

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 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 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.

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## **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.

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## 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.

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## **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"), Kapsch TrafficCom IVHS Inc. ("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 (with the exception of the COTS Software that is listed in Exhibit AA) 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. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant Source Code with 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. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant Software, then upon the request of Escrow Holder or Beneficiary, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7 Removal of 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  
**KAPSCH TRAFFICCOM IVHS INC.,**  
a Delaware corporation

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: Kapsch TrafficCom IVHS Inc.

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 \_\_\_\_\_

**SOURCE CODE VERIFICATION PROCEDURES:**

[Insert in space below or provide as separate attachment]

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: Kapsch TrafficCom IVHS \_\_\_\_\_  
Inc. \_\_\_\_\_

Address: 4350 Brownsboro Road, Suite 110 \_\_\_\_\_  
Louisville, KY 40207 \_\_\_\_\_

Designated Contact: \_\_\_\_\_  
Don Hicks, Director Sales, South Eastern

Contact: \_\_\_\_\_

U.S. \_\_\_\_\_  
E-mail: \_\_\_\_\_

Telephone: (502) 893-4532

Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

E-mail: dhicks@kapsch.net

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.]



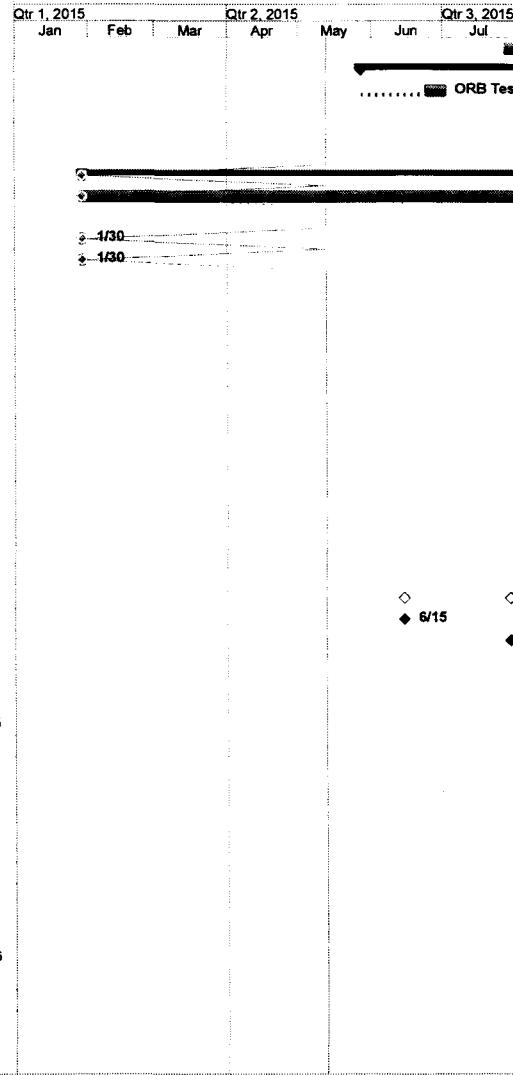
EXHIBIT J  
APPROVED PROJECT SCHEDULE

*[To be inserted]*

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Gantt Chart						
									Qtr 1, 2015	Qtr 2, 2015	Qtr 3, 2015				
									Jan	Feb	Mar	Apr	May	Jun	Jul
1	OHIO RIVER BRIDGES ALL ELECTRONIC OPEN TOLLING SYSTEM PROJECT (ORB)	0%	Fri 1/30/15	Mon 11/6/17			Fri 1/30/15	Mon 11/6/17	[Gantt Bar]						
2	MAJOR MILESTONES	0%	Tue 5/12/15	Mon 11/6/17			Tue 5/12/15	Mon 11/6/17	[Gantt Bar]						
3	Critical Milestones	0%	Tue 5/12/15	Mon 11/6/17			Tue 5/12/15	Mon 11/6/17	[Gantt Bar]						
4	Pre-Toll Operations Major Milestones	0%	Tue 5/12/15	Fri 5/13/16			Tue 5/12/15	Fri 5/13/16	[Gantt Bar]						
5	NTP	0%	Tue 5/12/15	Tue 5/12/15			Tue 5/12/15	Tue 5/12/15	[Gantt Bar]						
6	Project Schedule Approved	0%	Fri 10/9/15	Fri 10/9/15	149		Fri 10/9/15	Fri 10/9/15	[Gantt Bar]						
7	BR Approved	0%	Thu 9/24/15	Thu 9/24/15	120		Thu 9/24/15	Thu 9/24/15	[Gantt Bar]						
8	Initial Plans Approved	0%	Fri 10/9/15	Fri 10/9/15	255		Fri 10/9/15	Fri 10/9/15	[Gantt Bar]						
9	Pre-Operations Plans Approved	0%	Tue 11/3/15	Tue 11/3/15	418		Tue 11/3/15	Tue 11/3/15	[Gantt Bar]						
10	Baseline Test Approved	0%	Fri 12/11/15	Fri 12/11/15	289		Fri 12/11/15	Fri 12/11/15	[Gantt Bar]						
11	Pre-Production Controlled Test Approved	0%	Fri 4/1/16	Fri 4/1/16	306		Fri 4/1/16	Fri 4/1/16	[Gantt Bar]						
12	Pre-Toll Operations Commencement	0%	Fri 5/13/16	Fri 5/13/16	589		Fri 5/13/16	Fri 5/13/16	[Gantt Bar]						
13	East End Bridge (EEB) Major Milestones	0%	Mon 8/22/16	Fri 5/26/17			Mon 8/22/16	Fri 5/26/17	[Gantt Bar]						
14	EEB Open to Traffic	0%	Mon 8/22/16	Mon 8/22/16	864		Mon 8/22/16	Mon 8/22/16	[Gantt Bar]						
15	EEB Roadside Installation Complete	0%	Fri 11/4/16	Fri 11/4/16	891		Fri 11/4/16	Fri 11/4/16	[Gantt Bar]						
16	EEB Toll Operations Commencement	0%	Sat 12/17/16	Sat 12/17/16	917		Sat 12/17/16	Sat 12/17/16	[Gantt Bar]						
17	EEB System Operations Test Approved	0%	Fri 5/26/17	Fri 5/26/17	936		Fri 5/26/17	Fri 5/26/17	[Gantt Bar]						
18	New Down Town Bridge (DB) Major Milestones	0%	Mon 1/18/16	Mon 4/10/17			Mon 1/18/16	Mon 4/10/17	[Gantt Bar]						
19	NDB Open to Traffic	0%	Mon 1/18/16	Mon 1/18/16	637		Mon 1/18/16	Mon 1/18/16	[Gantt Bar]						
20	NDB Roadside Installation Complete	0%	Mon 9/19/16	Mon 9/19/16	697		Mon 9/19/16	Mon 9/19/16	[Gantt Bar]						
21	NDB Toll Operations Commencement	0%	Mon 10/31/16	Mon 10/31/16	740		Mon 10/31/16	Mon 10/31/16	[Gantt Bar]						
22	NDB System Operations Test Approved	0%	Mon 4/10/17	Mon 4/10/17	758,740		Mon 4/10/17	Mon 4/10/17	[Gantt Bar]						
23	Kennedy Bridge (KB) Major Milestones	0%	Mon 1/18/16	Mon 4/10/17			Mon 1/18/16	Mon 4/10/17	[Gantt Bar]						
24	KB Closure for Re-Decking Period Start	0%	Mon 1/18/16	Mon 1/18/16	761		Mon 1/18/16	Mon 1/18/16	[Gantt Bar]						
25	KB Open to Traffic	0%	Mon 5/23/16	Mon 5/23/16	763		Mon 5/23/16	Mon 5/23/16	[Gantt Bar]						
26	KB Roadside Installation Complete	0%	Mon 9/19/16	Mon 9/19/16	803		Mon 9/19/16	Mon 9/19/16	[Gantt Bar]						
27	KB Toll Operations Commencement	0%	Mon 10/31/16	Mon 10/31/16	829		Mon 10/31/16	Mon 10/31/16	[Gantt Bar]						
28	KB System Operations Test Approved	0%	Mon 4/10/17	Mon 4/10/17	848		Mon 4/10/17	Mon 4/10/17	[Gantt Bar]						
29	Closing Major Milestones	0%	Mon 9/25/17	Mon 11/6/17			Mon 9/25/17	Mon 11/6/17	[Gantt Bar]						
30	SAT Approved	0%	Mon 9/25/17	Mon 9/25/17	959		Mon 9/25/17	Mon 9/25/17	[Gantt Bar]						
31	Wrmtly. And Maint. Period Start	0%	Mon 11/6/17	Mon 11/6/17	990		Mon 11/6/17	Mon 11/6/17	[Gantt Bar]						
32	MPR 2.X PRODUCT DEVELOPMENT	0%	Tue 5/19/15	Thu 12/3/15			Tue 5/19/15	Thu 12/3/15	[Gantt Bar]						
33	FAT Plan	0%	Tue 5/19/15	Tue 6/2/15			Tue 5/19/15	Tue 6/2/15	[Gantt Bar]						
34	MPR 2.X Product Development Start	0%	Tue 5/19/15	Tue 5/19/15	5FS+6 days	LEWIS	Tue 5/19/15	Tue 5/19/15	[Gantt Bar]						
35	FAT Test Plan Development	0%	Wed 5/20/15	Mon 6/1/15	34	LEWIS[20%]	Wed 5/20/15	Mon 6/1/15	[Gantt Bar]						
36	Submit FAT Test Plan to IAG	0%	Tue 6/2/15	Tue 6/2/15	35FS+1 day	LEWIS	Tue 6/2/15	Tue 6/2/15	[Gantt Bar]						
37	Qualification Test	0%	Wed 5/20/15	Thu 7/9/15			Wed 5/20/15	Thu 7/9/15	[Gantt Bar]						
38	Product Qualification Testing	0%	Wed 5/20/15	Tue 6/16/15	34	LEWIS[20%]	Wed 5/20/15	Tue 6/16/15	[Gantt Bar]						
39	Qualification Test Report	0%	Thu 6/18/15	Thu 7/9/15	38FS+1 day	HUCHER[25%]	Wed 6/17/15	Thu 7/9/15	[Gantt Bar]						
40	Customer Witness FAT	0%	Mon 10/19/15	Thu 12/3/15			Mon 10/19/15	Thu 12/3/15	[Gantt Bar]						
41	Lab Testing	0%	Mon 10/19/15	Fri 10/23/15	39FS+71 days	LEWIS[10%],SCHLIE	Mon 10/19/15	Fri 10/23/15	[Gantt Bar]						
42	ORT Testing	0%	Mon 10/19/15	Fri 10/23/15	41SS	LEWIS[10%],SCHLIE	Mon 10/19/15	Fri 10/23/15	[Gantt Bar]						
43	Plaza Testing	0%	Mon 10/19/15	Fri 10/23/15	41SS	LEWIS[10%],SCHLIE	Mon 10/19/15	Fri 10/23/15	[Gantt Bar]						
44	FAT Test Report	0%	Mon 10/26/15	Thu 11/12/15	43,42,41	LEWIS[50%],SCHLIE	Mon 10/26/15	Thu 11/12/15	[Gantt Bar]						
45	IAG Approval of FAT	0%	Thu 12/3/15	Thu 12/3/15	44FS+15 days	LEWIS	Thu 12/3/15	Thu 12/3/15	[Gantt Bar]						
46	IAG Demo	0%	Thu 5/28/15	Fri 8/14/15			Thu 5/28/15	Fri 8/14/15	[Gantt Bar]						
47	Demo Plan (inc Customer Comments)	0%	Thu 5/28/15	Fri 6/19/15	34FS+6 days	LEWIS[20%]	Thu 5/28/15	Fri 6/19/15	[Gantt Bar]						
48	Site Preparation	0%	Mon 7/13/15	Fri 7/17/15	47FS+15 days	LEWIS	Mon 7/13/15	Fri 7/17/15	[Gantt Bar]						
49	Customer Witness Test	0%	Mon 7/20/15	Wed 7/22/15	48	LEWIS	Mon 7/20/15	Wed 7/22/15	[Gantt Bar]						

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Gantt Chart						
									Qtr 1, 2015	Qtr 2, 2015	Qtr 3, 2015	Jan	Feb	Mar	Apr
50	Demo Report	0%	Mon 7/27/15	Fri 8/14/15	49FS+2 days	LEWIS[50%],SCHLIE	Mon 7/27/15	Fri 8/14/15							
51	ORB Demo	0%	Thu 5/28/15	Thu 12/3/15			Thu 5/28/15	Thu 12/3/15							
52	ORB Test Plan	0%	Thu 5/28/15	Thu 7/2/15	34FS+6 days	VILIMSKY	Thu 5/28/15	Thu 7/2/15							
53	Customer Witness Test	0%	Thu 8/20/15	Fri 8/21/15	49	VILIMSKY	Thu 8/20/15	Fri 8/21/15							
54	Test Report	0%	Wed 8/26/15	Tue 9/8/15	53FS+2 days	VILIMSKY	Wed 8/26/15	Tue 9/8/15							
55	MPR 2.X Product Development Complete	0%	Thu 12/3/15	Thu 12/3/15	45,50,52,54	VILIMSKY	Thu 12/3/15	Thu 12/3/15							
56	E-ZPASS INTEROPERABILITY	0%	Fri 1/30/15	Fri 6/10/16			Fri 1/30/15	Fri 6/10/16							
57	Decide on type of IAG membership	0%	Fri 1/30/15	Thu 12/31/15		KPTIA	Fri 1/30/15	Thu 12/31/15							
58	IAG approval of BRs	0%	Thu 12/31/15	Thu 12/31/15	57	IAG	Thu 12/31/15	Thu 12/31/15							
59	Successful completion of pre-interop BOS/CSC testing	0%	Fri 1/30/15	Fri 1/30/15	57SS	Kapsch Team[10%]	Fri 1/30/15	Fri 1/30/15							
60	Provide successful pre-Interop BOS/CSC test results to IAG	0%	Fri 1/30/15	Fri 1/30/15	59	KPTIA	Fri 1/30/15	Fri 1/30/15							
61	Provide final formats for BOS file exchange	0%	Thu 12/31/15	Thu 12/31/15	58	KPTIA	Thu 12/31/15	Thu 12/31/15							
62	IAG permission to start BOS Interop tests	0%	Mon 4/11/16	Fri 4/29/16	549	IAG	Mon 4/11/16	Fri 4/29/16							
63	BOS interoperability testing with at least 3 other CSCs with different BOS service providers	0%	Mon 5/2/16	Mon 5/16/16	62	KPTIA	Mon 5/2/16	Mon 5/16/16							
64	Provide successful BOS Interop test results to IAG	0%	Mon 5/16/16	Mon 5/16/16	63	KPTIA	Mon 5/16/16	Mon 5/16/16							
65	IAG approval of BOS interop tests	0%	Mon 5/16/16	Mon 5/16/16	64	IAG	Mon 5/16/16	Mon 5/16/16							
66	Have first LSIORB lanes go live	0%	Mon 5/16/16	Mon 5/16/16	65	Kapsch Team[25%]	Mon 5/16/16	Mon 5/16/16							
67	Engage third party to perform inter-CSC testing	0%	Mon 5/16/16	Mon 5/16/16	66	KPTIA	Mon 5/16/16	Mon 5/16/16							
68	Roadside test to show system meets IAG's ORT req'ts for tag read (99.9%), tag write (99.8%) and lane assignme	0%	Mon 3/7/16	Fri 3/18/16	301	KPTIA	Mon 3/7/16	Fri 3/18/16							
69	Provide roadside test results to IAG	0%	Mon 3/21/16	Fri 4/1/16	68	KPTIA	Mon 3/21/16	Fri 4/1/16							
70	IAG approval of test results	0%	Mon 4/4/16	Tue 5/3/16	69	IAG	Mon 4/4/16	Tue 5/3/16							
71	Train CSRs to handle toll adjustment requests for trips at Away agencies	0%	Thu 4/21/16	Wed 5/11/16	523	Kapsch Team[25%]	Thu 4/21/16	Wed 5/11/16							
72	Provide proof of CSR training to IAG	0%	Wed 5/11/16	Wed 5/11/16	71	KPTIA	Wed 5/11/16	Wed 5/11/16							
73	IAG approval of CSR training results	0%	Thu 5/12/16	Fri 6/10/16	72	IAG	Thu 5/12/16	Fri 6/10/16							
74	IAG grants privileges of Full Membership	0%	Mon 4/11/16	Fri 4/15/16	549	IAG	Mon 4/11/16	Fri 4/15/16							
75	E-Z pass Interoperability Complete	0%	Fri 6/10/16	Fri 6/10/16	74,70,61,60,67,73		Fri 6/10/16	Fri 6/10/16							
76	(TP-016) MONTHLY PM REPORT and MEETING	0%	Mon 6/15/15	Fri 9/15/17			Mon 6/15/15	Fri 9/15/17							
77	Monthly PM Report and Meeting 1	0%	Mon 6/15/15	Mon 6/15/15			Mon 6/15/15	Mon 6/15/15							
78	Monthly PM Report and Meeting 2	0%	Thu 7/30/15	Thu 7/30/15			Thu 7/30/15	Thu 7/30/15							
79	Monthly PM Report and Meeting 3	0%	Mon 8/17/15	Mon 8/17/15			Mon 8/17/15	Mon 8/17/15							
80	Monthly PM Report and Meeting 4	0%	Tue 9/15/15	Tue 9/15/15			Tue 9/15/15	Tue 9/15/15							
81	Monthly PM Report and Meeting 5	0%	Thu 10/15/15	Thu 10/15/15			Thu 10/15/15	Thu 10/15/15							
82	Monthly PM Report and Meeting 6	0%	Mon 11/16/15	Mon 11/16/15			Mon 11/16/15	Mon 11/16/15							
83	Monthly PM Report and Meeting 7	0%	Tue 12/15/15	Tue 12/15/15			Tue 12/15/15	Tue 12/15/15							
84	Monthly PM Report and Meeting 8	0%	Fri 1/15/16	Fri 1/15/16			Fri 1/15/16	Fri 1/15/16							
85	Monthly PM Report and Meeting 9	0%	Mon 2/15/16	Mon 2/15/16			Mon 2/15/16	Mon 2/15/16							
86	Monthly PM Report and Meeting 10	0%	Tue 3/15/16	Tue 3/15/16			Tue 3/15/16	Tue 3/15/16							
87	Monthly PM Report and Meeting 11	0%	Fri 4/15/16	Fri 4/15/16			Fri 4/15/16	Fri 4/15/16							
88	Monthly PM Report and Meeting 12	0%	Mon 5/16/16	Mon 5/16/16			Mon 5/16/16	Mon 5/16/16							
89	Monthly PM Report and Meeting 13	0%	Wed 6/15/16	Wed 6/15/16			Wed 6/15/16	Wed 6/15/16							
90	Monthly PM Report and Meeting 14	0%	Fri 7/15/16	Fri 7/15/16			Fri 7/15/16	Fri 7/15/16							
91	Monthly PM Report and Meeting 15	0%	Mon 8/15/16	Mon 8/15/16			Mon 8/15/16	Mon 8/15/16							
92	Monthly PM Report and Meeting 16	0%	Thu 9/15/16	Thu 9/15/16			Thu 9/15/16	Thu 9/15/16							
93	Monthly PM Report and Meeting 17	0%	Mon 10/17/16	Mon 10/17/16			Mon 10/17/16	Mon 10/17/16							
94	Monthly PM Report and Meeting 18	0%	Tue 11/15/16	Tue 11/15/16			Tue 11/15/16	Tue 11/15/16							
95	Monthly PM Report and Meeting 19	0%	Thu 12/15/16	Thu 12/15/16			Thu 12/15/16	Thu 12/15/16							
96	Monthly PM Report and Meeting 20	0%	Mon 1/16/17	Mon 1/16/17			Mon 1/16/17	Mon 1/16/17							
97	Monthly PM Report and Meeting 21	0%	Wed 2/15/17	Wed 2/15/17			Wed 2/15/17	Wed 2/15/17							
98	Monthly PM Report and Meeting 22	0%	Wed 3/15/17	Wed 3/15/17			Wed 3/15/17	Wed 3/15/17							



