whether or not recovery may be, or hereafter may become, barred by any statute of limitations or otherwise; provided, however, that this Guaranty shall not be enforceable against Guarantor to the extent (and only to the extent) it is determined or has been determined that the Guaranteed Obligations are not enforceable by a court of competent jurisdiction against Toll System Provider. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, the liability of Guarantor under this Guaranty shall be absolute and unconditional and Guarantor's obligations hereunder will not be released, discharged or otherwise affected irrespective of:

- (a) any lack of validity or enforceability of or defect or deficiency applicable to Toll System Provider in the Contract or any other documents executed in connection with the Contract; or
- (b) any change in, modification, extension or waiver of any of the terms or obligations of the Contract; or
- (c) any change in the time, manner, terms or place of payment of or in any other term of all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Contract or

any other Contract Document, agreement or instrument executed in connection therewith; or

- (d) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by the Joint Board to exercise, in whole or in part, any right or remedy held by the Joint Board with respect to the Contract or any transaction under the Contract; or
- (e) any change in the existence, structure or ownership of Guarantor or Toll System Provider, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Toll System Provider or its assets; or
- (f) the existence of any claim or set-off which Toll System Provider has or Guarantor may have against the Joint Board, whether in connection with this Guaranty or any unrelated transaction, except and only to the extent any claim or set-off is actually allowed by a court of competent jurisdiction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit; or
- (g) any release of Toll System Provider from any liability with respect to the Contract; or
- (h) any release or subordination of any collateral then held by the Joint Board as security for the performance by Toll System Provider of the Guaranteed Obligations.

This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Contract, Guaranteed Obligations or any part thereof or any instrument or agreement or Contract Document evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty, except and only to the extent such defenses are adjudicated or have been adjudicated by a court of competent jurisdiction.

The obligations of the Guarantor hereunder are several from Toll System Provider or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Joint Board, in order to enforce payment or performance by Guarantor under this Guaranty, to show any proof of Toll System Provider's default, to exhaust its remedies against Toll System Provider, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations, or to exhaust any

security or collateral and without the necessity of proceeding against Toll System Provider.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by the Joint Board upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Toll System Provider or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Toll System Provider or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. Liability of Guarantor.

- (a) The Joint Board may enforce this Guaranty upon the occurrence of a breach by Toll System Provider of any of the Guaranteed Obligations (following the expiration of any notice and cure period set forth in the Contract and applicable to such breach), notwithstanding the existence of any dispute between or among the Joint Board and Toll System Provider with respect to the existence of such a breach.
- (b) Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.
- (c) The Joint Board, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of Toll System Provider, if and as permitted by the Contract, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of

the Joint Board in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that the Joint Board may have against any such security, as the Joint Board in its discretion may determine, and (vi) exercise any other rights available to it under the Contract.

- (d) This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than infeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) with respect to the Guaranteed Obligations or any agreement or instrument executed pursuant thereto; (iii) the Joint Board's knowledge of or consent to the change, reorganization or termination of the corporate structure or existence of Toll System Provider; (iv) any defenses, set-offs or counterclaims Toll System Provider may allege or assert against the Joint Board in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except and only to the extent any defenses, set-offs, or counterclaims are actually allowed by a court of competent jurisdiction; and (v) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.
- (e) Subject to the limitation on the amount of Guarantor's liability set forth in this paragraph, it is the intent of the parties that the monetary amount of Guarantor's liability for the Guaranteed Obligations shall be limited to the maximum amounts set forth in the Contract that are applicable to the Toll System Provider. Any final determination by a court of competent jurisdiction with respect to any of the Guaranteed Obligations shall establish the limits of this Guaranty with respect thereto. Nothing in this Section 3 shall affect the enforceability of the Guarantor's waiver of defenses, subrogation rights, and reimbursement rights set forth in Sections 4, 5, 6, 7, and 9.

4. **Waiver.** This is a guaranty of payment and performance and not of collection. To the fullest extent permitted by law, Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation, renewal, extension, modification, accrual or existence of any of the Guaranteed Obligations and of any action by the Joint Board in reliance hereon or in connection herewith;
- (b) notice of the entry into the Contract between Toll System Provider and the Joint Board and of any amendments, supplements or modifications thereto; or any waiver of consent under the Contract, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any increase, reduction or rearrangement of Toll System Provider's obligations under the Contract or any extension of time for the payment of any sums due and payable to the Joint Board under the Contract;
- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations;
- (e) any right to require that the Joint Board exhaust any security held by the Joint Board at any time, and any requirement that suit be brought against, or any other action by the Joint Board be taken against, or any notice of default or other notice be given to, or any demand be made on Toll System Provider or any other person, or that the Joint Board exercise any right or remedy under the Contract or that any other action be taken or not taken before proceeding against Guarantor as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor;
- (f) any defense that may arise by reason of the incapacity, lack of authority, dissolution of, death or disability of, or revocation hereby by Guarantor or any other Person or the failure of the Joint Board to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;
- (g) any requirements of diligence or promptness on the part of the Joint Board;
- (h) except as specifically provided elsewhere in this Guaranty, any defense arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Toll System Provider or any other Person

from any cause other than indefeasible performance in full of the Guaranteed Obligations;

- (i) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation;
- (i) any defense based upon any act or omission of the Joint Board which directly or indirectly results in or aids the discharge or release of Toll System Provider, Guarantor or any security given or held by the Joint Board in connection with the Guaranteed Obligations; and
- (j) any and all suretyship defenses under applicable law including, but not limited to, any defense under Indiana Code 34-22-1; and
- (k) any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.

5. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly performed in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Toll System Provider that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Joint Board against the Toll System Provider, or any other security or collateral that the Joint Board now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor is subordinated to all of the Guaranteed Obligations until such time as all Guaranteed Obligations shall have been indefeasibly paid in full. Whenever and for so long as the Toll System Provider shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor without the prior written consent of the Joint Board. Any payment by Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for the Joint Board.

6. Waiver and Reservation of Defenses. Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Toll System Provider may have to any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Toll System Provider and other

defenses expressly waived hereby. Defenses waived hereby include without limitation the defenses waived pursuant to Section 3, Section 4, Section 5, and Section 10 hereof, and any defenses, set-offs or counterclaims Toll System Provider may allege or assert against the Joint Board in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except and only to the extent any defenses, set-offs, or counterclaims are actually allowed by a court of competent jurisdiction; and any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

7. Default; Cumulative Rights. The Joint Board may declare Guarantor in default under this Guaranty for any failure to fully perform and discharge its obligations and liabilities under this Guaranty. Guarantor and the Joint Board specifically agree that, in addition to any and all remedies at law or in equity that the Joint Board may have, the Joint Board shall be entitled to the remedy of specific performance of any of the provisions and obligations to be performed by Guarantor under this Guaranty and that the Joint Board shall be entitled to any other provisional remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief. All rights, powers and remedies of the Joint Board hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to the Joint Board, whether at law, in equity or otherwise.

8. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

If to the Joint Board:

All communications to the Joint Board shall be marked as regarding the Toll Services Agreement and shall be delivered as directed by the Joint Board's Project Management Consultant. The address for such communications shall be:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

In addition, copies of all notices regarding disputes, termination and default notices shall be delivered to the following persons:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: General Counsel
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

Kentucky Public Transportation Infrastructure Authority
Michael W. Hancock, Chairman
200 Mero Street
Frankfort, Kentucky 40622
Telephone: _____
Facsimile: _____
E-mail: _____

If to Guarantor:

[Guarantor Name]
[Guarantor Address:]
_____, _____
Attn: _____
Fax: (____) ____ - _____

With a copy to:

[_____]

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, Notices sent by facsimile after 4:00 p.m. ET and all other Notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.).

Either Guarantor or the Joint Board may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 8 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

9. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of the Joint Board to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and the Joint Board and their respective successors, permitted assigns, and legal representatives, but is not assignable by Guarantor without the prior written consent of the Joint Board, which consent may be granted or withheld in the Joint Board's sole discretion. Any assignment by Guarantor effected in accordance with this Section 10 will not relieve Guarantor of its obligations and liabilities under this Guaranty. The sale or other disposition of a majority in interest of the shares of Guarantor or the sale, transfer, or disposition (including by merger) of substantially all of the assets of Guarantor shall be deemed an assignment of this Guaranty subject to consent as required herein.

11. Amendments, Etc. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and the Joint Board. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the Joint Board. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. Captions and Construction. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

13. Representation and Warranties. The Guarantor represents and warrants as follows:

- (a) it is a [*insert type of entity*] company duly organized, validly existing, and in good standing under the laws of the State of _____.
- (b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Joint Board's rights and to general equity principles.
- (d) neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;
- (e) it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract or referred to therein, and the financial status of Toll System Provider and its ability to pay the Guaranteed Obligations;
- (f) it has reviewed and approved copies of the Contract and is fully informed of the remedies the Joint Board may pursue, with or without notice to Toll System Provider or any other Person, in the event of default of any of the [Contract] Obligations;
- (g) it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of Toll System Provider and will keep itself fully informed as to all aspects of the financial condition of Toll System Provider, the performance of the Guaranteed Obligations and all other circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.

Guarantor hereby waives and relinquishes any duty on the part of the Joint Board to disclose any matter, fact or thing relating to the business, operations or conditions of Toll System Provider now known or hereafter known by the Joint Board;

- (h) no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and
- (i). there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Person which challenges the validity or enforceability of this Guaranty.

14. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

- (a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Toll System Provider or by any defense which Toll System Provider may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Joint Board is not obligated to file any claim relating to the Guaranteed Obligations if Toll System Provider becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Joint Board so to file will not affect Guarantor's obligations under this Guaranty.
- (b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed

Obligations because it is the intention of Guarantor and the Joint Board that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve Toll System Provider of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay the Joint Board, or allow the claim of the Joint Board in respect of, any such interest accruing after the date on which such proceeding is commenced.

16. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana. Any suit must be brought in the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana. Developer hereby specifically consents to this jurisdiction.