Project: LSIORB  
Date: Mon 10/26/15

Task: [Solid Black Bar] Project Summary [Dashed Bar] Inactive Milestone [Dotted Bar] Manual Summary Rollup [Thick Line with Arrow] Critical [Thick Line with Diamond]

Split: [Dotted Bar] External Tasks [Dotted Bar with Diamond] Inactive Summary [Dotted Bar] Manual Summary [Thick Line with Arrow] Critical Split [Dotted Bar with Diamond]

Milestone: [Diamond] External Milestone [Diamond with Dot] Manual Task [Thick Line with Diamond] Start-only [Thick Line with Arrow] Progress [Thick Line with Diamond]

Summary: [Thick Line] Inactive Task [Thick Line with Diamond] Duration-only [Thick Line with Diamond] Finish-only [Thick Line with Arrow] Deadline [Thick Line with Diamond]

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015							
									Jan	Feb	Mar	Apr	May	Jun	Jul	
99	Monthly PM Report and Meeting 23	0%	Mon 4/17/17	Mon 4/17/17			Mon 4/17/17	Mon 4/17/17								
100	Monthly PM Report and Meeting 24	0%	Mon 5/15/17	Mon 5/15/17			Mon 5/15/17	Mon 5/15/17								
101	Monthly PM Report and Meeting 25	0%	Thu 6/15/17	Thu 6/15/17			Thu 6/15/17	Thu 6/15/17								
102	Monthly PM Report and Meeting 26	0%	Mon 7/17/17	Mon 7/17/17			Mon 7/17/17	Mon 7/17/17								
103	Monthly PM Report and Meeting 27	0%	Tue 8/15/17	Tue 8/15/17			Tue 8/15/17	Tue 8/15/17								
104	Monthly PM Report and Meeting 28	0%	Fri 9/15/17	Fri 9/15/17			Fri 9/15/17	Fri 9/15/17								
105	<b>COMMON AREA</b>	0%	Tue 5/12/15	Thu 10/29/15			Tue 5/12/15	Thu 10/29/15								
106	<b>PROJECT MOBILIZATION</b>	0%	Tue 5/12/15	Mon 5/18/15			Tue 5/12/15	Mon 5/18/15								
107	Mobilize Project Team	0%	Tue 5/12/15	Fri 5/15/15	5	ACZEL[50%]	Tue 5/12/15	Fri 5/15/15								
108	Conduct Project Kick-Off Meeting	0%	Mon 5/18/15	Mon 5/18/15	107	ACZEL	Fri 5/15/15	Mon 5/18/15								
109	<b>PROJECT PLANS / DOCUMENTS with SUBMISSION DEADLINE at NTP</b>	0%	Tue 5/12/15	Thu 10/8/15			Tue 5/12/15	Thu 10/8/15								
110	<b>(TP-015) Business Rules and Operational Requirements (BROR)</b>	0%	Tue 5/12/15	Thu 9/24/15			Tue 5/12/15	Thu 9/24/15								
111	Submit Initial Draft Version of Business Rules and Operational Requirements Document to LSIORB [Rev. 00]	0%	Tue 5/12/15	Tue 5/12/15	5		Tue 5/12/15	Tue 5/12/15								
112	LSIORB Reviews the Initial Business Rules and Operational Requirements Document and Sends Comment	0%	Tue 5/12/15	Fri 5/22/15	111	LSIORB	Tue 5/12/15	Fri 5/22/15								
113	Kapsch Conduct Business Rules and Operational Requirements Document Workshop at LSIORB	0%	Tue 5/26/15	Tue 5/26/15	114SS+1.5 days	Martin Maldonado[50]	Tue 5/26/15	Tue 5/26/15								
114	Work on Comments and Revise the Initial Business Rules and Operational Requirements Document	0%	Fri 5/22/15	Mon 6/8/15	112	Martin Maldonado[5]	Fri 5/22/15	Mon 6/8/15								
115	Submit Revised Business Rules and Operational Requirements Document to LSIORB [Rev. 01]	0%	Mon 6/8/15	Mon 6/8/15	113FS+9 days	Martin Maldonado[10]	Mon 6/8/15	Mon 6/8/15								
116	LSIORB Reviews the Initial Business Rules and Operational Requirements Document and Sends Comment	0%	Tue 6/9/15	Thu 9/3/15	115	LSIORB	Tue 6/9/15	Thu 9/3/15								
117	Work on Comments and Revise the Initial Business Rules and Operational Requirements Document	0%	Fri 9/4/15	Thu 9/10/15	116	WHEELER[20%]	Fri 9/4/15	Thu 9/10/15								
118	Submit Revised Business Rules and Operational Requirements Document to LSIORB [Rev. 3.06]	0%	Thu 9/10/15	Thu 9/10/15	117	Martin Maldonado[50]	Thu 9/10/15	Thu 9/10/15								
119	LSIORB Reviews and Approves the Final Business Rules and Operational Requirements Document	0%	Fri 9/11/15	Thu 9/24/15	118,115	LSIORB	Fri 9/11/15	Thu 9/24/15								
120	Business Rules and Operational Requirements Document Approved	0%	Thu 9/24/15	Thu 9/24/15	119		Thu 9/24/15	Thu 9/24/15								
121	<b>(TP-030) Walk Up Center Build Out Plan (WUCP)</b>	0%	Tue 5/12/15	Thu 10/8/15			Tue 5/12/15	Thu 10/8/15								
122	Submit Initial Draft Version Document to LSIORB	0%	Tue 5/12/15	Tue 5/12/15	5		Tue 5/12/15	Tue 5/12/15								
123	LSIORB Reviews the Initial Document and Select Location	0%	Tue 5/12/15	Wed 5/27/15	122	MCKEEVER	Tue 5/12/15	Wed 5/27/15								
124	Walk-up Center Build Out Plan Selected	0%	Wed 5/27/15	Wed 5/27/15	123	LSIORB	Wed 5/27/15	Wed 5/27/15								
125	Walk-up Center Build Out Layout and Floor Plan Development	0%	Wed 5/27/15	Fri 8/28/15	124	WHEELER[50%]	Wed 5/27/15	Fri 8/28/15								
126	Submit Walk-up Center Build Out Layout and Floor Plan to LSIORB	0%	Fri 8/28/15	Fri 8/28/15	125	MCKEEVER	Fri 8/28/15	Fri 8/28/15								
127	Walk-up Center Build Out Plan Development	0%	Mon 8/31/15	Thu 9/24/15	126	MCKEEVER[20%],K	Mon 8/31/15	Thu 9/24/15								
128	Submit Walk-up Center Build Out Plan Document to LSIORB	0%	Thu 9/24/15	Thu 9/24/15	127	MCKEEVER	Thu 9/24/15	Thu 9/24/15								
129	LSIORB Reviews and Approves the Final Walk-up Center Build Out Plan	0%	Fri 9/25/15	Thu 10/8/15	128	LSIORB	Fri 9/25/15	Thu 10/8/15								
130	Walk-up Center Build out Plan Approved	0%	Thu 10/8/15	Thu 10/8/15	129		Thu 10/8/15	Thu 10/8/15								
131	<b>(TP-016) PROJECT SCHEDULE</b>	0%	Tue 5/12/15	Fri 10/9/15			Tue 5/12/15	Fri 10/9/15								
132	Final Project Schedule Start	0%	Tue 5/12/15	Tue 5/12/15	5		Tue 5/12/15	Tue 5/12/15								
133	Develop Final Project Schedule	0%	Tue 5/12/15	Fri 6/5/15	132	SHAKIBA	Tue 5/12/15	Fri 6/5/15								
134	Submit Project Schedule to LSIORB [Rev. 00]	0%	Fri 6/5/15	Fri 6/5/15	133	MCKEEVER	Fri 6/5/15	Fri 6/5/15								
135	LSIORB Reviews the Initial Project Schedule and Sends Comments to Kapsch	0%	Mon 6/8/15	Fri 6/19/15	134	LSIORB	Mon 6/8/15	Fri 6/19/15								
136	Work on Comments and Revise the Initial Project Schedule	0%	Mon 6/22/15	Fri 7/10/15	135	SHAKIBA	Mon 6/22/15	Fri 7/10/15								
137	Submit Revised Project Schedule to LSIORB [Rev. 01]	0%	Fri 7/10/15	Fri 7/10/15	136	MCKEEVER	Fri 7/10/15	Fri 7/10/15								
138	LSIORB Reviews the Revised Project Schedule and Sends Comments to Kapsch	0%	Mon 7/13/15	Fri 7/31/15	137	LSIORB	Mon 7/13/15	Fri 7/31/15								
139	Work on Comments and Revise the Initial Project Schedule	0%	Fri 7/31/15	Fri 8/7/15	138	SHAKIBA	Fri 7/31/15	Fri 8/7/15								
140	Submit Revised Project Schedule to LSIORB [Rev. 02]	0%	Fri 8/7/15	Fri 8/7/15	139	MCKEEVER	Fri 8/7/15	Fri 8/7/15								
141	LSIORB Reviews the Revised Project Schedule and Sends Comments to Kapsch	0%	Mon 8/10/15	Fri 9/4/15	140	LSIORB	Mon 8/10/15	Fri 9/4/15								
142	Work on Comments and Revise the Initial Project Schedule	0%	Fri 9/4/15	Fri 9/18/15	141	SHAKIBA	Fri 9/4/15	Fri 9/18/15								
143	Submit Revised Project Schedule to LSIORB [Rev. 03]	0%	Fri 9/18/15	Fri 9/18/15	142	MCKEEVER	Fri 9/18/15	Fri 9/18/15								
144	LSIORB Reviews the Revised Project Schedule and Sends Comments to Kapsch	0%	Mon 9/21/15	Tue 9/29/15	143	LSIORB	Mon 9/21/15	Tue 9/29/15								
145	Work on Comments and Revise the Initial Project Schedule	0%	Tue 9/29/15	Fri 10/2/15	144	SHAKIBA	Tue 9/29/15	Fri 10/2/15								
146	Submit Revised Project Schedule to LSIORB [Rev. 03]	0%	Fri 10/2/15	Fri 10/2/15	145	MCKEEVER	Fri 10/2/15	Fri 10/2/15								
147	LSIORB Reviews and Approves the Final Project Schedule	0%	Fri 10/2/15	Fri 10/9/15	146	LSIORB	Fri 10/2/15	Fri 10/9/15								

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Gantt Chart								
									Qtr 1, 2015	Qtr 2, 2015	Qtr 3, 2015	Jan	Feb	Mar	Apr	May	Jun
148	Project Schedule Approved	0%	Fri 10/9/15	Fri 10/9/15	147	LSIORB	Fri 10/9/15	Fri 10/9/15									
149	Set Approved Project Schedule as Baseline Schedule for Status-in, Metrics and Reporting Purposes	0%	Fri 10/9/15	Fri 10/9/15	148	SHAKIBA	Fri 10/9/15	Fri 10/9/15									
150	<b>PROJECT INITIAL PLANS / DOCUMENT DELIVERABLES</b>																
151	Project Initial Plans Start	100%	Mon 5/18/15	Mon 5/18/15	108		Mon 5/18/15	Mon 5/18/15									
152	(TP-008) Project Management Plan	0%	Mon 5/18/15	Tue 7/21/15			Mon 5/18/15	Tue 7/21/15									
153	Project Management Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15									
154	Develop Project Management Plan	0%	Tue 5/19/15	Mon 6/15/15	153	MCKEEVER	Mon 5/18/15	Mon 6/15/15									
155	Submit Project Management Plan to LSIORB [Rev. 00]	0%	Mon 6/15/15	Mon 6/15/15	154	MCKEEVER	Mon 6/15/15	Mon 6/15/15									
156	LSIORB Reviews the Initial Project Management Plan and Sends Comments to Kapsch	0%	Tue 6/16/15	Mon 6/29/15	155	LSIORB	Tue 6/16/15	Mon 6/29/15									
157	Work on Comments and Revise the Initial Project Management Plan	0%	Mon 6/29/15	Fri 7/10/15	156	KOUDELKA[20%],G	Mon 6/29/15	Fri 7/10/15									
158	Submit Revised Project Management Plan to LSIORB [Rev. 01]	0%	Fri 7/10/15	Fri 7/10/15	157	MCKEEVER	Fri 7/10/15	Fri 7/10/15									
159	LSIORB Reviews and Approves the Final Project Management Plan	0%	Mon 7/13/15	Tue 7/21/15	158	LSIORB	Mon 7/13/15	Tue 7/21/15									
160	Project Management Plan Approved	0%	Tue 7/21/15	Tue 7/21/15	159	LSIORB	Tue 7/21/15	Tue 7/21/15									
161	(TP-009) Safety and Health Plan	0%	Mon 5/18/15	Tue 7/21/15			Mon 5/18/15	Tue 7/21/15									
162	Safety and Health Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15									
163	Develop Safety and Health Plan	0%	Mon 5/18/15	Mon 6/15/15	162	ERWIN	Mon 5/18/15	Mon 6/15/15									
164	Submit Safety and Health Plan to LSIORB [Rev. 00]	0%	Mon 6/15/15	Mon 6/15/15	163	MCKEEVER	Mon 6/15/15	Mon 6/15/15									
165	LSIORB Reviews the Initial Safety and Health Plan and Sends Comments to Kapsch	0%	Tue 6/16/15	Mon 6/29/15	164	LSIORB	Tue 6/16/15	Mon 6/29/15									
166	Work on Comments and Revise the Initial Safety and Health Plan	0%	Tue 6/30/15	Thu 7/2/15	165	ERWIN[10%]	Tue 6/30/15	Thu 7/2/15									
167	Submit Revised Safety and Health Plan to LSIORB [Rev. 01]	0%	Thu 7/2/15	Thu 7/2/15	166	MCKEEVER	Thu 7/2/15	Thu 7/2/15									
168	LSIORB Reviews and Approves the Final Safety and Health Plan	0%	Fri 7/3/15	Tue 7/21/15	167	LSIORB	Fri 7/3/15	Tue 7/21/15									
169	Safety and Health Plan Approved	0%	Tue 7/21/15	Tue 7/21/15	168	LSIORB	Tue 7/21/15	Tue 7/21/15									
170	(TP-018) Configuration and Change Management Plan	0%	Mon 5/18/15	Tue 7/21/15			Mon 5/18/15	Tue 7/21/15									
171	Configuration and Change Management Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15									
172	Develop Configuration and Change Management Plan	0%	Mon 5/18/15	Mon 6/15/15	171	ERWIN	Mon 5/18/15	Mon 6/15/15									
173	Submit Configuration and Change Management Plan to LSIORB [Rev. 00]	0%	Mon 6/15/15	Mon 6/15/15	172	MCKEEVER	Mon 6/15/15	Mon 6/15/15									
174	LSIORB Reviews the Initial Configuration and Change Management Plan and Sends Comments to Kapsch	0%	Tue 6/16/15	Mon 6/29/15	173	LSIORB	Tue 6/16/15	Mon 6/29/15									
175	Work on Comments and Revise the Initial Configuration and Change Management Plan	0%	Tue 6/30/15	Thu 7/2/15	174	ERWIN[10%]	Tue 6/30/15	Thu 7/2/15									
176	Submit Revised Configuration and Change Management Plan to LSIORB [Rev. 01]	0%	Thu 7/2/15	Thu 7/2/15	175	MCKEEVER	Thu 7/2/15	Thu 7/2/15									
177	LSIORB Reviews and Approves the Final Configuration and Change Management Plan	0%	Fri 7/3/15	Tue 7/21/15	176	LSIORB	Fri 7/3/15	Tue 7/21/15									
178	Configuration and Change Management Plan Approved	0%	Tue 7/21/15	Tue 7/21/15	177	LSIORB	Tue 7/21/15	Tue 7/21/15									
179	(TP-017) Quality Management Plan (QMP)	0%	Mon 5/18/15	Wed 9/16/15			Mon 5/18/15	Wed 9/16/15									
180	Quality Management Plan (QMP) Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15									
181	Develop Quality Management Plan (QMP)	0%	Mon 5/18/15	Mon 6/15/15	180	ERWIN	Mon 5/18/15	Mon 6/15/15									
182	Submit Quality Management Plan (QMP) to LSIORB [Rev. 00]	0%	Mon 6/15/15	Mon 6/15/15	181	MCKEEVER	Mon 6/15/15	Mon 6/15/15									
183	LSIORB Reviews the Initial Quality Management Plan (QMP) and Sends Comments to Kapsch	0%	Mon 6/15/15	Mon 6/29/15	182	LSIORB	Mon 6/15/15	Mon 6/29/15									
184	Work on Comments and Revise the Initial Quality Management Plan (QMP)	0%	Tue 6/30/15	Thu 7/2/15	183	ERWIN[25%]	Tue 6/30/15	Thu 7/2/15									
185	Submit Revised Quality Management Plan (QMP) to LSIORB [Rev. 01]	0%	Thu 7/2/15	Thu 7/2/15	184	MCKEEVER	Thu 7/2/15	Thu 7/2/15									
186	LSIORB Reviews the Initial Quality Management Plan (QMP) and Sends Comments to Kapsch	0%	Thu 7/2/15	Mon 9/7/15	185	LSIORB	Thu 7/2/15	Mon 9/7/15									
187	Work on Comments and Revise the Initial Quality Management Plan (QMP)	0%	Tue 9/8/15	Tue 9/15/15	186	ERWIN[50%]	Tue 9/8/15	Tue 9/15/15									
188	Submit Revised Quality Management Plan (QMP) to LSIORB [Rev. 01]	0%	Tue 9/15/15	Tue 9/15/15	187	MCKEEVER	Tue 9/15/15	Tue 9/15/15									
189	LSIORB Reviews and Approves the Final Quality Management Plan (QMP)	0%	Wed 9/16/15	Wed 9/16/15	188	LSIORB	Wed 9/16/15	Wed 9/16/15									
190	Quality Management Plan (QMP) Approved	0%	Wed 9/16/15	Wed 9/16/15	189		Wed 9/16/15	Wed 9/16/15									
191	(TP-010) System Configuration and Change Management Plan	0%	Mon 5/18/15	Fri 9/25/15			Mon 5/18/15	Fri 9/25/15									
192	System Configuration Management Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15									
193	Prepare the Document	0%	Mon 5/18/15	Fri 6/5/15	192	Cory Johnson[10%],A	Mon 5/18/15	Fri 6/5/15									
194	Conduct Document Internal Review Meeting	0%	Fri 6/5/15	Fri 6/12/15	193	Art Adams[10%],Dre	Fri 6/5/15	Fri 6/12/15									
195	Document Finalization	0%	Fri 6/12/15	Fri 6/19/15	194	Cory Johnson,Morris	Fri 6/12/15	Fri 6/19/15									
196	Submit Initial Draft Document to Kapsch	0%	Fri 6/19/15	Fri 6/19/15	195	Martin Maldonado	Fri 6/19/15	Fri 6/19/15									

Project: LSIORB Date: Mon 10/26/15	<b>Task</b> <b>Project Summary</b> <b>Inactive Milestone</b> <b>Manual Summary Rollup</b> <b>Critical</b>
	<b>Split</b> <b>External Tasks</b> <b>Inactive Summary</b> <b>Manual Summary</b> <b>Critical Split</b>
	<b>Milestone</b> <b>External Milestone</b> <b>Manual Task</b> <b>Start-only</b> <b>Progress</b>
	<b>Summary</b> <b>Inactive Task</b> <b>Duration-only</b> <b>Finish-only</b> <b>Deadline</b>

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015	
									Jan	Feb	Mar	Apr	May	Jun	Jul	
197	Kapsch Conducts Review & Finalizes Draft	0%	Mon 6/22/15	Mon 8/10/15	196	LSIORB	Mon 6/22/15	Mon 8/10/15								
198	Kapsch Submits Initial Draft Document to LSIORB	0%	Mon 8/10/15	Mon 8/10/15	197	Martin Maldonado	Mon 8/10/15	Mon 8/10/15								
199	LSIORB Reviews the Initial Document and Sends Comments	0%	Tue 8/11/15	Thu 8/27/15	198	LSIORB	Tue 8/11/15	Thu 8/27/15								
200	Work on Comments and Revise the Initial Document	0%	Fri 8/28/15	Fri 9/11/15	199	Mary Gaddy[25%],M	Fri 8/28/15	Fri 9/11/15								
201	Submit Revised Document to LSIORB	0%	Fri 9/11/15	Fri 9/11/15	200	Martin Maldonado	Fri 9/11/15	Fri 9/11/15								
202	LSIORB Reviews and Approves the Final Document	0%	Mon 9/14/15	Fri 9/25/15	201	LSIORB	Mon 9/14/15	Fri 9/25/15								
203	System Configuration Management Plan Approved	0%	Fri 9/25/15	Fri 9/25/15	202		Fri 9/25/15	Fri 9/25/15								
204	(TP-001) Roadside System and Network System Plan	0%	Mon 5/18/15	Mon 10/5/15			Mon 5/18/15	Mon 10/5/15								
205	Roadside System and Network System Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15								
206	Develop the Roadside System and Network System Plan	0%	Tue 5/19/15	Mon 6/29/15	205	PRIELER[33%],ROL	Mon 5/18/15	Mon 6/29/15								
207	Submit Roadside System and Network System Plan to LSIORB [Rev. 00]	0%	Mon 6/29/15	Mon 6/29/15	206	MCKEEVER	Mon 6/29/15	Mon 6/29/15								
208	LSIORB Reviews the Initial Roadside System and Network System Plan and Sends Comments to Kapsch	0%	Tue 6/30/15	Mon 7/20/15	207	LSIORB	Tue 6/30/15	Mon 7/20/15								
209	Work on Comments and Revise the Initial Roadside System and Network System Plan	0%	Tue 7/21/15	Mon 9/21/15	208	ROLOSON[40%],PR	Tue 7/21/15	Mon 9/21/15								
210	Submit Revised Roadside System and Network System Plan to LSIORB [Rev. 01]	0%	Mon 9/21/15	Mon 9/21/15	209	MCKEEVER	Mon 9/21/15	Mon 9/21/15								
211	LSIORB Reviews and Approves the Final Roadside System and Network System Plan	0%	Tue 9/22/15	Mon 10/5/15	210	LSIORB	Tue 9/22/15	Mon 10/5/15								
212	Roadside System and Network System Plan Approved	0%	Mon 10/5/15	Mon 10/5/15	211		Mon 10/5/15	Mon 10/5/15								
213	(TP-002) Back Office System Plan	0%	Mon 5/18/15	Fri 10/2/15			Mon 5/18/15	Fri 10/2/15								
214	Back Office System Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15								
215	Prepare the Document	0%	Mon 5/18/15	Fri 6/5/15	214	Cory Johnson[10%],M	Mon 5/18/15	Fri 6/5/15								
216	Conduct Document Internal Review Meeting	0%	Fri 6/5/15	Fri 6/12/15	215	Drew Bixby[10%],M	Fri 6/5/15	Fri 6/12/15								
217	Document Finalization	0%	Fri 6/12/15	Fri 6/19/15	216	Martin Maldonado[10]	Fri 6/12/15	Fri 6/19/15								
218	Submit Initial Draft Document to Kapsch	0%	Fri 6/19/15	Fri 6/19/15	217	Martin Maldonado	Fri 6/19/15	Fri 6/19/15								
219	Kapsch Conducts Review & Finalizes Draft	0%	Fri 6/19/15	Mon 7/13/15	218	WHEELER[5%],AGN	Fri 6/19/15	Mon 7/13/15								
220	Submit Initial Draft Document to LSIORB	0%	Mon 7/13/15	Mon 7/13/15	219	Martin Maldonado	Mon 7/13/15	Mon 7/13/15								
221	LSIORB Reviews the Initial Document and Sends Comments	0%	Tue 7/14/15	Fri 8/7/15	220	LSIORB	Tue 7/14/15	Fri 8/7/15								
222	Conduct BOS Plan Document Meeting with Service Recipients	0%	Mon 8/10/15	Mon 8/10/15	221	BROUSSARD	Mon 8/10/15	Mon 8/10/15								
223	Work on Comments and Revise the Initial Document	0%	Tue 8/11/15	Fri 9/18/15	222	BROUSSARD[25%],M	Tue 8/11/15	Fri 9/18/15								
224	Submit Revised Document to LSIORB	0%	Fri 9/18/15	Fri 9/18/15	223	Martin Maldonado	Fri 9/18/15	Fri 9/18/15								
225	LSIORB Reviews and Approves the Final Document	0%	Mon 9/21/15	Fri 10/2/15	224	LSIORB	Mon 9/21/15	Fri 10/2/15								
226	Back Office System Plan Approved	0%	Fri 10/2/15	Fri 10/2/15	225		Fri 10/2/15	Fri 10/2/15								
227	(TP-003) Toll Operations Center (TOC) System Plan	0%	Mon 5/18/15	Fri 10/9/15			Mon 5/18/15	Fri 10/9/15								
228	Toll Operations Center (TOC) System Plan Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15								
229	Develop Toll Operations Center (TOC) System Plan	0%	Tue 5/19/15	Mon 6/29/15	228	ROGERS[50%]	Tue 5/19/15	Mon 6/29/15								
230	Submit Toll Operations Center (TOC) System Plan to LSIORB [Rev. 00]	0%	Mon 6/29/15	Mon 6/29/15	229	MCKEEVER	Mon 6/29/15	Mon 6/29/15								
231	LSIORB Reviews the Initial Toll Operations Center (TOC) System Plan and Sends Comments to Kapsch	0%	Tue 6/30/15	Mon 7/20/15	230	LSIORB	Tue 6/30/15	Mon 7/20/15								
232	Work on Comments and Revise the Initial Toll Operations Center (TOC) System Plan	0%	Mon 7/20/15	Thu 8/13/15	231	AGNOLIN[50%]	Mon 7/20/15	Thu 8/13/15								
233	Submit Revised Toll Operations Center (TOC) System Plan to LSIORB [Rev. 01]	0%	Thu 8/13/15	Thu 8/13/15	232	MCKEEVER	Thu 8/13/15	Thu 8/13/15								
234	LSIORB Reviews and Approves the Final Toll Operations Center (TOC) System Plan	0%	Fri 8/14/15	Fri 9/11/15	233	LSIORB	Fri 8/14/15	Fri 9/11/15								
235	Work on Comments and Revise the Initial Toll Operations Center (TOC) System Plan	0%	Mon 9/14/15	Fri 9/25/15	234	AGNOLIN[25%]	Mon 9/14/15	Fri 9/25/15								
236	Submit Revised Toll Operations Center (TOC) System Plan to LSIORB [Rev. 01]	0%	Fri 9/25/15	Fri 9/25/15	235	MCKEEVER	Fri 9/25/15	Fri 9/25/15								
237	LSIORB Reviews and Approves the Final Toll Operations Center (TOC) System Plan	0%	Mon 9/28/15	Fri 10/9/15	236	LSIORB	Mon 9/28/15	Fri 10/9/15								
238	TOC System Plan Approved	0%	Fri 10/9/15	Fri 10/9/15	237		Fri 10/9/15	Fri 10/9/15								
239	(TP-019) Master Testing and Commissioning Plan (MTCP)	0%	Mon 5/18/15	Fri 10/9/15			Mon 5/18/15	Fri 10/9/15								
240	Master Testing and Commissioning Plan (MTCP) Start	0%	Mon 5/18/15	Mon 5/18/15	151		Mon 5/18/15	Mon 5/18/15								
241	Prepare the Document	0%	Mon 5/18/15	Fri 5/29/15	240	Cory Johnson[10%],M	Mon 5/18/15	Fri 5/29/15								
242	Conduct Document Internal Review Meeting	0%	Fri 5/29/15	Mon 6/8/15	241	Drew Bixby[25%],M	Fri 5/29/15	Mon 6/8/15								
243	Document Finalization	0%	Mon 6/8/15	Fri 6/19/15	242	Martin Maldonado[10]	Mon 6/8/15	Fri 6/19/15								
244	Submit Initial Draft Document to Kapsch	0%	Fri 6/19/15	Fri 6/19/15	243	Martin Maldonado	Fri 6/19/15	Fri 6/19/15								
245	Kapsch Conducts Review & Finalizes Draft	0%	Mon 6/22/15	Mon 7/13/15	244	WHEELER[5%],AGN	Mon 6/22/15	Mon 7/13/15								

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015	
									Jan	Feb	Mar	Apr	May	Jun	Jul	
246	Submit Initial Draft Document to LSIORB	0%	Mon 7/13/15	Mon 7/13/15	245	Martin Maldonado	Mon 7/13/15	Mon 7/13/15								
247	LSIORB Reviews the Initial Document and Sends Comments	0%	Tue 7/14/15	Mon 7/27/15	246	LSIORB	Tue 7/14/15	Mon 7/27/15								
248	Work on Comments and Revise the Initial Document	0%	Mon 7/27/15	Tue 8/11/15	247	AGNOLIN[50%],WHI	Mon 7/27/15	Tue 8/11/15								
249	Submit Revised Document to LSIORB	0%	Tue 8/11/15	Tue 8/11/15	248	Martin Maldonado	Tue 8/11/15	Tue 8/11/15								
250	LSIORB Reviews the Initial Document and Sends Comments	0%	Wed 8/12/15	Fri 9/11/15	249	LSIORB	Wed 8/12/15	Fri 9/11/15								
251	Work on Comments and Revise the Initial Document	0%	Mon 9/14/15	Fri 9/25/15	250	Mary Gaddy[10%],M	Mon 9/14/15	Fri 9/25/15								
252	Submit Revised Document to LSIORB	0%	Fri 9/25/15	Fri 9/25/15	251	Martin Maldonado	Fri 9/25/15	Fri 9/25/15								
253	LSIORB Reviews and Approves the Final Document	0%	Mon 9/28/15	Fri 10/9/15	252		Mon 9/28/15	Fri 10/9/15								
254	Master Testing and Commissioning Plan (MTCF) Approved	0%	Fri 10/9/15	Fri 10/9/15	253		Fri 10/9/15	Fri 10/9/15								
255	Entire System Initial Documents and Plans and Schedule Approved	0%	Fri 10/9/15	Fri 10/9/15	212,238,190,178,1		Fri 10/9/15	Fri 10/9/15								
256	<b>SW CUSTOMIZATION and INTEGRATION</b>	0%	Fri 10/9/15	Thu 10/29/15			Fri 10/9/15	Thu 10/29/15								
257	SW Customization and Integration Activities Start	0%	Fri 10/9/15	Fri 10/9/15	255		Fri 10/9/15	Fri 10/9/15								
258	SW Customization and Integration Activities	0%	Mon 10/12/15	Thu 10/29/15	257	ROLOSON[25%],MIL	Mon 10/12/15	Thu 10/29/15								
259	SW Customization and Integration Activities Complete	0%	Thu 10/29/15	Thu 10/29/15	258		Thu 10/29/15	Thu 10/29/15								
260	(TP-020) BASELINE TEST	0%	Fri 8/21/15	Fri 12/11/15			Fri 8/21/15	Fri 12/11/15								
261	<b>Baseline Test Plan, Cases, Scenarios, and Requirements Document</b>	0%	Fri 8/21/15	Thu 10/29/15			Fri 8/21/15	Thu 10/29/15								
262	Baseline Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Fri 8/21/15	Fri 8/21/15	278FF-57 days		Fri 8/21/15	Fri 8/21/15								
263	Develop Baseline Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 8/24/15	Fri 9/18/15	262	LEWIS[10%],SCHLIE	Mon 8/24/15	Fri 9/18/15								
264	Submit Baseline Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 00]	0%	Fri 9/18/15	Fri 9/18/15	263	ACZEL	Fri 9/18/15	Fri 9/18/15								
265	LSIORB Reviews the Initial Baseline Test Plan, Cases, Scenarios, and Requirements Document and Sends Comments	0%	Mon 9/21/15	Fri 10/2/15	264	LSIORB	Mon 9/21/15	Fri 10/2/15								
266	Work on Comments and Revise the Initial Baseline Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 10/5/15	Thu 10/15/15	265	LEWIS[50%],PRIEL	Mon 10/5/15	Thu 10/15/15								
267	Submit Revised Baseline Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 01]	0%	Thu 10/15/15	Thu 10/15/15	266	ACZEL	Thu 10/15/15	Thu 10/15/15								
268	LSIORB Reviews and Approves the Final Baseline Test Plan, Cases, Scenarios, and Requirements Document	0%	Fri 10/16/15	Thu 10/29/15	267	LSIORB	Fri 10/16/15	Thu 10/29/15								
269	Baseline Test Plan, Cases, Scenarios, and Requirements Document Finish	0%	Thu 10/29/15	Thu 10/29/15	268		Thu 10/29/15	Thu 10/29/15								
270	<b>Prepare and Conduct Baseline Test</b>	0%	Mon 11/2/15	Fri 12/11/15			Mon 11/2/15	Fri 12/11/15								
271	Baseline Test Preparation Start	0%	Mon 11/2/15	Mon 11/2/15	259		Mon 11/2/15	Mon 11/2/15								
272	Roadside System Transaction Creation, Processing Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	ROLOSON[75%],PRI	Mon 11/2/15	Tue 11/10/15								
273	System Monitoring and Incident Management (MOMS) Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	MENA[20%],WHEEL	Mon 11/2/15	Tue 11/10/15								
274	Image Review Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	Martin Maldonado[10	Mon 11/2/15	Tue 11/10/15								
275	IVR Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	Martin Maldonado[10	Mon 11/2/15	Tue 11/10/15								
276	BOS, ETC and Violations Account Management Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	Martin Maldonado[10	Mon 11/2/15	Tue 11/10/15								
277	Credit Cards, Violations, Collections and Court Processes Components Setup for Baseline Test	0%	Mon 11/2/15	Tue 11/10/15	271	Martin Maldonado[10	Mon 11/2/15	Tue 11/10/15								
278	Baseline Test Initiation	0%	Tue 11/10/15	Tue 11/10/15	272,273,274,276,2		Tue 11/10/15	Tue 11/10/15								
279	Conduct Baseline Test for Roadside System Transaction Creation, Processing Components (Saugerties, NY)	0%	Wed 11/11/15	Thu 11/12/15	278,269	ROLOSON[75%],W	Wed 11/11/15	Thu 11/12/15								
280	Conduct Baseline Test for System Monitoring and Incident Management (MOMS) Components (Saugerties, N	0%	Wed 11/11/15	Thu 11/12/15	278	MENA[75%],PRIEL	Wed 11/11/15	Thu 11/12/15								
281	Conduct RSS Re-Test, If Needed (Test Contingency Period) + Travel	0%	Fri 11/13/15	Fri 11/13/15	279,280	MENA,SCHLIEPER	Fri 11/13/15	Fri 11/13/15								
282	Conduct Baseline Test for Image Review Components (Austin, TX)	0%	Mon 11/16/15	Tue 11/17/15	281	Martin Maldonado[10	Mon 11/16/15	Tue 11/17/15								
283	Conduct Baseline Test for IVR Components (Austin, TX)	0%	Mon 11/16/15	Tue 11/17/15	281	Martin Maldonado[10	Mon 11/16/15	Tue 11/17/15								
284	Conduct Baseline Test for BOS, and Violations Account Management Components (Austin, TX)	0%	Mon 11/16/15	Tue 11/17/15	281	Martin Maldonado[10	Mon 11/16/15	Tue 11/17/15								
285	Conduct Baseline Test for Credit Cards, Violations, Collections and Court Processes Components (Austin, TX)	0%	Mon 11/16/15	Tue 11/17/15	281	Martin Maldonado[10	Mon 11/16/15	Tue 11/17/15								
286	Conduct BOS Re-test, If Needed (Test Contingency Period)	0%	Wed 11/18/15	Wed 11/18/15	282,283,284,285	ACZEL[10%],WHEEL	Wed 11/18/15	Wed 11/18/15								
287	Develop and Submit Baseline Test Report	0%	Thu 11/19/15	Fri 11/27/15	286	GANGISSETTY[30%],	Thu 11/19/15	Fri 11/27/15								
288	LSIORB Review & Approve Baseline Test Report	0%	Mon 11/30/15	Fri 12/11/15	287	LSIORB	Mon 11/30/15	Fri 12/11/15								
289	Baseline Test Complete	0%	Fri 12/11/15	Fri 12/11/15	288		Fri 12/11/15	Fri 12/11/15								
290	(TP-021) PRE-PRODUCTION CONTROLLED TEST	0%	Fri 12/11/15	Fri 4/1/16			Fri 12/11/15	Fri 4/1/16								
291	<b>Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Document</b>	0%	Fri 12/11/15	Mon 2/22/16			Fri 12/11/15	Mon 2/22/16								
292	Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Fri 12/11/15	Fri 12/11/15	301FF-60 days		Fri 12/11/15	Fri 12/11/15								
293	Develop Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 12/14/15	Mon 1/11/16	292	AGNOLIN[10%],WHI	Mon 12/14/15	Mon 1/11/16								
294	Submit Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Document to L	0%	Mon 1/11/16	Mon 1/11/16	293	ACZEL	Mon 1/11/16	Mon 1/11/16								

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
Split	External Tasks	Inactive Summary	Manual Summary	Critical Split	
Milestone	External Milestone	Manual Task	Start-only	Progress	
Summary	Inactive Task	Duration-only	Finish-only	Deadline	