17. Attorneys' Fees. Guarantor agrees to pay to the Joint Board forthwith upon demand, reasonable attorneys' fees and all costs and other expenses (whether by lawsuit or otherwise, and including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by or on behalf of the Joint Board in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

18. CONSENT TO JURISDICTION. GUARANTOR AND THE JOINT BOARD AGREE THAT ANY ACTION OR PROCEEDING TO RESOLVE A DISPUTE BETWEEN GUARANTOR AND THE JOINT BOARD CONCERNING THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE TERMS OF THIS GUARANTY MAY ONLY BE BROUGHT IN THE MARION COUNTY, INDIANA CIRCUIT/SUPERIOR COURT LOCATED IN MARION COUNTY, INDIANA OR U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA. EACH OF GUARANTOR AND THE JOINT BOARD ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. IF NOT A RESIDENT OF THE STATE OF INDIANA, GUARANTOR MUST APPOINT AND MAINTAIN AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF INDIANA.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this _____ day of _____, 2015.

[NAME OF GUARANTOR]

By: _____

Name: _____

Title: _____

EXHIBIT AA

PRE-EXISTING COTS AND TSP-DEVELOPED SOFTWARE LIST

[To be inserted]

EXHIBIT BB
CUSTOM SOFTWARE LIST

[To be inserted]

EXHIBIT CC

PAYMENT MILESTONES

1. Purpose

The following section details the scope of work for the Payment Milestones listed in the Price Sheets (Forms G-1 through G-17) included in Exhibit C to the Agreement. The descriptions are intended to be general in nature and are not intended to define compliance with the Technical Requirements and the other requirements of the Contract Documents. Nothing contained herein shall limit, waive or release the Toll System Provider from full compliance with the Technical Requirements and other requirements of the Contract Documents or its obligation to provide a fully functional TCS in accordance with the Contract Documents and the Technical Requirements.

The TSP may invoice on a monthly basis for each of the Payment Milestones listed below as completion of those Payment Milestones is reached. Intermediate and cumulative summary Payment Milestones shall not be invoiced separately but are shown to illustrate the cumulative price of the individual Payment Milestones comprising major categories of the Work.

Payment Milestone		Description
Item No RS-009	Intermediate Summary	Total Roadside Price (RS-009) = RS-001+RS-002+RS-003+RS-004+RS-005+RS-006+RS-007+RS-008
Payment Milestone RS-001	Roadside System Plan and Documentation	This Payment Milestone shall include any and all work necessary to develop and deliver the Roadside System Plan and Documentation. The Roadside Systems Plan and Documentation shall contain, at a minimum, an overview of the Roadside System, a description of the major tasks involved in the integration, including the overall resources that are needed to fully support the Installation Work. The Roadside System Plan and Documentation shall describe the roadside system design; roadside and CCTV related communications system components, Hardware and Software; installations plans and procedures for field installation, mounting requirements for readers, antennas, and CCTV related components; cable tray plans, cut sheets and installation plans; and any other Hardware, enclosures, communications or cabinet space required; power requirements for all roadside and CCTV related equipment; suggested security plans and/or keying for cabinets and CCTV equipment; electrical wiring plans and cabling plans and diagrams to

Payment Milestone		Description
		<p>support network, CCTV, and roadside equipment and their operations; manufacturers data, cut sheets, any submittals, maintenance instructions, manufacturer’s warranty information for all roadside and CCTV related equipment; an equipment list of all equipment necessary to provide an operational Roadside System and operational CCTV System; and maintenance of traffic plans and coordination documents to support installation. The Roadside Systems Plan and Documentation shall describe all interfaces required for system implementation, including an outline of the different types of integration tests conducted to ensure that the Roadside equipment and CCTV System and equipment is designed and operates according to the RFP and the Contract Documents. The Roadside System Plan and Documentation shall identify the roles and responsibilities of each TSP internal group responsible for the Project.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the Roadside System Plan and Documentation.</p>
<p>Payment Milestone RS-002</p>	<p>Roadside Hardware Equipment Purchase and Delivery</p>	<p>This Payment Milestone shall include all ordering, procuring, provisioning and delivering of necessary Hardware, conduits, wiring, cabling, brackets, enclosures, communications equipment, Software, and any critical monitoring equipment required for readers, antennas, and CCTV related equipment to make the Roadside System and CCTV Systems operational and meet the requirements of the Contract Documents.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the Hardware equipment purchase and delivery manifest and, if it so elects, the Joint Board’s visible inspection of the equipment at the approved Warehouse Facility and confirmation of delivery of the equipment.</p>
<p>Payment Milestone RS-003</p>	<p>Roadside Software License</p>	<p>This Payment Milestone shall include all work necessary to acquire and complete all Software Licenses (COTS or Customer) and shall include all Software licenses and support renewals for the Roadside System and associated roadside equipment, including active licenses and support renewals for the Roadside System and associated roadside equipment through the duration of the Contract Term.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of a current written inventory of all Software licenses that are in good standing.</p>

Payment Milestone		Description
Payment Milestone RS-004	Roadside Onsite Equipment Installation	<p>This Payment Milestone shall include all work necessary to integrate, install and test the Roadside System and the associated roadside equipment necessary to achieve Revenue Service.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the installed and commissioned equipment.</p>
Payment Milestone RS-005	Roadside Integration	<p>This Payment Milestone shall include all activities necessary to integrate the functional components of the Roadside System and the associated roadside equipment into the TSP Software application. This shall include all work necessary to install, configure, test and configure, and make operational, the Roadside System as identified in the Roadside System Plan and Documentation.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the Baseline Test without any “Priority 1 issues” as defined in TR Section TP.</p>
Payment Milestone RS-006	Roadside Training	<p>This Payment Milestone shall include all work necessary to (i) train the roadside maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by System Suppliers and development experts to operate and maintain the Roadside System and its associated equipment and (ii) provide the roadside maintenance staff and the Joint Board and its representatives with training manuals, including online training systems and/ or online training manuals if available.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the training sessions, delivery of training manuals, and review and approval of the training manuals.</p>
Payment Milestone RS-007	Roadside Go-Live	<p>This Payment Milestone shall include all work necessary for Roadside Go-Live and shall include: a) successful completion and Joint Board review and acceptance of the System Production Readiness Test, b) delivery to the Joint Board of an accurate and complete inventory of all Roadside System equipment delivered and installed, c) a complete and accurate listing of Major Spare Parts in the Major Spare Parts Inventory and the location thereof, d) a preventive maintenance schedule and the corresponding</p>

Payment Milestone		Description
		<p>components and location, and e) a set of current maintenance training manuals.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of all items described above.</p>
<p>Payment Milestone RS-008</p>	<p>Roadside System As-Built Documentation</p>	<p>This Payment Milestone shall include work necessary for the TSP to provide System As-Built Documentation. The TSP shall provide all details and plans consistent with Good Industry Practices and professional requirements.</p> <p>The TSP shall provide a binder containing equipment installation and maintenance manuals, warranty information, etc. for all installed equipment, and provide electronic (soft) copies of all such materials on CD or DVD with the binder.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of all System As-Built Documentation.</p>
<p>Item No. RS-017</p>	<p>Intermediate Summary</p>	<p>Total Network Price (RS-017)=RS-011+RS-012+RS-013+RS-014+RS-015+RS-016</p>
<p>Payment Milestone RS-011</p>	<p>Network System Plan and Documentation</p>	<p>This Payment Milestone shall include all work necessary to develop the Network System Plan and documentation as described in the TR Section TP and shall contain an overview of the Roadside Network System. The Network System Plan and documentation shall describe the major tasks involved in the network installation and integration, including all resources that are needed to fully support the installation and integration effort. The Network System Plan and documentation shall describe the network design, toll related network components, and all necessary Hardware and Software. It shall also provide input into the network design and confirming network communications requirements for the TCS. The Network System Plan and documentation shall describe all interfaces required for system implementation, including an outline of the different types of integration tests conducted to ensure that the roadside network equipment is designed and operates according to the Technical Requirements and other Contract Documents. The Network System Plan shall identify the roles and responsibilities of each TSP internal</p>

Payment Milestone		Description
		<p>group responsible on this Project. The Network System Plan and documentation shall provide installation plans and procedures for field installation and testing. It shall also include an equipment list of all equipment necessary to provide an operational Network System.</p> <p>The TSP may invoice the Joint Board for payment upon the Joint Board’s review and written approval of the Network System Plan and documentation.</p>
Payment Milestone RS-012	Network Hardware Equipment Purchase and Delivery	<p>This Payment Milestone shall include all work necessary for Hardware equipment purchase and delivery pricing including onsite roadside Network System equipment procurement, manufacture, fabrication, preparation, coordination and installation, satisfactory completion of required inspections by the TSP and Joint Board, inspection punch list, satisfactory completion of all punch list items, and final installation completion reports.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, Joint Board visible inspection of the equipment at the Warehouse Facility and confirmation of delivery of the equipment.</p>
Payment Milestone RS-013	Network Software License	<p>This Payment Milestone shall include all work necessary to acquire and complete all Software licenses and shall include all Software licenses and support renewals for the roadside equipment network and associated equipment, including active licenses and support renewals for the roadside Network System and associated roadside equipment through the duration of the Contract Term.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board review and written approval a current written inventory of all Software licenses that are in good standing.</p>
Payment Milestone RS-014	Network Onsite Equipment Installation	<p>This Payment Milestone shall include all work necessary to integrate, install and test the roadside Network System; its associated equipment, and all functional components into the TSP Software applications. This includes all activities, testing and inspections as identified in the Network System Plan and documentation as described in TR Section TP. This Payment Milestone includes all installation/setup of the network at the</p>

Payment Milestone		Description
		<p>Toll Gantries and at the BOS/CSC.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board review and written approval of installed and commissioned network equipment.</p>
Payment Milestone RS-015	Network Training	<p>This Payment Milestone shall include all work necessary to (i) train the network maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by System Suppliers and development experts to operate and maintain the roadside network and its associated equipment and (ii) provide the maintenance staff and the Joint Board and its representatives with training manuals, including online training systems and/or online training manuals if available.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the training sessions, delivery of any training manuals, and review and approval of the training manuals.</p>
Payment Milestone RS-016	Network System As-Built Documentation	<p>This Payment Milestone shall include all work necessary to prepare and submit a binder containing network equipment installation and maintenance manuals, warranty information, etc. for all installed Network System equipment and provide electronic (soft) copies of all such materials on CD or DVD with the binder.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of all items described in this Payment Milestone and all System As-Built Documentation.</p>
Item No. RS-024	Intermediate Summary	Total Generator Price (RS-024)= RS-019+RS-020+RS-021+RS-022+RS-023
Payment Milestone RS-019	Generator Plans, Cut Sheets and Documentation	<p>This Payment Milestone shall include all necessary services to develop and provide to the Joint Board, in written and soft copy in native format, submittals, reports, lane, network and communications diagrams, cut sheets shop drawings, inventory numbers and other such information, as it relates to emergency generators. The TSP shall provide a tentative bill of materials. The Hardware design shall identify how the Hardware components meet the Technical Requirements and Contract Documents, shall tabulate power</p>