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
295	LSIORB Reviews the Initial Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirios	0%	Tue 1/12/16	Mon 1/25/16	294	LSIORB	Tue 1/12/16	Mon 1/25/16									
296	Work on Comments and Revise the Initial Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios	0%	Tue 1/26/16	Mon 2/8/16	295	AGNOLIN[33%],WHI	Tue 1/26/16	Mon 2/8/16									
297	Submit Revised Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Docu	0%	Mon 2/8/16	Mon 2/8/16	296	ACZEL	Mon 2/8/16	Mon 2/8/16									
298	LSIORB Reviews and Approves the Final Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios	0%	Tue 2/9/16	Mon 2/22/16	297	LSIORB	Tue 2/9/16	Mon 2/22/16									
299	Pre-Production (Installation) Controlled Test Plan, Cases, Scenarios, and Requirements Document Finish	0%	Mon 2/22/16	Mon 2/22/16	298		Mon 2/22/16	Mon 2/22/16									
300	<b>Pre-Production (Installation) Controlled Test (At Kapsch Facilities)</b>	0%	Fri 3/4/16	Fri 4/1/16			Fri 3/4/16	Fri 4/1/16									
301	Pre-Production Controlled Test Start	0%	Fri 3/4/16	Fri 3/4/16	485		Fri 3/4/16	Fri 3/4/16									
302	Conduct Pre-Production Controlled Test	0%	Mon 3/7/16	Fri 3/11/16	301,299	GANGISETTY[20%],	Mon 3/7/16	Fri 3/11/16									
303	Issue Resolution and Conduct Re-test, If Needed (Test Contingency Period)	0%	Mon 3/14/16	Fri 3/18/16	302	GANGISETTY[20%],	Mon 3/14/16	Fri 3/18/16									
304	Develop and Submit Pre-Production Controlled Test Report	0%	Mon 3/14/16	Fri 3/18/16	302	GANGISETTY[10%],	Mon 3/14/16	Fri 3/18/16									
305	LSIORB Review & Approve Pre-Production Controlled Test Report	0%	Mon 3/21/16	Fri 4/1/16	304,303	LSIORB	Mon 3/21/16	Fri 4/1/16									
306	Pre-Production Controlled Test Approved	0%	Fri 4/1/16	Fri 4/1/16	305		Fri 4/1/16	Fri 4/1/16									
307	<b>PRE-OPERATIONS</b>	0%	Tue 7/28/15	Tue 9/6/16			Tue 7/28/15	Tue 9/6/16									
308	<b>PRE-OPERATIONS PROCUREMENT</b>	0%	Mon 9/21/15	Fri 12/11/15			Mon 9/21/15	Fri 12/11/15									
309	Long Lead Items Procurement and Delivery to Site	0%	Mon 9/21/15	Fri 12/11/15	289FF	MCKEEVER[5%],AC	Mon 9/21/15	Fri 12/11/15									
310	Walk Up Centers Procurement and Delivery to Site	0%	Mon 11/2/15	Fri 12/11/15	289FF	MCKEEVER[5%],AC	Mon 11/2/15	Fri 12/11/15									
311	BOS Procurement and Delivery to Site	0%	Mon 11/2/15	Fri 12/11/15	289FF	MCKEEVER[5%],KO	Mon 11/2/15	Fri 12/11/15									
312	CSC Procurement and Delivery to Site	0%	Mon 11/2/15	Fri 12/11/15	289FF	MCKEEVER[5%],AC	Mon 11/2/15	Fri 12/11/15									
313	TOC Procurement and Delivery to Site	0%	Mon 11/2/15	Fri 12/11/15	289FF	MCKEEVER[30%],A	Mon 11/2/15	Fri 12/11/15									
314	Pre-Toll Operations Procurement and Delivery to Site Complete	0%	Fri 12/11/15	Fri 12/11/15	309,310,311,312,3		Fri 12/11/15	Fri 12/11/15									
315	<b>PRE-OPERATIONS PLANS</b>	0%	Tue 7/28/15	Tue 11/3/15			Tue 7/28/15	Tue 11/3/15									
316	Pre-Toll Operation Plans Start	0%	Tue 7/28/15	Tue 7/28/15	151FS+51 days		Tue 7/28/15	Tue 7/28/15									
317	<b>(TP-005) BOS Installation Plan (Toll Facility Host, Final Field Installation Plans and Shop Drawings)</b>	0%	Tue 7/28/15	Mon 10/12/15			Tue 7/28/15	Mon 10/12/15									
318	BOS Installation Plan Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
319	Prepare the Document	0%	Tue 7/28/15	Tue 8/11/15	318	Art Adams[10%],ROL	Tue 7/28/15	Tue 8/11/15									
320	Conduct Document Internal Review Meeting	0%	Tue 8/11/15	Tue 8/18/15	319	Art Adams[5%]	Tue 8/11/15	Tue 8/18/15									
321	Document Finalization	0%	Tue 8/18/15	Tue 8/25/15	320	ROLOSON[10%],PR	Tue 8/18/15	Tue 8/25/15									
322	Submit Initial Draft Document to Kapsch	0%	Tue 8/25/15	Tue 8/25/15	321	Martin Maldonado	Tue 8/25/15	Tue 8/25/15									
323	Kapsch Conducts Review & Finalizes Draft	0%	Wed 8/26/15	Mon 8/31/15	322	ROLOSON[10%],PR	Wed 8/26/15	Mon 8/31/15									
324	Submit Initial Draft Document to LSIORB	0%	Mon 8/31/15	Mon 8/31/15	323	ACZEL	Mon 8/31/15	Mon 8/31/15									
325	LSIORB Reviews the Initial Document and Sends Comments	0%	Tue 9/1/15	Mon 9/14/15	324	LSIORB	Tue 9/1/15	Mon 9/14/15									
326	Work on Comments and Revise the Initial Document	0%	Tue 9/15/15	Mon 9/28/15	325	Mary Gaddy[10%],PF	Tue 9/15/15	Mon 9/28/15									
327	Submit Revised Document to LSIORB	0%	Mon 9/28/15	Mon 9/28/15	326	ACZEL	Mon 9/28/15	Mon 9/28/15									
328	LSIORB Reviews and Approves the Final Document	0%	Tue 9/29/15	Mon 10/12/15	327	LSIORB	Tue 9/29/15	Mon 10/12/15									
329	Toll Facility Host and Final Field Installation Plans and Shop Drawings Approved	0%	Mon 10/12/15	Mon 10/12/15	328		Mon 10/12/15	Mon 10/12/15									
330	<b>(TP-029) CSC Operations Plan</b>	0%	Tue 7/28/15	Tue 11/3/15			Tue 7/28/15	Tue 11/3/15									
331	CSC Operations Plan Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
332	Kapsch Conducts Review & Finalizes Draft	0%	Tue 7/28/15	Tue 9/22/15	331	WHEELER[10%],AG	Tue 7/28/15	Tue 9/22/15									
333	Submit the Document to Kapsch	0%	Tue 9/22/15	Tue 9/22/15	332	Martin Maldonado	Tue 9/22/15	Tue 9/22/15									
334	Kapsch Document Finalization	0%	Wed 9/23/15	Tue 9/29/15	333	WHEELER[10%],AG	Wed 9/23/15	Tue 9/29/15									
335	Submit Draft Document to LSIORB	0%	Tue 9/29/15	Tue 9/29/15	334	Martin Maldonado	Tue 9/29/15	Tue 9/29/15									
336	LSIORB Reviews the Initial Document and Sends Comments	0%	Wed 9/30/15	Tue 10/13/15	335	LSIORB	Wed 9/30/15	Tue 10/13/15									
337	Work on Comments and Revise the Initial Document	0%	Wed 10/14/15	Tue 10/20/15	336	Martin Maldonado[5]	Wed 10/14/15	Tue 10/20/15									
338	Submit Revised Document to LSIORB	0%	Tue 10/20/15	Tue 10/20/15	337	Martin Maldonado	Tue 10/20/15	Tue 10/20/15									
339	LSIORB Reviews and Approves the Final Document	0%	Wed 10/21/15	Tue 11/3/15	338	LSIORB	Wed 10/21/15	Tue 11/3/15									
340	CSC Operations Plan Approved	0%	Tue 11/3/15	Tue 11/3/15	339		Tue 11/3/15	Tue 11/3/15									
341	<b>(TP-004) Roadside System and Network Installation Plan</b>	0%	Tue 7/28/15	Tue 11/3/15			Tue 7/28/15	Tue 11/3/15									
342	Roadside System and Network Installation Plan Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
343	Develop Roadside System and Network Installation Plan	0%	Wed 7/29/15	Tue 9/29/15	342	HARDIN[30%],PRIE	Wed 7/29/15	Tue 9/29/15									

Project: LSIORB Date: Mon 10/26/15	<b>Task</b> <b>Project Summary</b> <b>Split</b> <b>External Tasks</b> <b>Milestone</b> <b>External Milestone</b> <b>Summary</b> <b>Inactive Task</b>	<b>Inactive Milestone</b> <b>Inactive Summary</b> <b>Manual Task</b> <b>Duration-only</b>	<b>Manual Summary Rollup</b> <b>Manual Summary</b> <b>Start-only</b> <b>Finish-only</b>	<b>Critical</b> <b>Critical Split</b> <b>Progress</b> <b>Deadline</b>
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ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Gantt Chart								
									Qtr 1, 2015	Feb	Mar	Qtr 2, 2015	Apr	May	Jun	Qtr 3, 2015	Jul
344	Submit Roadside System and Network Installation Plan to LSIORB [Rev. 00]	0%	Tue 9/29/15	Tue 9/29/15	343	ACZEL	Tue 9/29/15	Tue 9/29/15									
345	LSIORB Review & Comment on Roadside System and Network Installation Plan	0%	Wed 9/30/15	Tue 10/13/15	344	LSIORB	Wed 9/30/15	Tue 10/13/15									
346	Review comments and Revise Roadside System and Network Installation Plan	0%	Wed 10/14/15	Tue 10/20/15	345	PRIELER[10%],HAR	Wed 10/14/15	Tue 10/20/15									
347	Submit Roadside System and Network Installation Plan to LSIORB [Rev. 01]	0%	Tue 10/20/15	Tue 10/20/15	346	ACZEL	Tue 10/20/15	Tue 10/20/15									
348	LSIORB Review & Approval of Roadside System and Network Installation Plan	0%	Wed 10/21/15	Tue 11/3/15	347	LSIORB	Wed 10/21/15	Tue 11/3/15									
349	Roadside System and Network Installation Plan Approved	0%	Tue 11/3/15	Tue 11/3/15	348		Tue 11/3/15	Tue 11/3/15									
350	(TP-011) Maintenance and Support Plan	0%	Tue 7/28/15	Wed 10/21/15			Tue 7/28/15	Wed 10/21/15									
351	Maintenance and Support Plan Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
352	Prepare the Document	0%	Tue 7/28/15	Wed 8/19/15	351	Art Adams[10%],Geo	Tue 7/28/15	Wed 8/19/15									
353	Conduct Document Internal Review Meeting	0%	Wed 8/19/15	Wed 9/2/15	352	Art Adams,George R	Wed 8/19/15	Wed 9/2/15									
354	Document Finalization	0%	Thu 9/3/15	Wed 9/9/15	353	ROGERS[10%],WHE	Thu 9/3/15	Wed 9/9/15									
355	Submit Initial Draft Document to Kapsch	0%	Wed 9/9/15	Wed 9/9/15	354	Martin Maldonado	Wed 9/9/15	Wed 9/9/15									
356	Kapsch Conducts Review & Finalizes Draft	0%	Thu 9/10/15	Wed 9/16/15	355	ROGERS[10%],WHE	Thu 9/10/15	Wed 9/16/15									
357	Submit Initial Draft Document to LSIORB	0%	Wed 9/16/15	Wed 9/16/15	356	WHEELER	Wed 9/16/15	Wed 9/16/15									
358	LSIORB Reviews the Initial Document and Sends Comments	0%	Thu 9/17/15	Wed 9/30/15	357	LSIORB	Thu 9/17/15	Wed 9/30/15									
359	Work on Comments and Revise the Initial Document	0%	Thu 10/1/15	Wed 10/7/15	358	Mary Gaddy[10%],RC	Thu 10/1/15	Wed 10/7/15									
360	Submit Revised Document to LSIORB	0%	Wed 10/7/15	Wed 10/7/15	359	WHEELER	Wed 10/7/15	Wed 10/7/15									
361	LSIORB Reviews and Approves the Final Document	0%	Thu 10/8/15	Wed 10/21/15	360	LSIORB	Thu 10/8/15	Wed 10/21/15									
362	Maintenance and Support Plan Approved	0%	Wed 10/21/15	Wed 10/21/15	361		Wed 10/21/15	Wed 10/21/15									
363	(TP-012) Transition Plan	0%	Tue 7/28/15	Fri 10/30/15			Tue 7/28/15	Fri 10/30/15									
364	Transition Plan Start	100%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
365	Develop the Transition Plan, Review and Finalize Internally	75%	Wed 7/29/15	Fri 9/18/15	364	ACZEL[10%],MCKEE	Wed 7/29/15	Fri 9/18/15									
366	Submit Transition Plan to LSIORB [Rev. 00]	0%	Fri 9/18/15	Fri 9/18/15	365	ACZEL	Fri 9/18/15	Fri 9/18/15									
367	LSIORB Reviews the Initial Transition Plan and Sends Comments to Kapsch	0%	Mon 9/21/15	Fri 10/2/15	366	LSIORB	Mon 9/21/15	Fri 10/2/15									
368	Work on Comments and Revise the Initial Transition Plan	0%	Mon 10/5/15	Fri 10/16/15	367	ACZEL[30%],MCKEE	Mon 10/5/15	Fri 10/16/15									
369	Submit Revised Document to LSIORB [Rev. 01]	0%	Fri 10/16/15	Fri 10/16/15	368	ACZEL	Fri 10/16/15	Fri 10/16/15									
370	LSIORB Reviews and Approves the Final Transition Plan	0%	Mon 10/19/15	Fri 10/30/15	369	LSIORB	Mon 10/19/15	Fri 10/30/15									
371	Transition Plan Approved	0%	Fri 10/30/15	Fri 10/30/15	370		Fri 10/30/15	Fri 10/30/15									
372	(DD-3052-071-ORB) Surge Suppression and Lightning Protection Design and Plan	0%	Tue 7/28/15	Tue 11/3/15			Tue 7/28/15	Tue 11/3/15									
373	Surge Suppression and Lightning Protection Design and Plan Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
374	Prepare the Document	0%	Wed 7/29/15	Tue 9/1/15	373	Florian[25%],Rolosor	Wed 7/29/15	Tue 9/1/15									
375	Conduct Document Internal Review Meeting	0%	Wed 9/2/15	Tue 9/15/15	374	Florian[25%],Rolosor	Wed 9/2/15	Tue 9/15/15									
376	Document Finalization	0%	Wed 9/16/15	Tue 9/29/15	375	Florian[25%],Rolosor	Wed 9/16/15	Tue 9/29/15									
377	Submit Initial Draft Document to LSIORB	0%	Tue 9/29/15	Tue 9/29/15	376	WHEELER[50%],MC	Tue 9/29/15	Tue 9/29/15									
378	LSIORB Reviews the Initial Surge Suppression and Lightning Protection Design and Plan and Sends Comn	0%	Wed 9/30/15	Tue 10/13/15	377	LSIORB	Wed 9/30/15	Tue 10/13/15									
379	Work on Comments and Revise the Surge Suppression and Lightning Protection Design and Plan	0%	Wed 10/14/15	Tue 10/20/15	378	Hatch Aaron[25%],S	Wed 10/14/15	Tue 10/20/15									
380	Submit Surge Suppression and Lightning Protection Design and Plan to LSIORB [Rev. 01]	0%	Tue 10/20/15	Tue 10/20/15	379	WHEELER[50%],MC	Tue 10/20/15	Tue 10/20/15									
381	LSIORB Reviews and Approves the Final Surge Suppression and Lightning Protection Design and Plan	0%	Wed 10/21/15	Tue 11/3/15	380	LSIORB	Wed 10/21/15	Tue 11/3/15									
382	Surge Suppression and Lightning Protection Design and Plan Complete	0%	Tue 11/3/15	Tue 11/3/15	381		Tue 11/3/15	Tue 11/3/15									
383	(TP-033) Disaster Recovery System Plan	0%	Tue 7/28/15	Fri 10/30/15			Tue 7/28/15	Fri 10/30/15									
384	Disaster Recovery System Plan Start	100%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
385	Develop Disaster Recovery System Plan, Review and Finalize Internally	75%	Wed 7/29/15	Fri 9/18/15	384	PRIELER[10%],ROL	Wed 7/29/15	Fri 9/18/15									
386	Submit Disaster Recovery System Plan to LSIORB [Rev. 00]	0%	Fri 9/18/15	Fri 9/18/15	385	Martin Maldonado[2	Fri 9/18/15	Fri 9/18/15									
387	LSIORB Reviews the Initial Disaster Recovery System Plan and Sends Comments to Kapsch	0%	Mon 9/21/15	Fri 10/2/15	386	LSIORB	Mon 9/21/15	Fri 10/2/15									
388	Work on Comments and Revise the Initial Disaster Recovery System Plan	0%	Mon 10/5/15	Fri 10/16/15	387	PRIELER[10%],ROL	Mon 10/5/15	Fri 10/16/15									
389	Submit Revised Disaster Recovery System Plan to LSIORB [Rev. 01]	0%	Fri 10/16/15	Fri 10/16/15	388	MCKEEVER	Fri 10/16/15	Fri 10/16/15									
390	LSIORB Reviews and Approves the Final Disaster Recovery System Plan	0%	Mon 10/19/15	Fri 10/30/15	389	LSIORB	Mon 10/19/15	Fri 10/30/15									
391	Disaster Recovery System Plan Approved	0%	Fri 10/30/15	Fri 10/30/15	390		Fri 10/30/15	Fri 10/30/15									
392	(TP-007) User Manuals	0%	Tue 7/28/15	Fri 10/30/15			Tue 7/28/15	Fri 10/30/15									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
393	User Manuals Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
394	Prepare the Document	0%	Tue 7/28/15	Tue 8/25/15	393	PRIELER[10%],Mary	Tue 7/28/15	Tue 8/25/15									
395	Conduct Document Internal Review Meeting	0%	Wed 8/26/15	Tue 9/8/15	394	Bobby Stephens[50%]	Wed 8/26/15	Tue 9/8/15									
396	Document Finalization	0%	Wed 9/9/15	Mon 9/14/15	395	Cory Johnson[30%],F	Wed 9/9/15	Mon 9/14/15									
397	Submit Initial Draft Document to Kapsch	0%	Mon 9/14/15	Mon 9/14/15	396	Martin Maldonado	Mon 9/14/15	Mon 9/14/15									
398	Kapsch Document Finalization	0%	Tue 9/15/15	Fri 9/18/15	397	Cory Johnson[20%],\	Tue 9/15/15	Fri 9/18/15									
399	Submit Initial Draft Document to LSIORB	0%	Fri 9/18/15	Fri 9/18/15	398	WHEELER, Martin M;	Fri 9/18/15	Fri 9/18/15									
400	LSIORB Reviews the Initial User Manuals and Sends Comments to Kapsch	0%	Mon 9/21/15	Fri 10/2/15	399	LSIORB	Mon 9/21/15	Fri 10/2/15									
401	Work on Comments and Revise the Initial User Manuals	0%	Mon 10/5/15	Fri 10/16/15	400	WHEELER[10%],PR	Mon 10/5/15	Fri 10/16/15									
402	Submit Revised User Manuals to LSIORB [Rev. 01]	0%	Fri 10/16/15	Fri 10/16/15	401	WHEELER, Martin M;	Fri 10/16/15	Fri 10/16/15									
403	LSIORB Reviews and Approves the Final User Manuals	0%	Mon 10/19/15	Fri 10/30/15	402	LSIORB	Mon 10/19/15	Fri 10/30/15									
404	User Manuals Complete	0%	Fri 10/30/15	Fri 10/30/15	403		Fri 10/30/15	Fri 10/30/15									
405	<b>(TP-013) Third Party Manuals and Documentation</b>	0%	Tue 7/28/15	Thu 10/8/15			Tue 7/28/15	Thu 10/8/15									
406	Third Party Manuals and Documentation Start	0%	Tue 7/28/15	Tue 7/28/15	316		Tue 7/28/15	Tue 7/28/15									
407	Prepare the Document	0%	Tue 7/28/15	Tue 8/11/15	406	PRIELER[10%],Mary	Tue 7/28/15	Tue 8/11/15									
408	Conduct Document Internal Review Meeting	0%	Wed 8/12/15	Tue 8/18/15	407	Bobby Stephens[50%]	Wed 8/12/15	Tue 8/18/15									
409	Document Finalization	0%	Wed 8/25/15	Tue 8/25/15	408	Cory Johnson,PRIEL	Wed 8/19/15	Tue 8/25/15									
410	Submit Initial Draft Document to Kapsch	0%	Tue 8/25/15	Tue 8/25/15	409	Martin Maldonado	Tue 8/25/15	Tue 8/25/15									
411	Kapsch Document Finalization	0%	Wed 8/26/15	Mon 8/31/15	410	Cory Johnson[20%],\	Wed 8/26/15	Mon 8/31/15									
412	Submit Initial Draft Document to LSIORB	0%	Mon 8/31/15	Mon 8/31/15	411	WHEELER, Martin M;	Mon 8/31/15	Mon 8/31/15									
413	LSIORB Reviews the Initial Third Party Manuals and Documentation and Sends Comments to Kapsch	0%	Tue 9/1/15	Thu 9/10/15	412	LSIORB	Tue 9/1/15	Thu 9/10/15									
414	Work on Comments and Revise the Third Party Manuals and Documentation Manuals	0%	Fri 9/11/15	Thu 9/24/15	413	WHEELER[10%],PR	Fri 9/11/15	Thu 9/24/15									
415	Submit Revised Third Party Manuals and Documentation to LSIORB [Rev. 01]	0%	Thu 9/24/15	Thu 9/24/15	414	WHEELER, Martin M;	Thu 9/24/15	Thu 9/24/15									
416	LSIORB Reviews and Approves the Final Third Party Manuals and Documentation	0%	Fri 9/25/15	Thu 10/8/15	415	LSIORB	Fri 9/25/15	Thu 10/8/15									
417	Third Party Manuals and Documentation Complete	0%	Thu 10/8/15	Thu 10/8/15	416		Thu 10/8/15	Thu 10/8/15									
418	Pre-Operations Plans Complete	0%	Tue 11/3/15	Tue 11/3/15	371,349,391,329,3		Tue 11/3/15	Tue 11/3/15									
419	<b>NOTICES PRINTS REQUIREMENTS DOCUMENT (Absorbed by BOS Plan)</b>	0%	Fri 9/25/15	Thu 1/14/16			Fri 9/25/15	Thu 1/14/16									
420	Provide Sample of Each Letter/Notification Type	0%	Fri 9/25/15	Thu 10/15/15	120	Rusty Lindsey	Fri 9/25/15	Thu 10/15/15									
421	Provide Final Letter Samples & Business Rules	0%	Fri 10/16/15	Thu 10/22/15	420	Martin Maldonado[10	Fri 10/16/15	Thu 10/22/15									
422	Submit Samples to LSIORB [Rev. 00]	0%	Thu 10/22/15	Thu 10/22/15	421	Martin Maldonado	Thu 10/22/15	Thu 10/22/15									
423	LSIORB Review and Provide Comments Back	0%	Fri 10/23/15	Thu 12/17/15	422	LSIORB	Fri 10/23/15	Thu 12/17/15									
424	Work on Comments and Revise Samples	0%	Fri 12/18/15	Thu 12/31/15	423	Rusty Lindsey, Martin	Fri 12/18/15	Thu 12/31/15									
425	Re-submit the Samples [Rev. 01]	0%	Thu 12/31/15	Thu 12/31/15	424	Martin Maldonado	Thu 12/31/15	Thu 12/31/15									
426	LSIORB Reviews and Approves the Final Samples	0%	Fri 1/1/16	Thu 1/14/16	425		Fri 1/1/16	Thu 1/14/16									
427	<b>PRE-OPERATIONS STAFFING</b>	0%	Mon 1/18/16	Fri 4/1/16			Mon 1/18/16	Fri 4/1/16									
428	Pre-Toll Operations Staffing Start	0%	Mon 1/18/16	Mon 1/18/16	289FS+26 days		Mon 1/18/16	Mon 1/18/16									
429	<b>Draft Org Chart</b>	0%	Tue 1/19/16	Tue 2/2/16			Tue 1/19/16	Tue 2/2/16									
430	Direct Requirements	0%	Tue 1/19/16	Tue 1/19/16	428	Al Minder, David Andr	Tue 1/19/16	Tue 1/19/16									
431	Draft Chart	0%	Wed 1/20/16	Tue 1/26/16	430	David Andrukut	Wed 1/20/16	Tue 1/26/16									
432	Executive Review and Approval	0%	Wed 1/27/16	Tue 2/2/16	431	Jason Schmer	Wed 1/27/16	Tue 2/2/16									
433	<b>Hire Plan</b>	0%	Wed 2/3/16	Thu 2/11/16			Wed 2/3/16	Thu 2/11/16									
434	Draft Hire Plan	0%	Wed 2/3/16	Tue 2/9/16	432	Al Minder	Wed 2/3/16	Tue 2/9/16									
435	CEO Approval	0%	Wed 2/10/16	Thu 2/11/16	434	Bruce Cummings	Wed 2/10/16	Thu 2/11/16									
436	<b>Manager / Supervisor / Staff</b>	0%	Fri 2/12/16	Wed 2/17/16			Fri 2/12/16	Wed 2/17/16									
437	Identify Job Positions	0%	Fri 2/12/16	Fri 2/12/16	435	Al Minder[50%], Davi	Fri 2/12/16	Fri 2/12/16									
438	Generate Job Descriptions (if needed)	0%	Mon 2/15/16	Wed 2/17/16	437	David Andrukut	Mon 2/15/16	Wed 2/17/16									
439	<b>Internal Recruiting</b>	0%	Thu 2/18/16	Wed 3/9/16			Thu 2/18/16	Wed 3/9/16									
440	Post Internal Positions	0%	Thu 2/18/16	Wed 2/24/16	438	David Andrukut[50%]	Thu 2/18/16	Wed 2/24/16									
441	Screen Candidates	0%	Thu 2/25/16	Wed 3/2/16	440	David Andrukut[50%]	Thu 2/25/16	Wed 3/2/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
Split	External Tasks	Inactive Summary	Manual Summary	Critical Split	
Milestone	External Milestone	Manual Task	Start-only	Progress	
Summary	Inactive Task	Duration-only	Finish-only	Deadline	

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	2015							
									Qtr 1	Qtr 2	Qtr 3	Jan	Feb	Mar	Apr	May
442	Interview Internal Candidates	0%	Thu 3/3/16	Wed 3/9/16	441	AJ Minder[33%], Davi	Thu 3/3/16	Wed 3/9/16								
443	Announce Selection(s)	0%	Wed 3/9/16	Wed 3/9/16	442	AI Minder	Wed 3/9/16	Wed 3/9/16								
444	<b>External Recruiting</b>	0%	Thu 2/18/16	Fri 4/1/16			Thu 2/18/16	Fri 4/1/16								
445	Post External Positions	0%	Thu 2/18/16	Wed 2/24/16	438	David Andrukat[50%]	Thu 2/18/16	Wed 2/24/16								
446	Screen Candidates	0%	Thu 2/25/16	Fri 2/26/16	445	David Andrukat[50%]	Thu 2/25/16	Fri 2/26/16								
447	Interview Candidates	0%	Mon 2/29/16	Fri 3/11/16	446	AI Minder[33%], Davi	Mon 2/29/16	Fri 3/11/16								
448	Prepare Hiring Justification	0%	Mon 3/14/16	Fri 3/18/16	447	David Andrukat, Josh	Mon 3/14/16	Fri 3/18/16								
449	Perform Pre-Employment Testing & Background Check	0%	Mon 3/21/16	Fri 4/1/16	448		Mon 3/21/16	Fri 4/1/16								
450	Announce Selection(s)	0%	Fri 4/1/16	Fri 4/1/16	449	AI Minder	Fri 4/1/16	Fri 4/1/16								
451	Pre-Toll Operations Staffing Complete	0%	Fri 4/1/16	Fri 4/1/16	443,450		Fri 4/1/16	Fri 4/1/16								
452	<b>PRE-OPERATIONS CUSTOMIZATION and BUILD OUT - Kapsch Internal QC</b>	0%	Fri 12/11/15	Fri 4/1/16			Fri 12/11/15	Fri 4/1/16								
453	Operations Build Out Start	0%	Fri 12/11/15	Fri 12/11/15	289,314,418		Fri 12/11/15	Fri 12/11/15								
454	<b>Notices Print Vendor Data</b>	0%	Fri 1/15/16	Thu 3/17/16			Fri 1/15/16	Thu 3/17/16								
455	Provide XML layout for each Letter	0%	Fri 1/15/16	Thu 1/28/16	426	Jeff Poplin, Rusty Lin	Fri 1/15/16	Thu 1/28/16								
456	Provide Test Data for each Letter	0%	Fri 1/29/16	Thu 2/4/16	455	Jeff Poplin	Fri 1/29/16	Thu 2/4/16								
457	Complete Programming for Receipt of Return File	0%	Fri 2/5/16	Thu 2/11/16	456	Ruben Vela, Rusty Li	Fri 2/5/16	Thu 2/11/16								
458	Confirm/Provide Set-Up for each Letter	0%	Fri 2/12/16	Thu 2/25/16	457	Rusty Lindsey	Fri 2/12/16	Thu 2/25/16								
459	Provide Font Type & Logo Requirements	0%	Fri 2/26/16	Thu 3/3/16	458	Rusty Lindsey	Fri 2/26/16	Thu 3/3/16								
460	Provide Return Address for each Letter	0%	Fri 3/4/16	Thu 3/10/16	459	Rusty Lindsey	Fri 3/4/16	Thu 3/10/16								
461	Provide Postal Endorsement to be used on Letters	0%	Fri 3/11/16	Thu 3/17/16	460	Rusty Lindsey	Fri 3/11/16	Thu 3/17/16								
462	<b>BOS and CSC Installation and Integration</b>	0%	Fri 12/11/15	Fri 3/4/16			Fri 12/11/15	Fri 3/4/16								
463	<b>IVR</b>	0%	Fri 12/11/15	Fri 3/4/16			Fri 12/11/15	Fri 3/4/16								
464	IVR Start	0%	Fri 12/11/15	Fri 12/11/15	453		Fri 12/11/15	Fri 12/11/15								
465	IVR Installation	0%	Mon 12/14/15	Fri 1/8/16	464	George Romo[5%], N	Mon 12/14/15	Fri 1/8/16								
466	IVR Customization	0%	Mon 1/11/16	Fri 3/4/16	465	George Romo[5%], N	Mon 1/11/16	Fri 3/4/16								
467	IVR Completion	0%	Fri 3/4/16	Fri 3/4/16	466	George Romo[5%], N	Fri 3/4/16	Fri 3/4/16								
468	<b>Other BOS and CSC Components Installation and Integration</b>	0%	Fri 12/11/15	Fri 3/4/16			Fri 12/11/15	Fri 3/4/16								
469	BOS and CSC Equipment Installation Start	0%	Fri 12/11/15	Fri 12/11/15	453,345		Fri 12/11/15	Fri 12/11/15								
470	CSC System Installation & Testing	0%	Mon 12/14/15	Fri 3/4/16	469	WHEELER[5%], PRIE	Mon 12/14/15	Fri 3/4/16								
471	BOS Host System / Servers Installation & Testing	0%	Mon 12/14/15	Fri 3/4/16	469	WHEELER[5%], BRC	Mon 12/14/15	Fri 3/4/16								
472	Networking Equipment Installation & Testing	0%	Mon 12/14/15	Fri 3/4/16	469	KOUDELKA[5%], WH	Mon 12/14/15	Fri 3/4/16								
473	Telephone Equipment Installation & Testing	0%	Mon 12/14/15	Fri 3/4/16	469	KOUDELKA[20%], AC	Mon 12/14/15	Fri 3/4/16								
474	Install Workstations / Printers / Peripherals and Testing	0%	Mon 12/14/15	Fri 3/4/16	469	KOUDELKA[5%], GR	Mon 12/14/15	Fri 3/4/16								
475	BOS Equipment Installation Complete	0%	Fri 3/4/16	Fri 3/4/16	474,471,472,473,4		Fri 3/4/16	Fri 3/4/16								
476	<b>TOC Installation and Integration</b>	0%	Fri 12/11/15	Fri 3/4/16			Fri 12/11/15	Fri 3/4/16								
477	TOC Equipment Installation Start	0%	Fri 12/11/15	Fri 12/11/15	453	MCKEEVER	Fri 12/11/15	Fri 12/11/15								
478	TOC Equipment Installation and Integration Testing Related Work	0%	Mon 12/14/15	Fri 3/4/16	477	KOUDELKA[10%], HC	Mon 12/14/15	Fri 3/4/16								
479	TOC Equipment Installation Complete	0%	Fri 3/4/16	Fri 3/4/16	478	MCKEEVER	Fri 3/4/16	Fri 3/4/16								
480	<b>Walk-Up Centers (WUC) Installation and Integration</b>	0%	Mon 2/1/16	Wed 3/2/16			Mon 2/1/16	Wed 3/2/16								
481	Walk-Up Centers Equipment's Installation Start	0%	Mon 2/1/16	Mon 2/1/16	453FS+36 days	MCKEEVER	Mon 2/1/16	Mon 2/1/16								
482	Walk-Up Centers Installations and Integration Testing Related Work	0%	Mon 2/1/16	Wed 3/2/16	481		Mon 2/1/16	Wed 3/2/16								
483	Walk-Up Centers Installations Complete	0%	Wed 3/2/16	Wed 3/2/16	482	MCKEEVER	Wed 3/2/16	Wed 3/2/16								
484	<b>BOS, CSC, TOC and WUC System End to End Integration</b>	0%	Fri 3/4/16	Fri 4/1/16			Fri 3/4/16	Fri 4/1/16								
485	BOS, CSC and TOC System Integration Start	0%	Fri 3/4/16	Fri 3/4/16	479,475,483,467		Fri 3/4/16	Fri 3/4/16								
486	Integration into other LSIORB systems such as GL software, Joint Board State networks	0%	Mon 3/7/16	Tue 3/8/16	485	WHEELER[10%], MC	Mon 3/7/16	Tue 3/8/16								
487	Conduct Interface Testing	0%	Wed 3/9/16	Tue 3/15/16	486	WHEELER[10%], PR	Wed 3/9/16	Tue 3/15/16								
488	Conduct Infrastructure Connectivity Testing	0%	Wed 3/16/16	Wed 3/16/16	487	WHEELER[10%], MC	Wed 3/16/16	Wed 3/16/16								
489	BOS System Integration Testing	0%	Thu 3/17/16	Wed 3/23/16	488	WHEELER[10%], PR	Thu 3/17/16	Wed 3/23/16								
490	TOC System Integration Testing	0%	Thu 3/24/16	Wed 3/30/16	489	WHEELER[10%], PR	Thu 3/24/16	Wed 3/30/16								