Payment Milestone		Description
		<p>and environmental requirements, installation requirements, and servicing requirements, and shall indicate how the function of the Hardware component shall be monitored and tested.</p> <p>The TSP may invoice for this Payment Item after the Joint Board’s review and written approval of all items described in this Payment Milestone.</p>
Payment Milestone RS-020	Generator Equipment Purchase and Delivery	<p>This Payment Milestone shall include all necessary work to procure, purchase and deliver one (1) new generator per tolling point and at the following locations: Customer Service Center (if required), and each Walk-Up Centers (Indiana and Kentucky). Each generator shall be accompanied by:</p> <ul style="list-style-type: none"> • power panel and automatic transfer switch • backup generator • UPS • provisions for natural gas to the gantry sites <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of the generators inspected at the approved Warehouse Facility.</p>
Payment Milestone RS-021	Generator Onsite Equipment Installation	<p>This Payment Milestone shall include all necessary work to deliver and install one (1) new generator per tolling point and at the following locations: Customer Service Center (if required), and each Walk-Up Centers (Indiana and Kentucky).</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of the installed, tested and commissioned generator inspected at the respective sites.</p>
Payment Milestone RS-022	Generator Startup and Training	<p>This Payment Milestone shall include all work necessary for the generator startup and training and shall include but not be limited to training with respect to the regularly scheduled maintenance requirements, operating sequence, smart alarming, and fueling of the generators. The TSP shall ensure that the facility maintenance staff, the Joint Board and its representatives are trained by System Suppliers and</p>

Payment Milestone		Description
		<p>development experts, and provided with equipment manufacturer installation manuals and operation and maintenance manuals including online training systems and/or online training manuals, if available. The TSP shall provide a training report and the required manuals at the completion of training. All ancillary items to monitor the generator with camera or other support items shall be included in this pay item.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the generator startup per the manufacturer’s recommendation, completion of the generator training sessions, delivery of training manuals, and review and approval of the training manuals.</p>
Payment Milestone RS-023	Generator Equipment As-Built Documentation	<p>This Payment Milestone shall include all work necessary to develop, maintain, and deliver equipment Generator As-Built Documentation for the generators at each tolling point, at the Customer Service Center (if required) and each Walk-Up Centers (Indiana and Kentucky). It shall also include, but not be limited to, Hardware schematics, Software design flows, operations manuals, training manuals, and descriptions. The TSP shall maintain the Interface Control Documents (ICDs) as a part of construction submittals for generator, transfer switch, and propane tank to facilitate communications.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of the Generator As-Built Documentation described in this Payment Milestone.</p>
Item No. RS-028	Intermediate Summary	Total Changeable Message Sign (CMS) and Installation Price (RS-028)=RS-026+RS-027
Payment Milestone RS-026	Changeable Message Sign (CMS) Equipment Purchase and Delivery	<p>This Payment Milestone shall include all ordering, procuring, provisioning and delivering of necessary Hardware, conduits, wiring, cabling, brackets, enclosures, communications equipment, Software, and any critical monitoring equipment required for the changeable message signs to make the CMS operational and meet the requirements of the Contract Documents.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the Hardware equipment purchase and delivery manifest and, if it so elects, the Joint Board’s visible inspection</p>

Payment Milestone		Description
		of the equipment at the approved Warehouse Facility and confirmation of delivery of the equipment.
Payment Milestone RS-027	Onsite Equipment Installation of Changeable Message Sign (CMS)	<p>This Payment Milestone shall include all work necessary to integrate, install and test the changeable message sign and the associated equipment necessary to make the CMS operational and functional.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the installed and commissioned CMS equipment.</p>
Item No. RS-029	Cumulative Summary	Total Roadside, Network, Generator, and CMS Price (RS-029)=RS-009+RS-017+RS-024+RS-028
Item No. BO-008	Intermediate Summary	Total Back Office System Price (BO-008)= BO-001+BO-002+BO-003+BO-004+BO-005+BO-006+BO-007
Payment Milestone BO-001	Business Rules and Operational Requirements	<p>This Payment Milestone shall include all work necessary to develop, update and configure the TCS Business Rules for the BOS. This Payment Milestone includes all work required to define, develop and configure a set of rules established by the Tolling Body that details (i) how the Toll Collection System shall respond to various operating situations that occur during the toll collection process based on business case and policy decisions, and (ii) the treatment of those transactions throughout the account management and maintenance and violation enforcement phases of a transaction.</p> <p>The TSP shall submit documentation of the Business Rules and any updates that reflect how the approved Business Rules have been implemented into the TCS.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of the documentation (Business Rules) described in this Payment Milestone.</p>

Payment Milestone	Description
<p>Payment Milestone BO-002</p>	<p>Back Office System Plan and Documentation</p> <p>This Payment Milestone shall include the Back Office System Plan and documentation as described in the TR Section TP and shall contain an overview of the Back Office System. The Back Office System Plan and documentation shall describe the major tasks involved in the Back Office System installation and integration, including all resources that are needed to fully support the installation and integration effort. This Payment Milestone shall include all work necessary to develop, configure and implement the TCS BOS configuration as referenced in the TR Section TP including but not limited to: component configurations, drivers and switch settings, patch and release management. The TSP shall submit to the Joint Board, in hard copy and electronic copy, documentation identifying all configuration settings, and any subsequent changes using the configuration management system.</p> <p>This Payment Milestone includes all work necessary to develop and provide interface configurations for all TCS BOS components and tasks, including but not limited to the following items:</p> <ul style="list-style-type: none"> • Account management, initiation and maintenance • Automatic noticing and correspondence production and tracking • Transponder inventory and tracking • Interactive and fully integrated customer website, including a mobile device website • IVR, call management , and reporting, including Walk-Up Centers connectivity and interaction • Operational statistics for key performance indicators • Audit, reconciliation, and reporting, and • Customer management and marketing <p>The TSP shall submit to the Joint Board as-built internal interface configuration documents that include the current settings.</p> <p>This Payment Milestone includes all work necessary to develop and provide interface configurations for items including but not limited to the following:</p> <ul style="list-style-type: none"> • Retail toll account payment and Transponder sales

Payment Milestone		Description
		<ul style="list-style-type: none"> • Cash replenishment alternatives • Interoperable agencies and entities supporting interagency operations • Financial Institutions • Department of Motor Vehicles in Kentucky and Indiana and any other state identified by the Joint Board, and • Other sources of license plate identification <p>The TSP shall submit to the Joint Board as-built external interface configuration documents that include the current settings.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the Toll Collection System Configuration documentation as described in this Payment Milestone. The TSP may invoice this Payment Milestone upon the Joint Board’s review and written approval of all external and internal interface configurations as described in this Payment Milestone.</p>
Payment Milestone BO-003	Intermediate BOS Site Visit and Configuration Observation	<p>This Payment Milestone shall include all work necessary to support an intermediate TCS BOS site visit and TCS BOS configuration observation by the Joint Board in its current state at a time determined by the Joint Board. This Payment Milestone shall include all Work in support of the BOS site visit during the observation period(s). The TSP shall provide adequate staffing to answer questions and shall provide guidance, reports, and demonstrate items identified in the Technical Requirements.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s completion of a BOS site visit and demonstration of the current system configuration.</p>
Payment Milestone BO-004	BOS Software Licensing	<p>This Payment Milestone shall include all work required to procure, document and implement all Software licenses that are necessary for the BOS. This BOS Software licensing Payment Milestone shall include the execution and delivery to the Joint Board of a Software license agreement or sublicense between the licensor or sublicensor and the Joint Board or its designee(s), in form and substance satisfactory to the Joint Board, granting a perpetual, fully paid license to the Software for all equipment, Software and firmware</p>

Payment Milestone		Description
		<p>related to the Toll Collection System.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of a current written inventory of all Software licenses that are in good standing and delivery of all Software licenses that are required with respect to the BOS TCS.</p>
<p>Payment Milestone BO-005</p>	<p>BOS Customer Payment Channels Approval and Acceptance</p>	<p>This Payment Milestone shall include all work to develop and configure customer payment channels including, but not limited to credit card, debit card, automated clearing house, money order, cashier’s check, traveler’s checks, cash and other cash equivalents, to develop and configure the means to track payments from the various customer payment channels, and to establish methods of payment by notice and posting to Unregistered Video or Violation accounts.</p> <p>The TSP may invoice for this Payment Milestone after all required payment channels are developed and configured in the system as provided in this Payment Milestone, and the Joint Board’s review and written approval of all such payment channels and delivery of TSP’s documentation confirming the payment channels are configured in the BOS as required by the Technical Requirements and other Contract Documents.</p>
<p>Payment Milestone BO-006</p>	<p>Training for all BOS Operations</p>	<p>This Payment Milestone shall include all work necessary to (i) train the BOS maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by system suppliers and development experts to operate and maintain the BOS and its associated equipment and (ii) provide the BOS staff and the Joint Board and its representatives with user manuals for the BOS operations, including online training systems and/or online training manuals if available. The TSP shall provide to the Joint Board a training report that demonstrates staff was and is fully and properly trained, and invite the Joint Board to witness the training.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon the Joint Board’s review and written approval of the training sessions and the training reports and all required items mentioned above</p>