Project: LSIORB Date: Mon 10/26/15	<b>Task</b> <b>Project Summary</b> <b>Split</b> <b>External Tasks</b> <b>Milestone</b> <b>External Milestone</b> <b>Summary</b> <b>Inactive Task</b>	<b>Inactive Milestone</b> <b>Inactive Summary</b> <b>Manual Task</b> <b>Duration-only</b>	<b>Manual Summary Rollup</b> <b>Manual Summary</b> <b>Start-only</b> <b>Finish-only</b>	<b>Critical</b> <b>Critical Split</b> <b>Progress</b> <b>Deadline</b>
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ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
491	Internal System Integration Validation	0%	Thu 3/31/16	Fri 4/1/16	490	WHEELER[10%],PR	Thu 3/31/16	Fri 4/1/16									
492	BOS Ready To Get Integrated into Roadside System	0%	Fri 4/1/16	Fri 4/1/16	491		Fri 4/1/16	Fri 4/1/16									
493	BOS, CSC and TOC Ready for Test Operation	0%	Fri 4/1/16	Fri 4/1/16	492		Fri 4/1/16	Fri 4/1/16									
494	<b>Call Center</b>	<b>0%</b>	<b>Fri 3/4/16</b>	<b>Fri 4/1/16</b>			<b>Fri 3/4/16</b>	<b>Fri 4/1/16</b>									
495	Call Center Start	0%	Fri 3/4/16	Fri 3/4/16	467		Fri 3/4/16	Fri 3/4/16									
496	Agent Assignments	0%	Mon 3/7/16	Fri 4/1/16	495	Nicole Stamey[10%]	Mon 3/7/16	Fri 4/1/16									
497	Call Qualification	0%	Mon 3/7/16	Fri 4/1/16	495	Nicole Stamey[10%]	Mon 3/7/16	Fri 4/1/16									
498	Equipment Assignment (Headsets), as needed.	0%	Mon 3/7/16	Fri 4/1/16	495	Nicole Stamey[10%]	Mon 3/7/16	Fri 4/1/16									
499	Call Center Complete	0%	Fri 4/1/16	Fri 4/1/16	496,497,498		Fri 4/1/16	Fri 4/1/16									
500	Operations Build Out Finish - Followed by Kapsch / LSIORB Joint Inspection	0%	Fri 4/1/16	Fri 4/1/16	493,461,499	MCKEEVER,LSIORE	Fri 4/1/16	Fri 4/1/16									
501	<b>PRE-OPERATIONS TRAINING</b>	<b>0%</b>	<b>Wed 1/27/16</b>	<b>Fri 5/6/16</b>			<b>Wed 1/27/16</b>	<b>Fri 5/6/16</b>									
502	<b>(TP-007) Training Plan</b>	<b>0%</b>	<b>Wed 1/27/16</b>	<b>Wed 4/6/16</b>			<b>Wed 1/27/16</b>	<b>Wed 4/6/16</b>									
503	Training Plan Start	0%	Wed 1/27/16	Wed 1/27/16	523FF-60 days		Wed 1/27/16	Wed 1/27/16									
504	Prepare the Document	0%	Thu 1/28/16	Wed 2/10/16	503	Bobby Stephens	Thu 1/28/16	Wed 2/10/16									
505	Conduct Document Internal Review Meeting	0%	Thu 2/11/16	Wed 2/17/16	504	Bobby Stephens[33%]	Thu 2/11/16	Wed 2/17/16									
506	Document Finalization	0%	Thu 2/18/16	Wed 2/24/16	505	Bobby Stephens	Thu 2/18/16	Wed 2/24/16									
507	Submit Initial Draft Document to Kapsch	0%	Wed 2/24/16	Wed 2/24/16	506	Martin Maldonado	Wed 2/24/16	Wed 2/24/16									
508	Kapsch Conducts Review & Finalizes Draft	0%	Thu 2/25/16	Wed 3/2/16	507	GRILL[10%],JOHNS	Thu 2/25/16	Wed 3/2/16									
509	Submit Initial Draft Document to LSIORB [Rev. 00]	0%	Wed 3/2/16	Wed 3/2/16	508	WHEELER	Wed 3/2/16	Wed 3/2/16									
510	LSIORB Reviews the Initial Document and Sends Comments	0%	Thu 3/3/16	Wed 3/16/16	509	LSIORB	Thu 3/3/16	Wed 3/16/16									
511	Work on Comments and Revise the Initial Document	0%	Thu 3/17/16	Wed 3/23/16	510	Bobby Stephens	Thu 3/17/16	Wed 3/23/16									
512	Submit Revised Document to LSIORB [Rev. 01]	0%	Wed 3/23/16	Wed 3/23/16	511	WHEELER	Wed 3/23/16	Wed 3/23/16									
513	LSIORB Reviews and Approves the Final Document	0%	Thu 3/24/16	Wed 4/6/16	512	LSIORB	Thu 3/24/16	Wed 4/6/16									
514	Training Plan Approved	0%	Wed 4/6/16	Wed 4/6/16	513		Wed 4/6/16	Wed 4/6/16									
515	<b>Pre-Operations Training Environment</b>	<b>0%</b>	<b>Wed 3/30/16</b>	<b>Wed 4/13/16</b>			<b>Wed 3/30/16</b>	<b>Wed 4/13/16</b>									
516	Pre-Operations Training Environment Start	0%	Wed 3/30/16	Wed 3/30/16	523FF-15 days		Wed 3/30/16	Wed 3/30/16									
517	Setup Training Class Spaces	0%	Thu 3/31/16	Wed 4/13/16	516	Art Adams[20%],Bob	Thu 3/31/16	Wed 4/13/16									
518	Setup Training PCs	0%	Thu 3/31/16	Wed 4/13/16	516	George Romo[20%],	Thu 3/31/16	Wed 4/13/16									
519	Setup Training LAN	0%	Thu 3/31/16	Wed 4/13/16	516	George Romo[30%],	Thu 3/31/16	Wed 4/13/16									
520	Setup Training Network Connectivity	0%	Thu 3/31/16	Wed 4/13/16	516	Art Adams[20%],Geo	Thu 3/31/16	Wed 4/13/16									
521	Pre-Operations Training Environment Complete	0%	Wed 4/13/16	Wed 4/13/16	517,518,519,520		Wed 4/13/16	Wed 4/13/16									
522	<b>Conduct Pre-Operations Training</b>	<b>0%</b>	<b>Wed 4/20/16</b>	<b>Fri 5/6/16</b>			<b>Wed 4/20/16</b>	<b>Fri 5/6/16</b>									
523	Pre-Operations Training Start	0%	Wed 4/20/16	Wed 4/20/16	587FF-17 days		Wed 4/20/16	Wed 4/20/16									
524	Conduct MWC Training	0%	Thu 4/21/16	Fri 4/22/16	523,521,514	Bobby Stephens	Thu 4/21/16	Fri 4/22/16									
525	LSIORB Trainees Shadow Kapsch Trainers for MWC Training	0%	Thu 4/21/16	Fri 4/22/16	523	LSIORB	Thu 4/21/16	Fri 4/22/16									
526	Conduct CSC Training	0%	Mon 4/25/16	Fri 5/6/16	524	Bobby Stephens[50%]	Mon 4/25/16	Fri 5/6/16									
527	LSIORB Trainees Shadow Kapsch Trainers for CSC Training	0%	Mon 4/25/16	Fri 5/6/16	524	WHEELER[10%]	Mon 4/25/16	Fri 5/6/16									
528	Conduct Operations Training	0%	Mon 5/2/16	Fri 5/6/16	526FF	Bobby Stephens[50%]	Mon 5/2/16	Fri 5/6/16									
529	LSIORB Trainees Shadow Kapsch Trainers for Operations Training	0%	Mon 5/2/16	Fri 5/6/16	528SS	Martin Maldonado[0%	Mon 5/2/16	Fri 5/6/16									
530	Pre-Operations Training Certificates Issue by Training Manager	0%	Fri 5/6/16	Fri 5/6/16	525,527,529,524,5	Martin Maldonado[10	Fri 5/6/16	Fri 5/6/16									
531	Pre-Operations Training Complete	0%	Fri 5/6/16	Fri 5/6/16	530		Fri 5/6/16	Fri 5/6/16									
532	<b>PRE-OPERATIONS DEPLOYMENT</b>	<b>0%</b>	<b>Fri 4/1/16</b>	<b>Fri 4/8/16</b>			<b>Fri 4/1/16</b>	<b>Fri 4/8/16</b>									
533	Pre-Toll / BOS Production Deployment Start	0%	Fri 4/1/16	Fri 4/1/16	500,306,451		Fri 4/1/16	Fri 4/1/16									
534	Pre-Operations Environment Preparation on both CSC and Roadside	0%	Mon 4/4/16	Fri 4/8/16	533	WHEELER[10%],PR	Mon 4/4/16	Fri 4/8/16									
535	Pre-Operations Network Connectivity Ready for Deployment	0%	Mon 4/4/16	Fri 4/8/16	533	MCKEEVER[25%],K	Mon 4/4/16	Fri 4/8/16									
536	Pre-Toll / BOS Production Deployment Complete	0%	Fri 4/8/16	Fri 4/8/16	534,535		Fri 4/8/16	Fri 4/8/16									
537	End to End System Deployed - Ready for Pre-Operations Readiness Test - Followed by Kapsch / LSIORB Joir	0%	Fri 4/8/16	Fri 4/8/16	536	LSIORB,ACZEL[5%	Fri 4/8/16	Fri 4/8/16									
538	<b>(TP-022) BOS PRODUCTION READINESS TEST</b>	<b>0%</b>	<b>Fri 1/29/16</b>	<b>Fri 5/13/16</b>			<b>Fri 1/29/16</b>	<b>Fri 5/13/16</b>									
539	<b>BOS Production Readiness Test Plan, Cases, Scenarios, and Requirements Document (Including Test 10%</b>	<b>0%</b>	<b>Fri 1/29/16</b>	<b>Tue 3/29/16</b>			<b>Fri 1/29/16</b>	<b>Tue 3/29/16</b>									

Project: LSIORB Date: Mon 10/26/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
	Milestone		External Milestone		Manual Task		Start-only		Progress	
	Summary		Inactive Task		Duration-only		Finish-only		Deadline	

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
540	Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Fri 1/29/16	Fri 1/29/16	536FF-50 days		Fri 1/29/16	Fri 1/29/16									
541	Develop Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 2/1/16	Tue 2/16/16		Martin Maldonado	Mon 2/1/16	Tue 2/16/16									
542	Submit Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 2/16/16	Tue 2/16/16		WHEELER	Tue 2/16/16	Tue 2/16/16									
543	LSIORB Reviews the Initial Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Wed 2/17/16	Tue 3/1/16		LSIORB	Wed 2/17/16	Tue 3/1/16									
544	Work on Comments and Revise the Initial Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Wed 3/2/16	Tue 3/15/16		Martin Maldonado	Wed 3/2/16	Tue 3/15/16									
545	Submit Revised Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 3/15/16	Tue 3/15/16		WHEELER	Tue 3/15/16	Tue 3/15/16									
546	LSIORB Reviews and Approves the Final Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Wed 3/16/16	Tue 3/29/16		LSIORB	Wed 3/16/16	Tue 3/29/16									
547	Pre-Operations Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Tue 3/29/16	Tue 3/29/16			Tue 3/29/16	Tue 3/29/16									
548	<b>Conduct BOS Production Readiness Test</b>	<b>0%</b>	<b>Fri 4/8/16</b>	<b>Fri 5/13/16</b>			<b>Fri 4/8/16</b>	<b>Fri 5/13/16</b>									
549	BOS Pre-Operations Production Readiness Test Start	0%	Fri 4/8/16	Fri 4/8/16	547,536,537		Fri 4/8/16	Fri 4/8/16									
550	<b>Detailed Test Items</b>	<b>0%</b>	<b>Mon 4/11/16</b>	<b>Fri 4/15/16</b>			<b>Mon 4/11/16</b>	<b>Fri 4/15/16</b>									
551	Conduct Pre-Operations Production Readiness Test for Account Enrollment	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
552	Conduct Pre-Operations Production Readiness Test for Account Maintenance	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
553	Conduct Pre-Operations Production Readiness Test for Account Closing	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
554	Conduct Pre-Operations Production Readiness Test for Merging Accounts	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
555	Conduct Pre-Operations Production Readiness Test for Customer Account Communications (i.e. Statements)	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
556	Conduct Pre-Operations Production Readiness Test for Payment Posting	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
557	Conduct Pre-Operations Production Readiness Test for Credit Card Payments	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
558	Conduct Pre-Operations Production Readiness Test for Check Payments	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
559	Conduct Pre-Operations Production Readiness Test for Payment Adjustment - Returned Check	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
560	Conduct Pre-Operations Production Readiness Test for Payment Adjustment - Refund	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
561	Conduct Pre-Operations Production Readiness Test for Payment Adjustment - Chargeback	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
562	Conduct Pre-Operations Production Readiness Test for Payment Reversals	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
563	Conduct Pre-Operations Production Readiness Test for Payment Transfer	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
564	Conduct Pre-Operations Production Readiness Test for Merchant Provider/CC Processor Interface	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
565	Conduct Pre-Operations Production Readiness Test for Transponder Management	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
566	Conduct Pre-Operations Production Readiness Test for Transponder Management	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
567	Conduct Pre-Operations Production Readiness Test for IVR	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
568	Conduct Pre-Operations Production Readiness Test for Customer Website	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
569	Conduct Pre-Operations Production Readiness Test for MWUC Account Services	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
570	Conduct Pre-Operations Production Readiness Test for Operations & Financial Reporting	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
571	Conduct Pre-Operations Production Readiness Test for Audit & Reconciliation Processing	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
572	Conduct Pre-Operations Production Readiness Test for Disaster Recovery BOS & CSC	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
573	Conduct Pre-Operations Production Readiness Test for Posting of Away Agency Transactions on Home	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
574	Conduct Pre-Operations Production Readiness Test for TVL File Creation	0%	Mon 4/11/16	Fri 4/15/16	549	WHEELER[1%],PRIE	Mon 4/11/16	Fri 4/15/16									
575	Entire Test Items Complete	0%	Fri 4/15/16	Fri 4/15/16	551,552,553,554,555		Fri 4/15/16	Fri 4/15/16									
576	<b>Deferred Test Cases</b>	<b>0%</b>	<b>Fri 4/15/16</b>	<b>Fri 4/15/16</b>			<b>Fri 4/15/16</b>	<b>Fri 4/15/16</b>									
577	Review Deferred Test Case for Pay-By-Plate & Violation Transaction Processing During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Amulya Grandhi[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
578	Review Deferred Test Case for Collection Processing During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Amulya Grandhi[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
579	Review Deferred Test Case for Image Review Processing During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Anu Varghese[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
580	Review Deferred Test Case for DMV & Niets Interface During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Amulya Grandhi[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
581	Review Deferred Test Case for Mail House Services Interface During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Amulya Grandhi[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
582	Review Deferred Test Case for TVL File Receipt During BOS Production Readiness Test	0%	Fri 4/15/16	Fri 4/15/16	575FF	Shanti Maddal[0%],PRIE	Fri 4/15/16	Fri 4/15/16									
583	<b>Test Re-work, Report Submission and Approval</b>	<b>0%</b>	<b>Mon 4/18/16</b>	<b>Fri 5/13/16</b>			<b>Mon 4/18/16</b>	<b>Fri 5/13/16</b>									
584	Issue Resolution and Conduct Re-test, If Needed (Test Contingency Period)	0%	Mon 4/18/16	Fri 4/22/16	577,578,579,580,581	WHEELER[20%],PRIE	Mon 4/18/16	Fri 4/22/16									
585	Develop and Submit Pre-Toll Production Readiness Test Report	0%	Mon 4/25/16	Fri 4/29/16	584	WHEELER[10%],PRIE	Mon 4/25/16	Fri 4/29/16									
586	LSIORB Review & Approve System Operations Test Report	0%	Mon 5/2/16	Fri 5/13/16	585	LSIORB	Mon 5/2/16	Fri 5/13/16									
587	BOS Pre-Operations Production Readiness Test Approved	0%	Fri 5/13/16	Fri 5/13/16	586		Fri 5/13/16	Fri 5/13/16									
588	<b>PRE-OPERATIONS / BOS COMMENCEMENT</b>	<b>0%</b>	<b>Fri 5/13/16</b>	<b>Fri 5/13/16</b>			<b>Fri 5/13/16</b>	<b>Fri 5/13/16</b>									

Project: LSIORB Date: Mon 10/26/15	<b>Task</b> <b>Project Summary</b> <b>Inactive Milestone</b> <b>Manual Summary Rollup</b> <b>Critical</b>
	<b>Split</b> <b>External Tasks</b> <b>Inactive Summary</b> <b>Manual Summary</b> <b>Critical Split</b>
	<b>Milestone</b> <b>External Milestone</b> <b>Manual Task</b> <b>Start-only</b> <b>Progress</b>
	<b>Summary</b> <b>Inactive Task</b> <b>Duration-only</b> <b>Finish-only</b> <b>Deadline</b>

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
589	Pre-Operations Readiness - Start Opening Accounts and Tag Distribution	0%	Fri 5/13/16	Fri 5/13/16	55,531,587		Fri 5/13/16	Fri 5/13/16									
590	<b>PRE-OPERATIONS MONITORING</b>	0%	Fri 5/13/16	Tue 9/6/16			Fri 5/13/16	Tue 9/6/16									
591	Pre-Toll Operation Monitoring Period Start	0%	Fri 5/13/16	Fri 5/13/16	589		Fri 5/13/16	Fri 5/13/16									
592	120-Day Pre-Operations System Monitoring During Pre-Toll Operations	0%	Mon 5/16/16	Tue 9/6/16	591	WHEELER[5%],PRIE	Mon 5/16/16	Tue 9/6/16									
593	Pre-Toll Operation Monitoring Period Finish Ready for Operations Test - Followed by Kapsch / LSIORB Joint Ir	0%	Tue 9/6/16	Tue 9/6/16	613,592,75		Tue 9/6/16	Tue 9/6/16									
594	<b>PRE-OPERATIONS / BOS CLOSING DOCUMENTS</b>	0%	Fri 5/13/16	Fri 7/15/16			Fri 5/13/16	Fri 7/15/16									
595	<b>(TP-011) Pre-Operations Final Parts and Spare Parts List</b>	0%	Fri 5/13/16	Fri 7/15/16			Fri 5/13/16	Fri 7/15/16									
596	Pre-Operations Final Parts and Spare Parts List Start	0%	Fri 5/13/16	Fri 5/13/16	591		Fri 5/13/16	Fri 5/13/16									
597	Prepare Pre-Operations Final Parts and Spare Parts List	0%	Mon 5/16/16	Fri 6/3/16	596	WHEELER[5%],ROC	Mon 5/16/16	Fri 6/3/16									
598	Submit Pre-Operations Final Parts and Spare Parts List to LSIORB	0%	Fri 6/3/16	Fri 6/3/16	597	WHEELER	Fri 6/3/16	Fri 6/3/16									
599	LSIORB Reviews the Initial Pre-Operations Final Parts and Spare Parts List and Sends Comments to Kaps	0%	Mon 6/6/16	Fri 6/17/16	598	LSIORB	Mon 6/6/16	Fri 6/17/16									
600	Work on Comments and Revise the Initial Pre-Operations Final Parts and Spare Parts List	0%	Mon 6/20/16	Fri 7/1/16	599	ROGERS[10%],WOJ	Mon 6/20/16	Fri 7/1/16									
601	Submit Revised Pre-Operations Final Parts and Spare Parts List and Documentation to LSIORB [Rev. 01]	0%	Fri 7/1/16	Fri 7/1/16	600	WHEELER	Fri 7/1/16	Fri 7/1/16									
602	LSIORB Reviews and Approves the Final Pre-Operations Final Parts and Spare Parts List	0%	Mon 7/4/16	Fri 7/15/16	601	LSIORB	Mon 7/4/16	Fri 7/15/16									
603	Pre-Operations Final Parts and Spare Parts List Complete	0%	Fri 7/15/16	Fri 7/15/16	602		Fri 7/15/16	Fri 7/15/16									
604	<b>(TP-006) Pre-Operations, BOS, TCS, and WUC As-Built Documentation</b>	0%	Fri 5/13/16	Fri 7/15/16			Fri 5/13/16	Fri 7/15/16									
605	Pre-Operations, BOS, TCS, and WUC As-Built Documentation Start	0%	Fri 5/13/16	Fri 5/13/16	591		Fri 5/13/16	Fri 5/13/16									
606	Develop Pre-Operations, BOS, TCS, and WUC As-Built Documentation	0%	Mon 5/16/16	Fri 6/3/16	605	MCKEEVER[5%],Wf	Mon 5/16/16	Fri 6/3/16									
607	Submit Pre-Operations, BOS, TCS, and WUC As-Built Documentation to LSIORB	0%	Fri 6/3/16	Fri 6/3/16	606	MCKEEVER	Fri 6/3/16	Fri 6/3/16									
608	LSIORB Reviews the Initial Pre-Operations BOS, TCS, and WUC As-Built Documentation and Sends Com	0%	Mon 6/6/16	Fri 6/17/16	607	LSIORB	Mon 6/6/16	Fri 6/17/16									
609	Work on Comments and Revise the Initial Pre-Operations, BOS, TCS, and WUC As-Built Documentation	0%	Mon 6/20/16	Fri 7/1/16	608	MCKEEVER[25%],W	Mon 6/20/16	Fri 7/1/16									
610	Submit Revised Pre-Operations, BOS, TCS, and WUC As-Built Documentation to LSIORB [Rev. 01]	0%	Fri 7/1/16	Fri 7/1/16	609	MCKEEVER	Fri 7/1/16	Fri 7/1/16									
611	LSIORB Reviews and Approves the Final Pre-Operations, BOS, TCS, and WUC As-Built Documentation	0%	Mon 7/4/16	Fri 7/15/16	610	LSIORB	Mon 7/4/16	Fri 7/15/16									
612	Pre-Operations, BOS, TCS, and WUC As-Built Documentation Complete	0%	Fri 7/15/16	Fri 7/15/16	611		Fri 7/15/16	Fri 7/15/16									
613	Pre-Operations Closing Documents Complete	0%	Fri 7/15/16	Fri 7/15/16	603,612		Fri 7/15/16	Fri 7/15/16									
614	<b>DEMO of DEFERRED TEST ITEMS from BOS to NDB Production Readiness Test</b>	0%	Fri 6/3/16	Mon 8/8/16			Fri 6/3/16	Mon 8/8/16									
615	Demo Document of Deferred Test Items Start	0%	Fri 6/3/16	Fri 6/3/16	587FS+15 days		Fri 6/3/16	Fri 6/3/16									
616	Prepare Demo for Pay-By-Plate & Violation Transaction Processing	0%	Mon 6/6/16	Fri 6/24/16	615	Amulya Grandhi[10%	Mon 6/6/16	Fri 6/24/16									
617	Prepare Demo for Collection Processing	0%	Mon 6/6/16	Fri 6/24/16	615	Amulya Grandhi[10%	Mon 6/6/16	Fri 6/24/16									
618	Prepare Demo for Image Review Processing	0%	Mon 6/6/16	Fri 6/24/16	615	Anu Varghese[10%]	Mon 6/6/16	Fri 6/24/16									
619	Prepare Demo for DMV & Nlets Interface	0%	Mon 6/6/16	Fri 6/24/16	615	Amulya Grandhi[10%	Mon 6/6/16	Fri 6/24/16									
620	Prepare Demo for Mail House Services Interface	0%	Mon 6/6/16	Fri 6/24/16	615	Amulya Grandhi[10%	Mon 6/6/16	Fri 6/24/16									
621	Prepare Demo for TVL File Receipt	0%	Mon 6/6/16	Fri 6/24/16	615	Shanti Maddali[10%]	Mon 6/6/16	Fri 6/24/16									
622	Submit Demo Document to Kapsch	0%	Fri 6/24/16	Fri 6/24/16	616,617,618,619,€	Martin Maldonado[10	Fri 6/24/16	Fri 6/24/16									
623	Kapsch Review and Finalize Demo Document	0%	Mon 6/27/16	Fri 7/1/16	622	WHEELER[10%],AC	Mon 6/27/16	Fri 7/1/16									
624	Submit Demo Document to LSIORB [Rev. 00]	0%	Fri 7/1/16	Fri 7/1/16	623	Martin Maldonado[5%	Fri 7/1/16	Fri 7/1/16									
625	LSIORB Review and Provide Comments Back	0%	Mon 7/4/16	Fri 7/8/16	624	LSIORB	Mon 7/4/16	Fri 7/8/16									
626	Work on Comments and Revise Demo Document	0%	Mon 7/11/16	Fri 7/15/16	625	WHEELER[10%],PR	Mon 7/11/16	Fri 7/15/16									
627	Re-Submit Demo Document [Rev. 01]	0%	Fri 7/15/16	Fri 7/15/16	626	Martin Maldonado	Fri 7/15/16	Fri 7/15/16									
628	LSIORB Reviews and Approves the Final Demo Document	0%	Mon 7/18/16	Fri 7/22/16	627	LSIORB	Mon 7/18/16	Fri 7/22/16									
629	Conduct Demo of Deferred Test Item from Pre-Operations Test	0%	Mon 7/25/16	Tue 7/26/16	628	Amulya Grandhi[10%	Mon 7/25/16	Tue 7/26/16									
630	Review of Demonstration Results by Joint Board	0%	Wed 7/27/16	Tue 8/2/16	629		Wed 7/27/16	Tue 8/2/16									
631	Issue Resolution of potential Findings during Demo	0%	Wed 8/3/16	Thu 8/4/16	630		Wed 8/3/16	Thu 8/4/16									
632	Retest findings of Demonstration (if needed)	0%	Fri 8/5/16	Fri 8/5/16	631		Fri 8/5/16	Fri 8/5/16									
633	Final Review of Demo Outcome	0%	Mon 8/8/16	Mon 8/8/16	632		Mon 8/8/16	Mon 8/8/16									
634	Demo Document of Deferred Test Items Approved	0%	Mon 8/8/16	Mon 8/8/16	633		Mon 8/8/16	Mon 8/8/16									
635	<b>NEW DOWNTOWN BRIDGE (NDB) TOLLING</b>	0%	Fri 8/28/15	Mon 4/10/17			Fri 8/28/15	Mon 4/10/17									
636	<b>KAPSCH NDB SITE AVAILABILITY - EXTERNAL DEPENDENCY</b>	0%	Mon 1/18/16	Mon 1/18/16			Mon 1/18/16	Mon 1/18/16									
637	Kapsch Roadside Site Availability	0%	Mon 1/18/16	Mon 1/18/16			Mon 1/18/16	Mon 1/18/16									