Payment Milestone		Description
Payment Milestone BO-007	BOS Go-Live	<p>This Payment Milestone shall include all work necessary to: a) prove that all performance measures are compliant with TR Section PR, b) provide a complete inventory of all BOS equipment required for the TCS, c) provide a complete listing of all Major Spare Parts that are required for the BOS, and confirm procurement of the items required by the Major Spare Parts inventory specified in the Technical Requirements, in the quantities required by the Contract Documents, and indicate where such Spare Parts are located, d) confirmation that a maintenance schedule (for system, operating and applications) patch and release management has been approved by the Joint Board, and e) provide the Joint Board with a complete set of current training, operations, and users manuals.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of items (a)-(e) above.</p>
Item No. BO-12	Intermediate Summary	Total Disaster Recovery Price (BO-12)=BO-10+BO-11
Payment Milestone BO-010	Disaster Recovery System Plan and Failover Documentation	<p>This Payment Milestone shall include any and all work necessary to develop and deliver the Disaster Recovery System Plan and Failover Documentation for the TCS as described in TR Section TP. The Disaster Recovery System Plan and Failover Documentation shall contain an overview of the DR failover plan and a description of the major tasks involved in the failover of the TCS in event of a disaster. The major tasks descriptions shall also identify the human, technological, financial, or other resources needed to fully support the failover efforts. The Disaster Recovery System Plan and Failover Documentation shall describe the DR system design; the location of the DR site, Hardware, Software, and all equipment at the DR site necessary to support failover operations; recovery management procedures for implementing and managing the recovery process; identification of key personnel, by name, email address, location and cell phone contact number directing/coordinating the recovery process; TCS business impact analysis; loss of service continuity; initial systems damage assessment checklist; description of redundant systems and failover processes; emergency contact lists; detailed procedures/processes to be used in the event of complete destruction of the primary facility host site; a recovery plan in the event of a lost gantry at a tolling site (i.e. a temporary lane recovery plan); and training in recovery of processes needed for long-term</p>

Payment Milestone		Description
		<p>business and systems continuity and a list of all equipment that must be purchased, procured, or acquired for the use of the Project to implement the disaster recovery and failover.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of all the Disaster Recovery System Plan and Failover Documentation.</p>
Payment Milestone BO-011	Disaster Recovery Hardware Equipment Purchase and Delivery	<p>This Payment Milestone shall include all work necessary to include all aspects of identifying, ordering, procuring, delivering, inspecting and testing of necessary Hardware, conduits, wiring, cabling, Hardware, brackets, enclosures, communications equipment, web database or application servers or servers for storage, applications, Software, and any critical monitoring equipment required to be on hand pursuant to the Disaster Recovery System Plan and Failover Documentation is located to ensure the DR system failovers may be implemented as and when needed so that the TCS continues to perform in accordance with and meet the Technical Requirements and all other requirements of the Contract Documents.</p> <p>The TSP may invoice the for this Payment Milestone upon the Joint Board’s review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, and Joint Board visible inspection and confirmation of delivery of the equipment.</p>
Item No. BO-13	Cumulative Summary	Total Back Office System and Disaster Recovery Price (BO-13)=BO-008 + BO-12
Item No. TO-007	Intermediate Summary	Total Toll Operations Center (TOC) Planning Price (TO-007)= TO-001+TO-002+TO-003+TO-004+TO-005+TO-006
Payment Milestone TO-001	MOMS Plan and Documentation	<p>The MOMS plan and documentation shall describe the major tasks involved in the MOMS system development, implementation, installation and integration, including all resources that are needed to fully support the installation effort. This Payment Milestone shall include all work necessary to develop, configure and implement the MOMS as referenced in the TR Section TP, including but not limited to: installation of all Hardware and Software, equipment, desks, furniture, staffing requirements, and associated equipment to successfully monitor the roadway and the Toll Collection System.</p>

Payment Milestone		Description
		The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the TOC System Plan and documentation.
Payment Milestone TO-002	TOC Hardware Equipment Purchase and Delivery	<p>This Payment Milestone shall include procurement and delivery of all necessary conduits, wiring, and cabling, Hardware, brackets, enclosures, communications equipment, Hardware, Software, telecommunications, monitors, desks, chairs, office incidentals, and any critical monitoring equipment required for the Toll Operations Center.</p> <p>The TSP may invoice the for this Payment Milestone upon the Joint Board’s review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, and the Joint Board’s visible inspection and confirmation of delivery of the equipment.</p>
Payment Milestone TO-003	TOC Software Setup and Installation	<p>This Payment Milestone shall include all work necessary to acquire and complete all Software licenses (COTS or Customer) and shall include all Software licenses and support renewals for the Toll Operations Center equipment and associated toll operations equipment, including systems, tools, firmware, etc. through the duration of the Contract Term.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval a current written inventory of all Software licenses that are in good standing.</p>
Payment Milestone TO-004	TOC Onsite Equipment Installation	<p>This Payment Milestone shall include all work necessary to complete the TOC onsite equipment installation, including but not limited to the installation and construction of any necessary facility changes, installation of TOC equipment described in TO-002 in the Technical Requirements and in the Contract Documents. This Payment Milestone shall include setup and configuration of any necessary buildings, equipment pads, access, and any other necessary items to install and operate the Toll Operations Center with the DB Contractor, the Developer and Other Joint Board Contractor(s).</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the</p>

Payment Milestone		Description
		installed, tested and commissioned onsite equipment for the Toll Operations Center.
Payment Milestone TO-005	TOC Training	<p>This Payment Milestone shall include all work necessary for the TOC training and shall include but not be limited to training with respect to the regularly scheduled maintenance requirements, operating sequence, smart alarming, incident management plans and associated notifications, and overall operations of the TOC. The TSP shall ensure that the TOC staff, the Joint Board and its representatives are trained by System Suppliers and development experts, and provided with operation and maintenance manuals including online training systems and/or online training manuals, if available. The TSP shall provide a training report that demonstrates staff was trained; the report shall identify any follow-up training required and proof of training assessments from all students who completed the training.</p> <p>The TSP may invoice for this Payment Milestone after the Joint Board’s review and written approval of the completed training sessions and delivery of training manuals.</p>
Payment Milestone TO-006	TOC System As-Built Documentation	<p>This Payment Milestone shall include all work necessary to develop and submit TOC As Built System Documentation. The TOC system As-Built Documentation shall include but not be limited to, Hardware schematics, Software design flows, operations manuals, training manuals, and descriptions.</p> <p>The TSP may invoice for this Payment Milestone upon the Joint Board’s review and written approval of the TOC As Built System Documentation.</p>
Item No. TO-010	Intermediate Summary	Total TOC Pre-Toll Operations and System Monitoring Price (TO-0010)= TO-009
Payment Milestone TO-009	TOC Pre-Toll Operations and System Monitoring (For 2 months)	<p>This Payment Milestone shall include work necessary to setup, operate and provide operational support required for Roadside System Revenue Service. This pay item requires full staffing and training of the Toll Operations Center and preparation for Revenue Service.</p> <p>The TSP may invoice the Joint Board on a monthly basis after the completion of the services described</p>

Payment Milestone		Description
	Prior to Revenue Service Date)	above and the Joint Board’s review and written approval of the previous month’s Project Management report.
Item No. TO-0011	Cumulative Summary	Total TOC Planning and TOC Pre-Toll Operations and system Monitoring Price (TO-0012)=TO-007 + TO-010
Item No. CS-003	Cumulative Summary	Total Customer Service Center (CSC) Pre-Toll Operations Price (CS-003)=CS-001+CS-002
Payment Milestone CS-001	Planning of CSC Prior to Pre-Toll Operations	<p>This Payment Milestone shall include all work to set up the Customer Service Center prior to the Pre-Toll Operations Period. This Payment Milestone shall include completion of all financial, personnel, benefits, management, oversight, acquisition, expansion, equipment, purchases, procurement, commodities, real estate, furniture, telephones, headsets, computers, Hardware, Software, licenses, training and training equipment, permits, network or phone expansions services, establishment of ongoing services required for operations, IVR expansion as needed, office incidentals, security requirements, expansion or addition of lockbox operations, etc. to support expanding an existing CSC to support the Project or opening the Project’s Customer Service Center prior to the Pre-Toll Operations Period to support a fully functional and operational CSC and comply with the Technical Requirements and requirements of the other Contract Documents.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone after completion of setup and planning services, and after the Joint Board has reviewed, approved in writing, inspected and verified that the TSP has achieved Pre-Toll Operations Readiness with respect to the CSC.</p>
Payment Milestone CS-002	Pre-Toll Operations	<p>This Payment Milestone shall include all work to operate, maintain and support the Pre-Toll Operations of the Project Customer Service Center for the Pre Toll Operations Period. This pay item shall include all necessary financial, personnel, benefits, management, oversight, acquisition, expansion, equipment, purchases, procurement, commodities, real estate, furniture, telephones, headsets, computers, Hardware, Software, licenses, training and training equipment, permits, network or phone expansions services, support services as needed, office incidentals, security requirements, expansion or addition of lockbox</p>

Payment Milestone		Description
		<p>operations etc. to provide a fully operational CSC with all capabilities mentioned in the Contract Documents. Anticipated required services for the Pre Toll Operations Period are 1) account management and maintenance services, 2) website services, 3) mailroom operations, 4) customer communications through phone, email and or text, 5) interoperability and reciprocity, 6) financial and lockbox operations, 7) transponder inventory and fulfillment 8) quality assurance and quality control, 9) training, 10) management, oversight and personnel services, 11) reporting, 12) security of information, 13) miscellaneous requirements, and 14) equipment in order to successfully establish and open toll patron accounts, fulfill Transponder requests, support marketing and outreach efforts, support customer calls and requests for information, support account management through IVR and website, answer calls regarding account information and road opening prior to tolling readiness and the revenue service date.</p> <p>The TSP may invoice the Joint Board on a monthly basis after the completion of services for the prior month and Joint Board review and approval of the previous month's Operations and Maintenance Report.</p>
Item No.PM-003	Intermediate Summary	Total Project Management Price (PM-003)=PM-001+PM-002
Payment Milestone PM-001	Pre-Toll Operations	<p>This Payment Milestone shall include all work required to manage the Project from award of the Contract until the date that TSP achieves Tolling Readiness. This Payment Milestone shall include all compensation to TSP for the oversight of the Project and management of the delivery of the TCS in compliance with all Technical Requirements and other requirements of the Contract Documents. The Contract Price component associated with this Payment Milestone includes all costs associated with project management, project executive staffing, overhead, home office overhead, profit, markup, benefits, support and administrative staffing, document production, schedule documentation, schedule generation, report generation, oversight, incidentals, travel, expenses, planning, organizing, resource allocation, and any other oversight related activities related to the delivery of the TCS by the TSP.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone on a monthly basis after the Joint Board</p>

Payment Milestone		Description
		has reviewed and provided written approval of the previous month's Project Management Report.
Payment Milestone PM-002	Startup Operations (12 months total)	<p>This Payment Milestone shall include all work related to the management of the Project from Tolling Readiness to one year after Tolling Readiness. The Contract Price component associated with this Payment Milestone shall include all compensation to TSP for the oversight of the Project and management of the delivery of the TCS by the TSP. The Contract Price component associated with this Payment Milestone shall include all costs associated with project management, project executive staffing, overhead, home office overhead, profit, markup, benefits, support and administrative staffing, document production, schedule documentation, schedule generation, report generation, oversight, incidentals, travel, expenses, planning, organizing, resource allocation, and any other oversight related activities related to the delivery of the TCS by the TSP.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone on a monthly basis and after the Joint Board has reviewed and provided written approval of the previous month's Project Management Report.</p>
Item No. PM-008	Intermediate Summary	Total Planning Document Price (PM-008)=PM-005+PM-006+PM-007
Payment Milestone PM-005	0-90 Days After NTP	<p>This Payment Milestone shall include the remaining Plans not included in individual Payment Milestones above which are due to the Joint Board 90 days after NTP and are located in the TR Section TP described as TP-008, TP-009, TP-010, TP-017, TP-018, TP-019 and TP-029.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon delivery of all Plans listed above and after Joint Board's review and written approval of all of the Plans.</p>
Payment Milestone PM-006	90-180 Days After NTP	This Payment Milestone shall include the Plans not included in individual Payment Milestones above which are due to the Joint Board 180 days after NTP and are located in the TR Section TP described as TP- 004, TP-005, TP-007, TP-011, TP-012, TP-013, and TP-028.

Payment Milestone		Description
		The TSP may invoice the Joint Board for this Payment Milestone upon delivery of all Plans listed above and after Joint Board's review, and written approval of all of the Plans other than the Plan described in TR Section TP-028.
Payment Milestone PM-007	Completion of System Acceptance Test	<p>This Payment Milestone shall include the remaining Plans not included in individual Payment Milestones above which are due to the Joint Board at the completion of the System Acceptance Test and are located in the TR Section TP-014.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon delivery of the Plan listed above and after the Joint Board's review and written approval of the Plan.</p>
Item No. PM-009	Cumulative Summary	Total Project Management and Planning Document Price (PM-009)=PM-003+PM-008
Item No. T-007	Cumulative Summary	Total End to End System Test Price (T-007)=T-001+T-002+T-003+T-004+T-005+T-006
Payment Milestone T-001	Baseline Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-020 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice for the Joint Board for this Payment Milestone upon the successful completion of the Baseline Test requirements and after the Joint Board has reviewed and approved in writing both the Baseline Test Plan and the results of a successful Baseline Test.</p>
Payment Milestone T-002	Pre-Production Controlled Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-021 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Pre-Production Controlled Test requirements and after the Joint Board has reviewed and approved in writing both the Pre-Production Controlled Test Plan and results of a successful Pre-Production Controlled Test.</p>

Payment Milestone		Description
Payment Milestone T-003	Back Office System Production Readiness Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-022 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Back Office System Production Readiness Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Production Readiness Test Plan and the results of a successful Back Office System Production Readiness Test.</p>
Payment Milestone T-004	System Production Readiness Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-023 for details and requirements for this Payment Milestone.</p> <p>For each of the 3 required System Production Readiness Tests, the TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the System Production Readiness Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Production Readiness Test Plan and the results of a successful System Production Readiness Test.</p>
Payment Milestone T-005	Operations Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-0023 for details and requirements for this Payment Milestone.</p> <p>For each of the 4 required Operations Tests, the TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Operations Test requirements and after the Joint Board has reviewed and provided its written approval of both the Operations Test Plan and results of a successful Operations Test.</p>
Payment Milestone T-006	System Acceptance Test	<p>This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-0024 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon (i) the successful completion of the System Acceptance Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Acceptance Test Plan and results of a successful System Acceptance Test, and (ii) satisfaction</p>

Payment Milestone		Description
		of all other conditions to Final Payment of the Total Toll Collection System Capital Price set forth in <u>Section 12.8.1</u> of the Agreement.
Item No. DM-003	Cumulative Summary	Total Data Mart Price (DM-003)= DM-001 or DM-002, whichever is the higher price
Payment Milestone DM-001	Option 1: Data Mart Copy	<p>This Payment Milestone shall include providing all Hardware, Software, equipment, the installation, labor, installation plan and the technical support necessary for the TSP to provide the Joint Board with a separate copy of the Transaction, account and other system data in the TCS on or before the Revenue Service Date and shall be continuously updated throughout the Contract Term. The Payment Milestone description is located in the Technical Requirements. Please refer to TR Sections SA-050, SA-051, and SA-052.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone after TSP has completed installation of a separate copy of the Project data and TSP has demonstrated to the Joint Board's satisfaction, as confirmed in writing by the Joint Board, that the Data Mart may be queried and such queries will result in generation of the Joint Board's desired reports.</p>
Payment Milestone DM-002	Option 2: ETL	<p>This Payment Milestone shall include all Hardware, Software, equipment, the installation, labor, installation plan and the technical support for the TSP to allow ETL Software to access the Transaction, account and other system data in the Toll Collection System on or before the Revenue Service Date from both a KYTC and an INDOT data system and shall be continuously updated throughout the Contract Term. This Payment Milestone description is located in the Technical Requirements. Please refer to TR Sections SA-050, SA-051 and SA-052.</p> <p>The TSP may invoice the Joint Board for this Payment Milestone upon TSP's demonstration to the Joint Board's satisfaction, as confirmed in writing by the Joint Board, that TSP has completed the work necessary to establish the ETL's ability to access the above described data in a manner that will allow the ETL to query the database and such queries will result in generation of the Joint Board's desired reports.</p>

Payment Milestone		Description
Item No. BI-005	Intermediate Summary	Bonds Price (BI-005)= BI-001+BI-002+BI-003+BI-004
Payment Milestone BI-001	Installation Payment Bond	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-002	Installation Performance Bond	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-003	Operations and Maintenance Bond	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone	Warranty Bond	<p>This Payment Milestone shall include the pay item description located in the Agreement. Please refer to Agreement Section 8.1.3 for details and requirements for this Payment Milestone.</p>

Payment Milestone		Description
BI-004		The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this bond after submittal of the bond to the Joint Board in the required form, or confirmation of reduction of the amount of the existing Payment and Performance Bonds to 20% of the Total Toll Collection System Capital Cost for the duration of the Warranty term, and the Joint Board’s confirmation of coverage, verification, review and written approval of the bond.
Item No. BI-014	Intermediate Summary	Insurance Price (BI-014)=BI-007+BI-008+BI-009+BI-010+BI-011+BI-012+BI-013
Payment Milestone BI-007	Commercial General Liability	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.1 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone, after submittal of a copy of the coverage in form acceptable to the Joint Board the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-008	Worker’s Compensation Insurance	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.2 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-009	Business Automobile Liability Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.3 for details and requirements for this Payment Milestone.

Payment Milestone		Description
		The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.
Payment Milestone BI-010	Umbrella or Excess Liability Insurance	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.4 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-011	Cyber Liability Insurance	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.5 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>
Payment Milestone BI-012	Crime Insurance	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.6 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>

Payment Milestone		Description
Payment Milestone BI-013	Professional Liability Insurance	<p>This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.7 for details and requirements for this Payment Milestone.</p> <p>The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in <u>Exhibit C</u> to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board’s confirmation and written approval of the coverage.</p>

Payment Milestone		Description
Item No. BI-015	Cumulative Summary	Total Bonds and Insurance Price (BI-015)=BI-005+BI-014
Item No. OMR-004	Intermediate Summary	Annual Roadside Operations (OMH-004)=OMH-001* OMR-002 *OMR-003, for each column C through F
Payment Milestone OMR-001	Roadside Operations and Maintenance Per Lane Per Month	<p>This Payment Milestone shall include all work required to operate and maintain roadside equipment measured on a per lane per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain roadside equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for Roadside Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.</p>
Item No. OMR-005	Intermediate Summary	Total Roadside Operations and Maintenance Price Per Contract Term (OMR-005)= OMR-004 (Column C)+ OMR-004 (Column D) + OMR-004 (Column E) + OMR-004 (Column F) + OMR-004 (Column G) + OMR-004 (Column H) + OMR-004 (Column I)
Item No. OMR-009	Intermediate Summary	Annual CMS Operations (OMH-009)=OMR-006*OMR-007*OMR-008, for each column C through F
Payment Milestone OMR-006	Changeable Message Sign (CMS) Operations and Maintenance Per Sign Per Month	<p>This Payment Milestone shall include all work required to operate and maintain all changeable message signs and their associated equipment measured on a per sign per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain all changeable message signs and their associated equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p>

Payment Milestone		Description
		The TSP may invoice the Joint Board for CMS Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMR-010	Cumulative Summary	Total CMS Operations and Maintenance Price Per Contract Term (OMR-010)= OMR-009 (Column C)+ OMR-009 (Column D) + OMR-009 (Column E) + OMR-009 (Column F)+ OMR-009 (Column G) + OMR-009 (Column H) + OMR-009 (Column I)
Item No. OMR-0011	Cumulative Summary	Total Roadside and CMS Operations and Maintenance Price Per Contract Term (OMR-0011)= OMR-005+OMR-0010
Item No. OMN-003	Intermediate Summary	Annual Network Maintenance Price (OMN-003)=OMN-001*12 months for each Column C through I
Payment Milestone OMN-001	Network/WAN/LAN/ Maintenance Per Month	<p>This Payment Milestone shall include all work required to operate and maintain Network/WAN/LAN equipment measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain Network/WAN/LAN equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for Network/WAN/LAN/ Operations and Maintenance on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.</p>
Item No. OMN-004	Cumulative Summary	Total Network Maintenance Price Per Contract Term (OMN-004)= OMN-001*12 months for each Column C through I

Payment Milestone		Description
Item No. OMH-003	Intermediate Summary	Annual Back Office System (BOS) Hosting Price (OMH-003)=OMH-001*12 months for each Column C through I
Payment Milestone OMH-001	Back Office System (BOS) Hosting Price Per Month	<p>This Payment Milestone shall include all work required to host the Back Office System (BOS) measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to host the BOS other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for Back Office System (BOS) Hosting on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.</p>
Item No. OMH-004	Cumulative Summary	Total Back Office System (BOS) Hosting Price Per Contract Term (OMH-004)= OMH-003 (Column C)+OMH-003 (Column D) + OMH-003 (Column E) + OMH-003 (Column F) + OMH-003 (Column G) + OMH-003 (Column H) + OMH-003 (Column I)
Item No. OMB-003	Intermediate Summary	Annual Back Office System (BOS) IT Operations and Maintenance Price (OMB-003)=OMB-001*12, for each column C through I
Payment Milestone OMB-001	Back Office System (BOS) IT Operations and Maintenance Price Per Month	<p>This Payment Milestone shall include all Back Office System (BOS) IT Operations and Maintenance Work measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs for BOS IT Operations and Maintenance Work other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for Back Office System (BOS) IT Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's</p>