Project: LSIORB Date: Mon 10/26/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
	Milestone		External Milestone		Manual Task		Start-only		Progress	
	Summary		Inactive Task		Duration-only		Finish-only		Deadline	

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
638	<b>NDB PROCUREMENT</b>	0%	Fri 8/28/15	Fri 1/1/16			Fri 8/28/15	Fri 1/1/16									
639	NDB Procurement and Delivery to Site Start	0%	Fri 8/28/15	Fri 8/28/15	637FF-100 days		Fri 8/28/15	Fri 8/28/15									
640	NDB Long Lead Items Procurement and Delivery to Site	0%	Mon 8/31/15	Fri 1/1/16	639	MCKEEVER[10%],H	Mon 8/31/15	Fri 1/1/16									
641	NDB Roadside Procurement and Delivery to Site	0%	Mon 11/23/15	Fri 1/1/16	640FF	MCKEEVER[10%],P	Mon 11/23/15	Fri 1/1/16									
642	NDB Roadside Procurement and Delivery to Site Complete	0%	Fri 1/1/16	Fri 1/1/16	640,641		Fri 1/1/16	Fri 1/1/16									
643	<b>TOLL OPERATIONS PLANS</b>	0%	Fri 12/4/15	Fri 1/29/16			Fri 12/4/15	Fri 1/29/16									
644	<b>(TP-027) Maintenance of Traffic Plan</b>	0%	Fri 12/4/15	Fri 1/29/16			Fri 12/4/15	Fri 1/29/16									
645	Maintenance of Traffic Plan Start	0%	Fri 12/4/15	Fri 12/4/15	666FF-50 days		Fri 12/4/15	Fri 12/4/15									
646	Develop Maintenance of Traffic Plan	0%	Mon 12/7/15	Fri 12/25/15	645	Installation Manager	Mon 12/7/15	Fri 12/25/15									
647	Submit Maintenance of Traffic Plan to LSIORB [Rev. 00]	0%	Fri 12/25/15	Fri 12/25/15	646	MCKEEVER	Fri 12/25/15	Fri 12/25/15									
648	LSIORB Reviews the Initial Maintenance of Traffic Plan and Sends Comments to Kapsch	0%	Mon 12/28/15	Fri 1/8/16	647	LSIORB	Mon 12/28/15	Fri 1/8/16									
649	Work on Comments and Revise the Initial Maintenance of Traffic Plan	0%	Mon 1/11/16	Fri 1/15/16	648	Installation Manager	Mon 1/11/16	Fri 1/15/16									
650	Submit Revised Maintenance of Traffic Plan to LSIORB [Rev. 01]	0%	Fri 1/15/16	Fri 1/15/16	649	MCKEEVER	Fri 1/15/16	Fri 1/15/16									
651	LSIORB Reviews and Approves the Final Maintenance of Traffic Plan	0%	Mon 1/18/16	Fri 1/29/16	650	LSIORB	Mon 1/18/16	Fri 1/29/16									
652	Maintenance of Traffic Plan Approved	0%	Fri 1/29/16	Fri 1/29/16	651		Fri 1/29/16	Fri 1/29/16									
653	<b>Generator Plans, Cut Sheets and Documentation</b>	0%	Fri 12/4/15	Fri 1/29/16			Fri 12/4/15	Fri 1/29/16									
654	Generator Plans, Cut Sheets and Documentation Start	0%	Fri 12/4/15	Fri 12/4/15	666FF-50 days		Fri 12/4/15	Fri 12/4/15									
655	Develop the Generator Plans, Cut Sheets and Documentation	0%	Mon 12/7/15	Fri 12/25/15	654	Installation Manager	Mon 12/7/15	Fri 12/25/15									
656	Submit Generator Plans, Cut Sheets and Documentation to LSIORB [Rev. 00]	0%	Fri 12/25/15	Fri 12/25/15	655	MCKEEVER	Fri 12/25/15	Fri 12/25/15									
657	LSIORB Reviews the Initial Generator Plans, Cut Sheets and Documentation and Sends Comments to Kap	0%	Mon 12/28/15	Fri 1/8/16	656	LSIORB	Mon 12/28/15	Fri 1/8/16									
658	Work on Comments and Revise the Initial Generator Plans, Cut Sheets and Documentation	0%	Mon 1/11/16	Fri 1/15/16	657	Installation Manager	Mon 1/11/16	Fri 1/15/16									
659	Submit Revised Generator Plans, Cut Sheets and Documentation to LSIORB [Rev. 01]	0%	Fri 1/15/16	Fri 1/15/16	658	MCKEEVER	Fri 1/15/16	Fri 1/15/16									
660	LSIORB Reviews and Approves the Final Generator Plans, Cut Sheets and Documentation	0%	Mon 1/18/16	Fri 1/29/16	659	LSIORB	Mon 1/18/16	Fri 1/29/16									
661	Generator Plans, Cut Sheets and Documentation Approved	0%	Fri 1/29/16	Fri 1/29/16	660		Fri 1/29/16	Fri 1/29/16									
662	DB PRE-REVENUE SERVICES PLANS and REQUIREMENTS Complete	0%	Fri 1/29/16	Fri 1/29/16	661		Fri 1/29/16	Fri 1/29/16									
663	<b>NDB SITE MOBILIZATION</b>	0%	Mon 1/18/16	Fri 2/12/16			Mon 1/18/16	Fri 2/12/16									
664	LSIORB Send Official Notification to TSP for New Downtown Bridge Site Mobilization	0%	Mon 1/18/16	Mon 1/18/16	637,642		Mon 1/18/16	Mon 1/18/16									
665	Infrastructure Turnover to Kapsch for New Downtown Bridge	0%	Mon 1/18/16	Fri 2/12/16	664	LSIORB	Mon 1/18/16	Fri 2/12/16									
666	NDB Site Mobilization Complete / Ready to Kick Off Installation	0%	Fri 2/12/16	Fri 2/12/16	665		Fri 2/12/16	Fri 2/12/16									
667	<b>NDB EARLY INSTALLATION - KAPSCH Internal QC</b>	0%	Fri 2/12/16	Mon 5/23/16			Fri 2/12/16	Mon 5/23/16									
668	New Downtown Bridge Early Installation Phase Start	0%	Fri 2/12/16	Fri 2/12/16	666,652,662		Fri 2/12/16	Fri 2/12/16									
669	New Downtown Bridge Early Installation Phase	0%	Mon 2/15/16	Mon 5/23/16	668	MCKEEVER[5%],KO	Mon 2/15/16	Mon 5/23/16									
670	New Downtown Bridge Early Installation Phase Complete	0%	Mon 5/23/16	Mon 5/23/16	669		Mon 5/23/16	Mon 5/23/16									
671	<b>NDB ROADSIDE BUILD OUT - KAPSCH Internal QC</b>	0%	Mon 5/23/16	Mon 9/19/16			Mon 5/23/16	Mon 9/19/16									
672	DB Roadside Installation Start	0%	Mon 5/23/16	Mon 5/23/16	670,589FS+5 days		Mon 5/23/16	Mon 5/23/16									
673	<b>Toll Zones and Lanes System Installation</b>	0%	Mon 5/23/16	Tue 8/30/16			Mon 5/23/16	Tue 8/30/16									
674	Toll Zone and Lane System Installation Start	0%	Mon 5/23/16	Mon 5/23/16	672		Mon 5/23/16	Mon 5/23/16									
675	Installation of Conduits - Estimate	0%	Tue 5/24/16	Tue 5/31/16	674	Installation Manager	Tue 5/24/16	Tue 5/31/16									
676	Installation of Utility Cabinet - Estimate	0%	Wed 6/1/16	Tue 6/7/16	675	Installation Manager	Wed 6/1/16	Tue 6/7/16									
677	Installation of Generator - Estimate	0%	Wed 6/8/16	Mon 6/13/16	676	Installation Manager	Wed 6/8/16	Mon 6/13/16									
678	Installation of Equipment Brackets and Arms - Estimate	0%	Tue 6/14/16	Fri 6/17/16	677	Installation Manager	Tue 6/14/16	Fri 6/17/16									
679	Installation of Overhead Equipment - Estimate	0%	Mon 6/20/16	Tue 6/28/16	678	Installation Manager	Mon 6/20/16	Tue 6/28/16									
680	Installation of Loops - Estimate	0%	Wed 6/29/16	Wed 7/6/16	679	Installation Manager	Wed 6/29/16	Wed 7/6/16									
681	Population and Installation of Roadside Cabinets - Estimate	0%	Thu 7/7/16	Wed 7/13/16	680	Installation Manager	Thu 7/7/16	Wed 7/13/16									
682	Installation of all Toll System Network Equipment - Estimate	0%	Thu 7/14/16	Wed 7/20/16	681	Installation Manager	Thu 7/14/16	Wed 7/20/16									
683	Wiring of all Toll System Equipment - Estimate	0%	Thu 7/21/16	Wed 7/27/16	682	Installation Manager	Thu 7/21/16	Wed 7/27/16									
684	Server Installation at Host/Plaza - Estimate	0%	Thu 7/28/16	Wed 8/3/16	683	GANGISETTY[20%]	Thu 7/28/16	Wed 8/3/16									
685	Toll System UPS Installation - Estimate	0%	Thu 8/4/16	Tue 8/9/16	684	Installation Manager	Thu 8/4/16	Tue 8/9/16									
686	Tuning and Commissioning of all Equipment - Estimate	0%	Wed 8/10/16	Tue 8/16/16	685	GANGISETTY[50%]	Wed 8/10/16	Tue 8/16/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
687	Toll System Installation Check Out - Estimate	0%	Wed 8/17/16	Tue 8/23/16	686	Installation Manager	Wed 8/17/16	Tue 8/23/16									
688	In-Pavement Sensors / Loops Roadside Installation	0%	Wed 8/24/16	Tue 8/30/16	687	Installation Manager	Wed 8/24/16	Tue 8/30/16									
689	Toll Zone and Lane System Installation Complete	0%	Tue 8/30/16	Tue 8/30/16	688		Tue 8/30/16	Tue 8/30/16									
690	<b>Roadside System Integration</b>	0%	Wed 8/31/16	Mon 9/19/16			Wed 8/31/16	Mon 9/19/16									
691	Roadside System Integration Testing Start	0%	Wed 8/31/16	Wed 8/31/16	689FS+1 day		Wed 8/31/16	Wed 8/31/16									
692	Conduct Toll Hub Infrastructure Connectivity Testing	0%	Thu 9/1/16	Mon 9/5/16	691	HUCHER[50%],MIL	Thu 9/1/16	Mon 9/5/16									
693	Internal ETE system integration validation (Roadside to BOS)	0%	Tue 9/6/16	Thu 9/8/16	692	SCHLIEPER[50%],M	Tue 9/6/16	Thu 9/8/16									
694	Roadside System Internal Check-Out	0%	Fri 9/9/16	Tue 9/13/16	693	SCHLIEPER[85%],M	Fri 9/9/16	Tue 9/13/16									
695	Live Monitoring and Rework	0%	Wed 9/14/16	Mon 9/19/16	694	SCHLIEPER[70%],M	Wed 9/14/16	Mon 9/19/16									
696	Roadside System Integration Testing Complete	0%	Mon 9/19/16	Mon 9/19/16	695		Mon 9/19/16	Mon 9/19/16									
697	BOS, TOC and Roadside Systems Ready for Deployment - Followed by Kapsch / LSIORB Joint Inspection	0%	Mon 9/19/16	Mon 9/19/16	696		Mon 9/19/16	Mon 9/19/16									
698	<b>NDB DEPLOYMENT</b>	0%	Mon 9/19/16	Mon 9/26/16			Mon 9/19/16	Mon 9/26/16									
699	New DB Revenue Services Deployment Start	0%	Mon 9/19/16	Mon 9/19/16	697,593		Mon 9/19/16	Mon 9/19/16									
700	New DB Production Environment Preparation on CSC, BOS and Roadside	0%	Tue 9/20/16	Mon 9/26/16	699	WHEELER[20%]	Tue 9/20/16	Mon 9/26/16									
701	New DB Production Network Connectivity Ready for Deployment	0%	Tue 9/20/16	Mon 9/26/16	699	MCKEEVER[10%]	Tue 9/20/16	Mon 9/26/16									
702	New DB Production Environment Readiness	0%	Tue 9/20/16	Mon 9/26/16	699	MCKEEVER[10%]	Tue 9/20/16	Mon 9/26/16									
703	New DB End to End System Deployment	0%	Tue 9/20/16	Mon 9/26/16	699	MCKEEVER[10%],A	Tue 9/20/16	Mon 9/26/16									
704	New DB End to End System Deployed Ready for System Production Test - Followed by Kapsch / LSIORB Joint	0%	Mon 9/26/16	Mon 9/26/16	700,701,702,703	LSIORB,MCKEEVEF	Mon 9/26/16	Mon 9/26/16									
705	<b>TOLLING OPERATIONS TRAINING</b>	0%	Wed 9/7/16	Mon 10/24/16			Wed 9/7/16	Mon 10/24/16									
706	<b>Pre-Tolling Training Environment</b>	0%	Wed 9/7/16	Wed 9/21/16			Wed 9/7/16	Wed 9/21/16									
707	Training Environment Start	0%	Wed 9/7/16	Wed 9/7/16	738FF-38 days		Wed 9/7/16	Wed 9/7/16									
708	Setup Training Class Spaces	0%	Thu 9/8/16	Wed 9/21/16	707	WHEELER[5%],PRIE	Thu 9/8/16	Wed 9/21/16									
709	Setup Training PCs	0%	Thu 9/8/16	Wed 9/21/16	707	WHEELER[5%],PRIE	Thu 9/8/16	Wed 9/21/16									
710	Setup Training LAN	0%	Thu 9/8/16	Wed 9/21/16	707	WHEELER[5%],PRIE	Thu 9/8/16	Wed 9/21/16									
711	Setup Training Network Connectivity	0%	Thu 9/8/16	Wed 9/21/16	707	WHEELER[5%],PRIE	Thu 9/8/16	Wed 9/21/16									
712	Acquire Related Permits	0%	Thu 9/8/16	Wed 9/21/16	707	WHEELER[5%],PRIE	Thu 9/8/16	Wed 9/21/16									
713	Training Environment Complete	0%	Wed 9/21/16	Wed 9/21/16	708,709,710,711,7		Wed 9/21/16	Wed 9/21/16									
714	<b>Conduct Training</b>	0%	Mon 9/26/16	Mon 10/24/16			Mon 9/26/16	Mon 10/24/16									
715	Operations Training Start	0%	Mon 9/26/16	Mon 9/26/16	713,738FF-25 day		Mon 9/26/16	Mon 9/26/16									
716	Conduct Tech Ops Maintenance Training	0%	Tue 9/27/16	Mon 10/10/16	715	Martin Maldonado[10	Tue 9/27/16	Mon 10/10/16									
717	Conduct Roadside Operations Training	0%	Tue 9/27/16	Mon 10/10/16	715	Martin Maldonado[10	Tue 9/27/16	Mon 10/10/16									
718	LSIORB Trainees Shadow Kapsch Trainers for Tech Ops Maintenance Training	0%	Tue 10/11/16	Mon 10/24/16	716	LSIORB	Tue 10/11/16	Mon 10/24/16									
719	LSIORB Trainees Shadow Kapsch Trainers for Roadside Operations Training	0%	Tue 10/11/16	Mon 10/24/16	717	LSIORB	Tue 10/11/16	Mon 10/24/16									
720	Tolling Operations Training Certificates Issued by Training Manager	0%	Mon 10/24/16	Mon 10/24/16	717,718,719	Martin Maldonado	Mon 10/24/16	Mon 10/24/16									
721	Operations Training Complete	0%	Mon 10/24/16	Mon 10/24/16	720		Mon 10/24/16	Mon 10/24/16									
722	<b>(TP-023) NDB SYSTEM PRODUCTION READINES TEST</b>	0%	Mon 7/4/16	Mon 10/31/16			Mon 7/4/16	Mon 10/31/16									
723	<b>System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document (Including BOS)</b>	0%	Mon 7/4/16	Mon 9/12/16			Mon 7/4/16	Mon 9/12/16									
724	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Mon 7/4/16	Mon 7/4/16	733FF-60 days		Mon 7/4/16	Mon 7/4/16									
725	Develop System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 7/5/16	Mon 8/1/16	724	SPENLER[10%],HUC	Tue 7/5/16	Mon 8/1/16									
726	Submit System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document to LSIORB	0%	Mon 8/1/16	Mon 8/1/16	725	MCKEEVER	Mon 8/1/16	Mon 8/1/16									
727	LSIORB Reviews the Initial System Production Readiness Test Plan, Cases, Scenarios, and Requirements	0%	Tue 8/2/16	Mon 8/15/16	726	LSIORB	Tue 8/2/16	Mon 8/15/16									
728	Work on Comments and Revise the Initial System Production Readiness Test Plan, Cases, Scenarios, and	0%	Tue 8/16/16	Mon 8/29/16	727	SPENLER[10%],HUC	Tue 8/16/16	Mon 8/29/16									
729	Submit Revised System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 8/29/16	Mon 8/29/16	728	MCKEEVER	Mon 8/29/16	Mon 8/29/16									
730	LSIORB Reviews and Approves the Final System Production Readiness Test Plan, Cases, Scenarios, and	0%	Tue 8/30/16	Mon 9/12/16	729	LSIORB	Tue 8/30/16	Mon 9/12/16									
731	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Mon 9/12/16	Mon 9/12/16	730		Mon 9/12/16	Mon 9/12/16									
732	<b>Conduct DB Production Readiness Test</b>	0%	Mon 9/26/16	Mon 10/31/16			Mon 9/26/16	Mon 10/31/16									
733	DB Production Readiness Test Start	0%	Mon 9/26/16	Mon 9/26/16	704,634		Mon 9/26/16	Mon 9/26/16									
734	Conduct DB Production Readiness Test (Including BOS Deferred Items)	0%	Tue 9/27/16	Mon 10/3/16	733,731	WOJCHIK[20%],WHI	Tue 9/27/16	Mon 10/3/16									
735	Issue Resolution and Conduct Re-test, if Needed (Test Contingency Period)	0%	Tue 10/4/16	Mon 10/10/16	734	Installation Manager	Tue 10/4/16	Mon 10/10/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline



ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
736	Develop and Submit DB Production Readiness Test Report	0%	Tue 10/11/16	Mon 10/17/16	735	ROGERS[20%],WOJ	Tue 10/11/16	Mon 10/17/16									
737	LSIORB Review & Approve DB Production Readiness Test Report	0%	Tue 10/18/16	Mon 10/31/16	736	LSIORB	Tue 10/18/16	Mon 10/31/16									
738	DB Production Readiness Test Approved	0%	Mon 10/31/16	Mon 10/31/16	737		Mon 10/31/16	Mon 10/31/16									
739	<b>NDB REVENUE SERVICES</b>	0%	Mon 10/31/16	Mon 10/31/16			Mon 10/31/16	Mon 10/31/16									
740	DB Live Road Tolling / Revenue Collection Commencement	0%	Mon 10/31/16	Mon 10/31/16	738,721		Mon 10/31/16	Mon 10/31/16									
741	<b>BOS, CSC, TOC, and NDB TOLL OPERATIONS TEST and MONITORING</b>	0%	Mon 8/8/16	Mon 4/10/17			Mon 8/8/16	Mon 4/10/17									
742	<b>BOS, CSC, TOC and NDB Toll Operations Test Plan, Cases, Scenarios, and Requirements Document</b>	0%	Mon 8/8/16	Mon 10/17/16			Mon 8/8/16	Mon 10/17/16									
743	BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Mon 8/8/16	Mon 8/8/16	740FF-60 days		Mon 8/8/16	Mon 8/8/16									
744	Develop BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 8/9/16	Mon 9/5/16	743	Martin Maldonado[10]	Tue 8/9/16	Mon 9/5/16									
745	Submit BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requirements Document to 0%	0%	Mon 9/5/16	Mon 9/5/16	744	WHEELER[25%]	Mon 9/5/16	Mon 9/5/16									
746	LSIORB Reviews the Initial BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requir	0%	Tue 9/6/16	Mon 9/19/16	745	LSIORB	Tue 9/6/16	Mon 9/19/16									
747	Work on Comments and Revise the Initial BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenari	0%	Tue 9/20/16	Mon 10/3/16	746	Martin Maldonado[10]	Tue 9/20/16	Mon 10/3/16									
748	Submit Revised BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requirements Doc	0%	Mon 10/3/16	Mon 10/3/16	747	WHEELER	Mon 10/3/16	Mon 10/3/16									
749	LSIORB Reviews and Approves the Final BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenario	0%	Tue 10/4/16	Mon 10/17/16	748	LSIORB	Tue 10/4/16	Mon 10/17/16									
750	BOS, CSC, TOC and Toll Operations Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Mon 10/17/16	Mon 10/17/16	749		Mon 10/17/16	Mon 10/17/16									
751	<b>(TP-024) Conduct NDB BOS, CSC, and Roadside Toll Operations Test</b>	0%	Mon 10/31/16	Mon 4/10/17			Mon 10/31/16	Mon 4/10/17									
752	NDB BOS, CSC, and Roadside Toll Operations Test Start	0%	Mon 10/31/16	Mon 10/31/16	740,750,589		Mon 10/31/16	Mon 10/31/16									
753	Preparation for NDB BOS, CSC, and Roadside Toll Operations Test	0%	Tue 11/1/16	Mon 11/7/16	752	WHEELER[10%],PRI	Tue 11/1/16	Mon 11/7/16									
754	120-Day System Monitoring During NDB BOS, CSC, TOC and Toll Operations Test	0%	Tue 11/8/16	Mon 3/6/17	753	WHEELER[5%],PRI	Tue 11/8/16	Mon 3/6/17									
755	Conduct Re-test, If Needed (Test Contingency Period)	0%	Tue 3/7/17	Mon 3/20/17	754	WHEELER[25%]	Tue 3/7/17	Mon 3/20/17									
756	Develop and Submit NDB BOS, CSC, and Roadside Toll Operations Test Report	0%	Tue 3/21/17	Mon 3/27/17	755	WHEELER[10%],PRI	Tue 3/21/17	Mon 3/27/17									
757	LSIORB Review & Approve NDB BOS, CSC, and Roadside Toll Operations Test Report	0%	Tue 3/28/17	Mon 4/10/17	756	LSIORB	Tue 3/28/17	Mon 4/10/17									
758	NDB BOS, CSC, and Roadside Toll Operations Test Approved	0%	Mon 4/10/17	Mon 4/10/17	757		Mon 4/10/17	Mon 4/10/17									
759	<b>KENNEDY BRIDGE</b>	0%	Fri 9/25/15	Mon 4/10/17			Fri 9/25/15	Mon 4/10/17									
760	<b>KB RE-DECKING PERIOD - EXTERNAL DEPENDENCY</b>	0%	Mon 1/18/16	Mon 5/23/16			Mon 1/18/16	Mon 5/23/16									
761	KB Re-Decking Period Start KB by LSIORB Construction Contractor Start	0%	Mon 1/18/16	Mon 1/18/16			Mon 1/18/16	Mon 1/18/16									
762	KB Re-Decking Work Period by LSIORB Construction Contractor	0%	Mon 1/18/16	Mon 5/23/16	761	LSIORB	Mon 1/18/16	Mon 5/23/16									
763	KB Re-Decking Period by LSIORB Construction Contractor Complete	0%	Mon 5/23/16	Mon 5/23/16	762		Mon 5/23/16	Mon 5/23/16									
764	<b>KB PROCUREMENT</b>	0%	Fri 9/25/15	Fri 1/29/16			Fri 9/25/15	Fri 1/29/16									
765	KB Procurement Start	0%	Fri 9/25/15	Fri 9/25/15	772FF-100 days		Fri 9/25/15	Fri 9/25/15									
766	KB Long Lead Items Procurement	0%	Mon 9/28/15	Fri 1/29/16	765	MCKEEVER[10%],H	Mon 9/28/15	Fri 1/29/16									
767	KB Roadside Procurement	0%	Mon 12/21/15	Fri 1/29/16	766FF	MCKEEVER[10%],K	Mon 12/21/15	Fri 1/29/16									
768	KB Roadside Procurement Complete	0%	Fri 1/29/16	Fri 1/29/16	766,767		Fri 1/29/16	Fri 1/29/16									
769	<b>KB SITE MOBILIZATION</b>	0%	Mon 1/18/16	Fri 2/12/16			Mon 1/18/16	Fri 2/12/16									
770	KB Site Mobilization Start	0%	Mon 1/18/16	Mon 1/18/16	761		Mon 1/18/16	Mon 1/18/16									
771	Infrastructure Turnover to Kapsch for KB	0%	Mon 1/18/16	Fri 2/12/16	770	LSIORB	Mon 1/18/16	Fri 2/12/16									
772	KB Site Mobilization Complete / Ready to Kick Off Installation	0%	Fri 2/12/16	Fri 2/12/16	771		Fri 2/12/16	Fri 2/12/16									
773	<b>KB EARLY INSTALLATION - KAPSCH Internal QC</b>	0%	Fri 2/12/16	Fri 5/6/16			Fri 2/12/16	Fri 5/6/16									
774	KB Early Installation Phase Start	0%	Fri 2/12/16	Fri 2/12/16	772,768		Fri 2/12/16	Fri 2/12/16									
775	KB Early Installation Phase	0%	Mon 2/15/16	Fri 5/6/16	774	Installation Manager[	Mon 2/15/16	Fri 5/6/16									
776	KB Early Installation Phase Complete	0%	Fri 5/6/16	Fri 5/6/16	775		Fri 5/6/16	Fri 5/6/16									
777	<b>KB ROADSIDE BUILD OUT - KAPSCH Internal QC</b>	0%	Mon 5/23/16	Mon 9/19/16			Mon 5/23/16	Mon 9/19/16									
778	KB Roadside Installation Start	0%	Mon 5/23/16	Mon 5/23/16	763,776,589		Mon 5/23/16	Mon 5/23/16									
779	<b>Toll Zones and Lanes System Installation</b>	0%	Mon 5/23/16	Tue 8/30/16			Mon 5/23/16	Tue 8/30/16									
780	Toll Zone and Lane System Installation Start	0%	Mon 5/23/16	Mon 5/23/16	778		Mon 5/23/16	Mon 5/23/16									
781	Installation of Conduits - Estimate	0%	Tue 5/24/16	Tue 5/31/16	780	Installation Manager[	Tue 5/24/16	Tue 5/31/16									
782	Installation of Utility Cabinet - Estimate	0%	Wed 6/1/16	Tue 6/7/16	781	Installation Manager[	Wed 6/1/16	Tue 6/7/16									
783	Installation of Generator - Estimate	0%	Wed 6/8/16	Mon 6/13/16	782	Installation Manager[	Wed 6/8/16	Mon 6/13/16									
784	Installation of Equipment Brackets and Arms - Estimate	0%	Tue 6/14/16	Fri 6/17/16	783	Installation Manager[	Tue 6/14/16	Fri 6/17/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
785	Installation of Overhead Equipment - Estimate	0%	Mon 6/20/16	Tue 6/28/16	784	Installation Manager	Mon 6/20/16	Tue 6/28/16									
786	Installation of Loops - Estimate	0%	Wed 6/29/16	Wed 7/6/16	785	Installation Manager	Wed 6/29/16	Wed 7/6/16									
787	Population and Installation of Roadside Cabinets - Estimate	0%	Thu 7/7/16	Wed 7/13/16	786	Installation Manager	Thu 7/7/16	Wed 7/13/16									
788	Installation of all Toll System Network Equipment - Estimate	0%	Thu 7/14/16	Wed 7/20/16	787	Installation Manager	Thu 7/14/16	Wed 7/20/16									
789	Wiring of all Toll System Equipment - Estimate	0%	Thu 7/21/16	Wed 7/27/16	788	Installation Manager	Thu 7/21/16	Wed 7/27/16									
790	Server Installation at Host/Plaza - Estimate	0%	Thu 7/28/16	Wed 8/3/16	789	ROGERS[40%],WOJ	Thu 7/28/16	Wed 8/3/16									
791	Toll System UPS Installation - Estimate	0%	Thu 8/4/16	Tue 8/9/16	790	Installation Manager	Thu 8/4/16	Tue 8/9/16									
792	Tuning and Commissioning of all Equipment - Estimate	0%	Wed 8/10/16	Tue 8/16/16	791	Installation Manager	Wed 8/10/16	Tue 8/16/16									
793	Toll System Installation Check Out - Estimate	0%	Wed 8/17/16	Tue 8/23/16	792	Installation Manager	Wed 8/17/16	Tue 8/23/16									
794	In-Pavement Sensors / Loops Roadside Installation	0%	Wed 8/24/16	Tue 8/30/16	793	Installation Manager	Wed 8/24/16	Tue 8/30/16									
795	Toll Zone and Lane System Installation Complete	0%	Tue 8/30/16	Tue 8/30/16	794		Tue 8/30/16	Tue 8/30/16									
796	<b>Roadside System Integration</b>	0%	Wed 8/31/16	Mon 9/19/16			Wed 8/31/16	Mon 9/19/16									
797	Roadside System Integration Testing Start	0%	Wed 8/31/16	Wed 8/31/16	795FS+1 day		Wed 8/31/16	Wed 8/31/16									
798	Conduct Toll Hub Infrastructure Connectivity Testing	0%	Thu 9/1/16	Mon 9/5/16	797	PRIELER[25%],MIL	Thu 9/1/16	Mon 9/5/16									
799	Internal ETE system integration validation (Roadside to BOS)	0%	Tue 9/6/16	Thu 9/8/16	798	HUCHER[50%]	Tue 9/6/16	Thu 9/8/16									
800	Roadside System Internal Check-Out	0%	Fri 9/9/16	Tue 9/13/16	799	HUCHER[50%]	Fri 9/9/16	Tue 9/13/16									
801	Live Monitoring and Rework	0%	Wed 9/14/16	Mon 9/19/16	800	HUCHER[50%]	Wed 9/14/16	Mon 9/19/16									
802	Roadside System Integration Testing Complete	0%	Mon 9/19/16	Mon 9/19/16	801	PRIELER	Mon 9/19/16	Mon 9/19/16									
803	Roadside Systems Integrated - Ready for Deployment - Followed by Kapsch / LSIORB Joint Inspection	0%	Mon 9/19/16	Mon 9/19/16	802		Mon 9/19/16	Mon 9/19/16									
804	<b>KB DEPLOYMENT</b>	0%	Mon 9/19/16	Mon 9/26/16			Mon 9/19/16	Mon 9/26/16									
805	KB Revenue Services Deployment Start	0%	Mon 9/19/16	Mon 9/19/16	803,593		Mon 9/19/16	Mon 9/19/16									
806	KB System Production Environment Preparation on CSC, BOS and Roadside	0%	Tue 9/20/16	Mon 9/26/16	805	WHEELER[40%],AC	Tue 9/20/16	Mon 9/26/16									
807	KB System Production Network Connectivity Ready for Deployment	0%	Tue 9/20/16	Mon 9/26/16	805	MCKEEVER[10%],A	Tue 9/20/16	Mon 9/26/16									
808	KB System Production Environment Readiness	0%	Tue 9/20/16	Mon 9/26/16	805	MCKEEVER[40%],A	Tue 9/20/16	Mon 9/26/16									
809	KB System Production End to End Deployment	0%	Tue 9/20/16	Mon 9/26/16	805	MCKEEVER[10%],A	Tue 9/20/16	Mon 9/26/16									
810	KB System Production End to End Deployed Ready for System Production Readiness Test - Followed by Kapsch	0%	Mon 9/26/16	Mon 9/26/16	806,807,808,809	LSIORB,MCKEEVEF	Mon 9/26/16	Mon 9/26/16									
811	<b>(TP-023) KB SYSTEM PRODUCTION READINES TEST</b>	0%	Mon 7/14/16	Mon 10/31/16			Mon 7/14/16	Mon 10/31/16									
812	<b>KB System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document (Including</b>	0%	Mon 7/14/16	Mon 9/12/16			Mon 7/14/16	Mon 9/12/16									
813	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Mon 7/14/16	Mon 7/14/16	822FF-60 days		Mon 7/14/16	Mon 7/14/16									
814	Develop System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 7/5/16	Mon 8/1/16	813	SPENLER[10%],HUK	Tue 7/5/16	Mon 8/1/16									
815	Submit System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document to LSIORB	0%	Mon 8/1/16	Mon 8/1/16	814	MCKEEVER	Mon 8/1/16	Mon 8/1/16									
816	LSIORB Reviews the Initial System Production Readiness Test Plan, Cases, Scenarios, and Requirements	0%	Tue 8/2/16	Mon 8/15/16	815	LSIORB	Tue 8/2/16	Mon 8/15/16									
817	Work on Comments and Revise the Initial System Production Readiness Test Plan, Cases, Scenarios, and	0%	Tue 8/16/16	Mon 8/29/16	816	SPENLER[25%]	Tue 8/16/16	Mon 8/29/16									
818	Submit Revised System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 8/29/16	Mon 8/29/16	817	MCKEEVER	Mon 8/29/16	Mon 8/29/16									
819	LSIORB Reviews and Approves the Final System Production Readiness Test Plan, Cases, Scenarios, and	0%	Tue 8/30/16	Mon 9/12/16	818	LSIORB	Tue 8/30/16	Mon 9/12/16									
820	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Mon 9/12/16	Mon 9/12/16	819		Mon 9/12/16	Mon 9/12/16									
821	<b>KB Production Readiness Test</b>	0%	Mon 9/26/16	Mon 10/31/16			Mon 9/26/16	Mon 10/31/16									
822	KB Production Readiness Test Start	0%	Mon 9/26/16	Mon 9/26/16	810		Mon 9/26/16	Mon 9/26/16									
823	Conduct KB Production Readiness Test (Including BOS Deferred Items)	0%	Tue 9/27/16	Mon 10/3/16	822,820	ROGERS[50%]	Tue 9/27/16	Mon 10/3/16									
824	Issue Resolution and Conduct Re-test, If Needed (Test Contingency Period)	0%	Tue 10/4/16	Mon 10/10/16	823	GANGISSETTY[50%]	Tue 10/4/16	Mon 10/10/16									
825	Develop and Submit KB Production Readiness Test Report	0%	Tue 10/11/16	Mon 10/17/16	824	Installation Manager	Tue 10/11/16	Mon 10/17/16									
826	LSIORB Review & Approve KB Production Readiness Test Report	0%	Tue 10/18/16	Mon 10/31/16	825	LSIORB	Tue 10/18/16	Mon 10/31/16									
827	KB Production Readiness Test Approved	0%	Mon 10/31/16	Mon 10/31/16	826		Mon 10/31/16	Mon 10/31/16									
828	<b>KB REVENUE SERVICES</b>	0%	Mon 10/31/16	Mon 10/31/16			Mon 10/31/16	Mon 10/31/16									
829	KB Live Road Tolling / Revenue Service Commencement	0%	Mon 10/31/16	Mon 10/31/16	827		Mon 10/31/16	Mon 10/31/16									
830	<b>(TP-024) KB TOLL Operations TEST and MONITORING</b>	0%	Mon 8/8/16	Mon 4/10/17			Mon 8/8/16	Mon 4/10/17									
831	<b>Operations Test Plan, Cases, Scenarios, and Requirements Document</b>	0%	Mon 8/8/16	Mon 10/17/16			Mon 8