Payment Milestone		Description
		Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMB-004	Cumulative Summary	Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term (OMB-004)= OMB-003 (Column C)+OMB-003 (Column D) + OMB-003 (Column E) + OMB-003 (Column F) +OMB-003 (Column G) + OMB-003 (Column H) + OMB-003 (Column I)
Item No. OMT-003	Intermediate Summary	Annual TOC Operations and Maintenance Price (OMT-003)=OMT-001*12, for each Column C through I
Payment Milestone OMT-001	TOC Operations and Maintenance Fee Per Month	<p>This Payment Milestone shall include all work required to operate and maintain the TOC measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain the TOC other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for TOC Operations and Maintenance Price on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.</p>
Item No. OMT-004	Cumulative Summary	Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term (OMT-004)= OMT-003 (Column C)+OMT-003 (Column D) + OMT-003 (Column E) + OMT-003 (Column F) + OMT-003 (Column G) + OMT-003 (Column H) + OMT-003 (Column I)
Item No.OMC-003	Intermediate Summary	Annual Customer Service Center Operations and Maintenance Price (OMC-003)=OMC-001*12, for each Column C through I

Payment Milestone		Description
Payment Milestone OMC-001	Customer Service Center Operations and Maintenance Price Per Month	<p>This Payment Milestone shall include all work required to operate and maintain the CSC measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain the CSC other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.</p> <p>The TSP may invoice the Joint Board for CSC Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.</p>
Item No. OMC-004	Cumulative Summary	Total Customer Service Center (CSC) Operations and Maintenance Price Per Contract Term (OMC-004)= OMC-003 (Column C)+OMC-003 (Column D) + OMC-003 (Column E) + OMC-003 (Column F) + OMC-003 (Column G) + OMC-003 (Column H) + OMC-003 (Column I)

ATTACHMENT 3 TO EXHIBIT F
OF TOLL SERVICES AGREEMENT

General Decision Number IN150006 01/23/2015, IN6
Heavy and Highway Construction, Clark County, Indiana

>

General Decision Number: IN150006 01/23/2015 IN6

Superseded General Decision Number: IN20140006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White and Whitley Counties in Indiana.

* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

ASBE0008-004 07/01/2014

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES

	Rates	Fringes
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Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 29.05		14.27
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HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wettings, stripping, removal,
scrapping, vacuuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....\$ 24.50 12.45

ASBE0018-004 06/01/2014

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE,
FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON,
MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY,
TIPPECANOE, TIPTON, AND WARREN COUNTIES:

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....\$ 31.23 16.00
HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vacuuming, bagging
& disposing of all
insulation materials, whether
they contain asbestos or not,
from mechanical systems).....\$ 18.75 9.70

ASBE0037-004 04/01/2014

DAVISS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER,
SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials protective
coverings, coatings an
finishes to all types of
mechanical systems. Also the
application of firestopping,
material openings and
penetrations in walls,
floors, ceilings, curtain
walls and all lead abatement.)...\$ 29.99 16.32
HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all

insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 19.35 10.35

ASBE0041-002 03/01/2014

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.43	14.60
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 21.15	12.20

ASBE0051-003 04/01/2013

CLARKE, FLOYD, HARRISON and JENNINGS COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 24.92	11.85
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 19.35	10.35

ASBE0079-002 07/01/2008

RANDOLPH AND WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective		

coverings, coatings & finishings to all types of mechanical systems).....\$ 22.25	8.89
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 22.60	9.40

BRIN0003-001 06/01/2014

INDIANAPOLIS

BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN
and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....\$ 30.06		11.11
TERRAZZO FINISHER.....\$ 19.07		7.06
TERRAZZO WORKER/SETTER.....\$ 29.57		10.96
Tile & Marble Finisher.....\$ 19.96		7.07
Tile, Marble Setter.....\$ 28.98		10.85

BRIN0004-004 06/01/2014

FORT WAYNE

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND
WHITLEY COUNTIES:

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....\$ 28.96		12.53
Terrazzo Grinder Finisher.....\$ 24.84		9.13
Terrazzo Worker Mechanic.....\$ 29.22		11.29
Tile Setter & Marble Mason Mechanic.....\$ 26.44		11.10
Tile, Marble & Terrazzo Finisher.....\$ 21.64		9.10

BRIN0004-009 06/01/2014

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO,
OWENS, RIPLEY and SWITZERLAND COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....\$ 27.50		11.18
TERRAZZO FINISHER.....\$ 19.07		7.06
TERRAZZO WORKER/SETTER.....\$ 29.57		10.96
Tile & Marble Finisher.....\$ 19.96		7.07
Tile, Marble Setter.....\$ 28.98		10.85

 BRIN0004-010 06/01/2014

	Rates	Fringes
BRICKLAYER		
CLARK, FLOYD, & HARRISON		
COUNTIES		
BRICKLAYERS, STONEMASONS		
AND CEMENT MASONS.....	\$ 25.37	10.50
TILE, MARBLE AND TERRAZZO		
WORKERS.....	\$ 22.64	6.05
POSEY, VANDERBURGH AND		
WARRICK COUNTIES		
BRICKLAYERS, MASONS.....	\$ 29.02	13.37
TILE, MARBLE AND TERRAZZO		
WORKERS.....	\$ 25.72	11.34

 BRIN0004-015 06/01/2014

TERRE HAUTE
 CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,
 PUTNAM, SULLIVAN, VERMILLION and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS		
and POINTER/ CLEANER/CAULKER.....		
	\$ 28.68	13.72
CEMENT MASON (GREENE and SULLIVAN COUNTIES).....		
	\$ 27.78	11.02
CEMENT MASON (REMAINING COUNTIES).....		
	\$ 27.93	11.02
TERRAZZO FINISHERS.....	\$ 19.07	7.05
TERRAZZO WORKER.....	\$ 25.54	11.64
TILE AND MARBLE FINISHERS...\$	19.83	6.32
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....	\$ 25.54	11.64

 BRIN0004-016 06/01/2014

MUNCIE
 BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY,
 MADISON, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....		
	\$ 29.00	13.10
TERRAZZO FINISHER.....	\$ 19.07	7.06
TERRAZZO WORKER/SETTER.....	\$ 29.57	10.96
Tile & Marble Finisher.....	\$ 19.96	7.07
Tile & Marble Setter; Mosaic Worker.....	\$ 28.98	10.85

 BRIN0006-001 06/01/2014

MERRILLVILLE
 JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Marble Mason, Terrazzo Worker, Tile Layer, Pointer, Cle.....	\$ 36.12	20.20
Tile, Marble & Terrazzo Worker...	\$ 35.73	20.59

 BRIN0011-001 06/01/2014

LAFAYETTE
 BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and
 WHITE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 27.28	14.64
TERRAZZO FINISHER.....	\$ 19.07	7.06
TERRAZZO WORKER/SETTER.....	\$ 29.57	10.96
Tile & Marble Finisher.....	\$ 19.96	7.07
Tile & Marble Setter; Mosaic Worker.....	\$ 28.98	10.85

 BRIN0018-002 06/01/2014

CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE,
 MARSHALL, MIAMI, PULASKI, WABASH

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 27.61	13.55

 * CARP0107-010 01/01/2015

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON,
 KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 24.70	16.24

 CARP0108-002 11/01/2014

BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 26.39	16.14

 CARP0109-002 11/01/2014

DAVIESS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND
SULLIVAN COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 24.68	17.63

CARP0111-002 11/01/2014

BOONE, CLAY, FOUNTAIN, MONROE, MONTGOMERY, MORGAN, OWEN,
PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.63	16.94

CARP0111-003 11/01/2014

BARTHOLOMEW, BROWN, (Camp Atterbury south of Hospital Road),
DECATUR, FRANKLIN, JOHNSON (Townships of Blue River, Franklin,
Hensley, Needham, Nineveh, Union) , RUSH AND SHELBY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.19	16.94

CARP0111-004 11/01/2014

MARION COUNTY

	Rates	Fringes
CARPENTER.....	\$ 26.74	16.84

CARP0111-005 11/01/2014

BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH,
UNION AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.49	16.94

CARP0111-006 11/01/2014

HAMILTON, HANCOCK, HENDRICKS, JOHNSON (Townships of Clark, Camp
Atterbury north of Hospital Road, Pleasant, White River)

	Rates	Fringes
CARPENTER.....	\$ 26.74	16.94

* CARP0232-003 11/01/2014

ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.19	15.58

 CARP0999-001 06/01/2014

JASPER, NEWTON AND STARKE COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 37.42	25.10

 CARP0999-002 11/01/2014

CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND
 WARRICK COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 24.38	17.53

 CARP0999-004 11/01/2014

DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.88	17.03

 CARP0999-005 11/01/2014

CLARK, FLOYD, HARRISON, JEFFERSON, SCOTT AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.23	17.68

 CARP1031-012 06/01/2014

CLARK, FLOYD, HARRISON AND WASHINGTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 25.90	19.47

 ELEC0016-003 04/01/2014

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE,
 PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

	Rates	Fringes
ELECTRICIAN.....	\$ 35.67	14.57

ELEC0071-006 10/01/2013

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

ELEC0153-003 09/01/2014

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 25.00	13.77
ELECTRICIAN.....	\$ 31.13	19.31

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to , sound and voice transmission/transference systems, communication systems that transmit or receive information and /or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

ELEC0212-009 06/02/2014

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.74	16.45

ELEC0305-003 06/04/2014

ADAMS, ALLEN, DE KALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.18	14.86

ELEC0369-005 05/28/2014

CLARK, FLOYD, and HARRISON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.88	14.78

Line Construction:

Groundman.....	\$ 13.83	6.35
Lineman; Equipment Operator..	\$ 22.25	6.35

 ELEC0481-003 06/01/2014

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,
 JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM,
 RIPLEY, RUSH AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.80	17.35

 ELEC0668-002 06/01/2014

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.04	16.25

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day,
 July 4th, Labor Day, Veterans Day Thanksgiving Day and
 Christmas Day

 ELEC0702-003 07/01/2014

DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH
 COUNTIES

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	\$ 24.93	12.99
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment).....	\$ 31.56	14.91
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)...	\$ 35.97	16.19
LINEMAN.....	\$ 43.78	18.46

 * ELEC0725-003 12/01/2014

CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.21	16.52

 ELEC0725-007 09/01/2014

CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
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Communication Technician.....\$ 26.85 11.84

Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELEC0855-001 06/01/2014

FAYETTE, FRANKLIN, HENRY, RANDOLPH, UNION AND WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.80	13.68

ELEC0873-002 03/01/2013

CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.43	12.33

ELEC1393-001 12/01/2012

REMAINING COUNTIES

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR		
(Backhoes over 1/2 yard		
bucket capacity, cranes		
rated at 15 ton or more		
capacity) 95% J.L. rate.....	\$ 31.64	5.00+29%
GROUNDMAN TRUCK DRIVER.....	\$ 21.42	5.00+29%
GROUNDMAN, EQUIPMENT		
OPERATOR: Diggers, 5th		
wheel type trucks, crawler		
type, D-4 and smaller,		
bucket trucks and live		
boom type line trucks.....	\$ 25.84	5.00+29%
GROUNDMAN.....	\$ 20.57	5.00+29%
LINEMAN.....	\$ 33.53	5.00+29%

ELEC1393-002 12/01/2012

NEWTON COUNTY

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR		
(Backhoes over 1/2 yard		
bucket capacity, cranes		
rated at 15 ton or more		
capacity) 95% J.L. rate.....	\$ 31.64	5.00+29%

EQUIPMENT OPERATOR:

Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks.....	\$ 25.84	5.00+29%
GROUNDMAN TRUCK DRIVER.....	\$ 21.42	5.00+29%
GROUNDMAN.....	\$ 20.57	5.00+29%
LINEMAN.....	\$ 33.53	5.00+29%

ENGI0103-003 04/01/2013

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

REMAINING COUNITIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.25	14.65
GROUP 2.....	\$ 29.53	14.65
GROUP 3.....	\$ 28.61	14.65
GROUP 4.....	\$ 27.11	14.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earth mover, rubber-tired, tandem (\$0.50 per hour additional for each bowl); Elevating grader; Fork lift, 10 ton or over; P.C.C. formless paver post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic boom truck; keystone, skimmer scoop; Loader, self-propelled (belt, chain, wheel); Locomotive operator; Mechanic; Mucking machine; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Root rake, tractor-mounted; Self-propelled widener; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15

ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Digger post hole, power-driven; Fork lift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Operator, 1 through 4 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Power saw, concrete, power-driven; Pug mill; Pull broom, power-type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub grader; Tractaire, tractor, below 50 h.p.; Truck crane oiler, driver; Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0150-009 04/01/2014

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, and STARKE COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.15	22.40
GROUP 2.....	\$ 27.55	22.40
GROUP 3.....	\$ 26.25	22.40
GROUP 4.....	\$ 24.85	22.40
GROUP 5.....	\$ 21.60	22.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Guniting machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less;

Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Power Saw-Concrete (Power Driven); Slurry seal machine; Spike machine (RR); Sub-surface Material Distributor; Tamper (multiple vibrating, earth and sub-base material); Throttle valve; Throttle Valve and fireman combination on horizontal or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

GROUP 5: Skid steer loader under 3/4 cu. yds

 ENGI0150-039 06/01/2014

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.40	28.83
GROUP 2.....	\$ 38.60	28.83
GROUP 3.....	\$ 34.30	28.83
GROUP 4.....	\$ 32.10	28.83

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt plant; Autograde; Batch plant; Benoto (requires 2 engineers); Boiler and throttle valve; Boring machine (mining machine); Caisson rigs; Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tugger hoist and air compressor; Compressor and throttle; Concrete breaker (truck-mounted); Concrete conveyor; Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and under; Concrete pump with boom (truck-mounted); Concrete tower; Cranes and backhoes, all attachments; Cranes, Hammerhead tower; Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist, 2 tugger - one floor; Hydraulic boom truck; Locomotives, all; Motor patrol; Mucking machine; Pile driving and skid rig; Pit machines; Pre-stress machines; Pumpcrete and similar types; Rock drill, self-propelled; Rock drill, truck-mounted; Slip form paver; Straddle buggies; Tractor with boom and side boom; Trenching

machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination backhoe-endloader with backhoe bucket 1/2 cu. yd. and under; Engineer acting as conductor in charge of crew; Grader, elevating; Greaser engineer; Grouting machines; Highlift shovels or front endloader; Hoists, automatic; Corboy drilling machines; Hoists, all elevators; Hoists, tigger, single drums; Post hole digger; Roller, all; Scoops, tractor-drawn; Stone crushers; Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyor, portable; Steam generators; Tractor, farm and similar type; Air compressor, small, 150 and under, 1 to 5 not to exceed a total of 300 ft.; Air compressor, large, over 150; Combination, small equipment operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to exceed a total of 325 ft.; Pumps; Well points; Welding machines (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

ENGI0181-014 04/01/2014

HEAVY AND HIGHWAY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 31.50	14.15
GROUP B.....	\$ 28.85	14.15
GROUP C.....	\$ 26.72	14.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck,

Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Guniting machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

ENGI0181-015 04/01/2014

SEWER WATERLINE & UTILITY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON,

JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY,
 RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and
 WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 30.83	14.20
GROUP B.....	\$ 22.70	14.20

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

 ENGI0841-011 04/01/2013

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX,
 MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN,
 VERMILLIAN, VIGO, and WARREN COUNTIES

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 29.75	16.75+a
GROUP 2.....	\$ 23.50	16.75+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when

used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Gunite Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

- A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty- five cents (\$1.25) per hour above the regular rate.
- B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2014

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUTNTY), FAYETTE (W 1/3), FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE, MADISON, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 29.84	19.55

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Any

holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

IRON0044-010 08/27/2014

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS.....	\$ 23.09	18.25
ORNAMENTAL.....	\$ 25.65	18.25
STRUCTURAL, MACHINERY		
MOVERS, RIGGERS.....	\$ 25.65	18.25

IRON0070-002 06/01/2014

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 26.97	19.75

IRON0103-001 04/01/2013

DAVISS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK

	Rates	Fringes
IRONWORKER.....	\$ 27.82	16.555

IRON0147-004 06/01/2014

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.39	19.12

* IRON0290-004 06/01/2014

FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3) AND

WAYNE (REMAINDER OF COUNTY) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 26.73	19.50

IRON0292-005 06/01/2014

ELKHART, FULTON (North 2/3), KOSCIUSKO (Remainder of County),
LAGRANGE (West 1/3), MARSHALL, MIAMI (Northwestern Tip), NOBLE
(Northwestern Tip), PULASKI (Northeast Half), and STARKE
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.62	18.66

IRON0372-007 06/01/2013

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER),
FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND
(REMAINDER OF COUNTY) and JENNINGS (NE TIP) COUNTIES

	Rates	Fringes
IRONWORKER (Reinforcing) Beyond 30 miles of Hamilton County, Ohio Court House.....	\$ 26.95	18.00
Within 30 miles of Hamilton County, Ohio Court House.....	\$ 26.70	18.00

IRON0395-002 06/01/2014

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI
(NORTHWESTERN TIP) COUNTIES

	Rates	Fringes
IRONWORKER IRONWORKERS.....	\$ 39.50	26.27
SHEETER.....	\$ 39.75	26.27

LABO0041-005 04/01/2014

UTILITY CONSTRUCTION

JASPER AND NEWTON COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 30.07	12.80
GROUP 2.....	\$ 30.37	12.80
GROUP 3.....	\$ 31.07	12.80

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tving and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0081-003 04/01/2014

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.72	12.80
GROUP 2.....	\$ 30.02	12.80
GROUP 3.....	\$ 30.72	12.80

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade

checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0081-007 04/01/2014

UTILITY CONSTRUCTION

ALL REMAINING COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.62	12.80
GROUP 2.....	\$ 22.92	12.80
GROUP 3.....	\$ 23.62	12.80

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector;

Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tving and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0999-001 04/01/2014

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.62	12.80
GROUP 2.....	\$ 22.92	12.80
GROUP 3.....	\$ 23.62	12.80

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt

Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

PAIN0012-006 05/01/2014

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
PAINTER		
Bridges, Lead Abatement.....\$ 24.39		8.71
Brush & Roller,		
Paperhanger, Drywall Taping.\$ 23.39		8.71
Sandblasting, Waterblasting.\$ 24.14		8.71
Spray.....\$ 23.89		8.71

PAIN0027-005 06/01/2014

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....\$ 40.50		31.07

PAIN0047-005 06/01/2014

BARTHOLOMEW, BOONE, BROWN, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARION, MARTIN, MONROE, MORGAN, ORANGE, AND SHELBY COUNTIES

	Rates	Fringes
PAINTER		
BRIDGE WORK		
Brush & Roller.....\$ 25.43		12.43
Spray, Sandblaster,		

Waterblaster, Lead Based		
Paint Abatement.....	\$ 29.49	12.43
Brush, Roller.....	\$ 24.43	12.43
Spray and Sand-Blasting.....	\$ 25.43	12.43

PAIN0080-001 06/01/2014

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE
AND WARREN COUNTIES

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 23.85	13.80
Spray and Sandblasting.....	\$ 24.85	13.80

PAIN0091-007 06/01/2014

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 26.32	12.75
Spray.....	\$ 26.82	12.75

PAIN0118-005 06/01/2014

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND
WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Brush, Roller & Paperhanger.	\$ 22.93	12.02
Spray, Sandblast &		
Waterblast.....	\$ 23.93	12.02

PAIN0156-001 04/01/2014

DAVISS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER,
VANDEBURGH, AND WARRICK COUNTIES

	Rates	Fringes
Painters:		
BRUSH & ROLLER.....	\$ 27.20	12.51
DRYWALL FINISHERS.....	\$ 27.45	12.51
MASTICS, CREOSOTES KEWINCH		
KOATE, & COAL TAR EPOXY.....	\$ 28.20	12.51
SPRAY of MASTICS		
CREOSOTES, KWINCH KOATE,		
COAL TAR EPOXY.....	\$ 29.20	12.51
SPRAY, SANDBLAST, POWER		
TOOLS, WATERBLAST & STEAM		

CLEANING.....\$ 28.20 12.51

PAIN0197-001 06/01/2013

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND
VIGO COUNTIES:

Rates Fringes

Painters:

Brush & Roller.....	\$ 24.95	11.51
Sandblasting.....	\$ 26.95	11.51
Spray & Pot Man.....	\$ 25.45	11.51
Steel up to 30'.....	\$ 25.95	11.51

PAIN0387-004 11/01/2014

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

Rates Fringes

GLAZIER.....	\$ 25.00	12.60
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PAIN0460-004 06/01/2014

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

Rates Fringes

Painters:

Brush & Roller.....	\$ 33.99	21.28
Drywall Taping & Finishing..	\$ 34.79	21.28

PAIN0469-002 07/01/2013

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes

Painters:

101' & over.....	\$ 22.31	11.57
31' - 60'.....	\$ 21.71	11.57
61' - 100'.....	\$ 22.11	11.57
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 20.86	11.57
Lead Abatement.....	\$ 25.86	11.57
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 21.76	11.57
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 21.86	11.57

PAIN0669-001 04/01/2014

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY,

MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Brush; Roller;		
Paperhanging; Drywall		
Finishers.....	\$ 20.00	11.14
Spray/Waterblasting;		
Sandblasting.....	\$ 21.00	11.14

PAIN1165-014 07/01/2014

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,
SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 26.78	13.27

PAIN1165-017 07/01/2014

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 22.90	11.67

PAIN1165-018 07/01/2014

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 33.00	18.89

PAIN1165-019 07/01/2014

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and
STARKE COUNTY

	Rates	Fringes
GLAZIER.....	\$ 23.86	14.30

PAIN1165-022 07/01/2014

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY,
CLINTON, DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON,
HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON,
LAWRENCE, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN,
OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN,
TIPPECANOE, TIPTON, UNION, VIGO, VERMILLION, WARREN, WAYNE, and
WHITE COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 26.26	13.27

PLAS0075-001 06/01/2014

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.25	11.75

PLAS0101-001 06/01/2014

FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN 1/2):

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.57	11.50

PLAS0101-003 06/01/2014

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.38	11.94
PLASTERER.....	\$ 25.69	11.75

PLAS0438-003 06/01/2014

PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.01	22.15

PLAS0692-002 06/01/2014

AREA #46

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS, DUBOIS, GIBSON, HENDRICKS, JACKSON, JEFFERSON, JENNINGS, JOHNSON, KNOX, LAWRENCE, MARION, MARTIN, MONROE, MORGAN, ORANGE, OWEN, PARKE, PERRY, PIKE, POSEY, PUTNAM, SCOTT, SHELBY, SPENCER, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 25.04	12.98

PLAS0692-009 07/01/2014

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK
(Northern Part), JAY, MADISON and WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.00	12.44
PLASTERER.....	\$ 25.69	11.75

PLAS0692-011 07/01/2014

AREA #83

DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and
WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.00	12.44
PLASTERER.....	\$ 25.69	11.75

PLAS0692-015 06/01/2014

AREA #121

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (Northern
Part) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.85	14.60
PLASTERER.....	\$ 26.66	14.50

PLAS0692-018 06/01/2013

AREA #165

NEWTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.33	20.18

PLAS0692-022 06/01/2013

Southward on Rt. No. 49 to the JASPER, BENTON and WHITE County
lines, including the City Limits of Wheatfield, Rensselaer and
Remington, Indiana. To the West, the boundary of NEWTON County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #406.....	\$ 36.16	22.35

PLAS0692-023 06/01/2013

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.00	14.00

PLAS0692-027 04/01/2013

AREA #566

CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.75	14.41

PLAS0692-033 05/01/2013

BROWN, CLARKE, DEARBORN, FLOYD, FRANKLIN (SOUTHERN 1/2), JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #821.....	\$ 23.58	11.64

PLUM0136-003 10/01/2014

DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, and WARRICK COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.92	15.76

PLUM0157-002 07/01/2013

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.02	13.74

PLUM0166-001 07/01/2013

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 29.86	14.91

PLUM0166-002 07/01/2013

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 29.86	14.91

PLUM0172-001 06/03/2013

JASPER (S of the N. Side of the City of Rensselaer), MARSHALL,
PULASKI and STARKE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 30.50	17.53

PLUM0210-003 06/01/2014

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.37	20.21

PLUM0392-006 06/01/2014

DEARBORN, RIPLEY, OHIO AND SWITZERLAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

PLUM0440-002 12/01/2013

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD,
JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT
LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and
TIPTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.07	15.34

PLUM0440-004 12/01/2013

FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE
COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 34.07	15.34

PLUM0502-001 08/01/2013		

CLARK, FLOYD AND HARRISON COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.00	17.17

PLUM0597-004 06/01/2013		

JASPER (Excluding the city limits of Rensselear), AND NEWTON
(Entire County)

	Rates	Fringes
PIPEFITTER.....	\$ 46.00	26.63

ROOF0023-004 06/01/2014		

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and
STARKE COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 27.61	13.07
SLATE & TILE.....	\$ 28.11	13.07

ROOF0023-008 06/01/2014		

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 19.83	8.73
SLATE & TILE.....	\$ 20.33	8.73

ROOF0106-006 07/01/2012		

CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY,
PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 26.96	13.01
SLATE & TILE.....	\$ 27.46	13.01

ROOF0150-002 07/01/2012		

CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO

COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.50	10.07

SHEE0020-003 07/01/2012ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD,
HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS, and
WHITLEY COUNTIES

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 29.97	18.84

SHEE0020-010 07/01/2011BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE,
FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON,
JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MORGAN,
ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON
COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 31.72	17.75

SHEE0020-024 07/02/2012CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN,
VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 31.39	17.73

TEAM0135-003 04/01/2014

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.41	13.27
GROUP 2.....	\$ 27.46	13.27
GROUP 3.....	\$ 27.51	13.27
GROUP 4.....	\$ 27.56	13.27
GROUP 5.....	\$ 27.61	13.27
GROUP 6.....	\$ 27.66	13.27
GROUP 7.....	\$ 27.71	13.27
GROUP 8.....	\$ 27.76	13.27
GROUP 9.....	\$ 27.81	13.27
GROUP10.....	\$ 27.26	13.27
GROUP11.....	\$ 27.81	13.27

GROUP12.....\$ 27.91 13.27

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks; Articulating Dump

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT 3 TO EXHIBIT F
OF TOLL SERVICES AGREEMENT

General Decision Number KY150100 01/23/2015, KY100

Highway Construction, Jefferson County, Kentucky

>

General Decision Number: KY150100 01/23/2015 KY100

Superseded General Decision Number: KY20140100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0001-005 06/01/2014

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

Rates	Fringes
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BRICKLAYER.....	\$ 25.37	10.50
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BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

BRKY0007-004 06/01/2014

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 30.57	17.94

BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 04/01/2014

	Rates	Fringes
CARPENTER.....	\$ 27.50	14.96
Diver.....	\$ 41.63	14.96
PILEDRIVERMAN.....	\$ 27.75	14.96

ELEC0212-008 06/02/2014

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.74	16.45

ELEC0212-014 07/01/2013

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.50	9.51

ELEC0317-012 05/28/2014

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
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ELECTRICIAN

Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.62	21.45

ELEC0369-007 05/28/2014

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.88	14.78

ELEC0575-002 06/02/2014

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.21

ENGI0181-018 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.85	14.15
GROUP 2.....	\$ 26.24	14.15
GROUP 3.....	\$ 26.65	14.15
GROUP 4.....	\$ 25.95	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
Trenching Machine; Dragline; Dredge Operator; Dredge
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
Heavy Equipment Robotics Operator/Mechanic; High Lift;
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
Engine (Two or More Drums); Horizontal Directional Drill
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
Locomotive; Mechanic; Mechanically Operated Laser Screed;
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
Push Dozer; Rock Spreader, attached to equipment; Rotary
Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
Telescoping Type Forklift; Tow or Push Boat; Tower Crane
(French, German & other types); Tractor Shovel; Truck
Crane; Tunnel Mining Machines, including Moles, Shields or
similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

* IRON0044-009 08/27/2014

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,

Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,
Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.09	18.85
Structural.....	\$ 25.65	18.85

IRON0070-006 06/01/2014

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,
GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 26.97	19.75

IRON0372-006 07/01/2014

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.25	18.45

 IRON0769-007 06/01/2014

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.33	21.33
ZONE 2.....	\$ 31.73	21.33
ZONE 3.....	\$ 33.33	21.33

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

 LABO0189-003 07/01/2014

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.80	11.96
GROUP 2.....	\$ 22.05	11.96
GROUP 3.....	\$ 22.10	11.96
GROUP 4.....	\$ 22.70	11.96

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear,

Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-008 07/01/2014

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	11.05
GROUP 2.....	\$ 22.96	11.05
GROUP 3.....	\$ 23.01	11.05
GROUP 4.....	\$ 23.61	11.05

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail

& Fence Installer; Signal Person; Sound Barrier Installer;
 Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
 Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
 Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
 Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
 Saw Operator; Deckhand Scow Man; Dry Cement Handler;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
 Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
 Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
 Grade Checker; Hand Digging & Hand Back Filling; Highway
 Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
 Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
 & Fence Installer; Signal Person; Sound Barrier Installer;
 Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
 Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
 Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
 Burner & Welder; Bushhammer; Chain Saw Operator; Concrete

Saw Operator; Deckhand Scow Man; Dry Cement Handler;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
 HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
 ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..\$	18.90	5.90
Brush & Roller.....\$	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	22.30	5.90
Sandblasting & Waterblasting.....\$	22.05	5.90
Spray.....\$	21.80	5.90

 PAIN0012-017 05/01/2014

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....\$	20.73	8.71
Brush & Roller.....\$	23.39	8.71
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	24.39	8.71
Sandblasting & Water		

Blasting.....	\$ 24.14	8.71
Spray.....	\$ 23.89	8.71

PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	12.02
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.00	12.02

PAIN1072-003 12/01/2013

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 31.03	15.10
Power Generating Facilities.	\$ 27.79	15.10

PLUM0248-003 06/01/2014

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 33.00	18.95

PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

PLUM0502-003 08/01/2013

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 32.00	17.17

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION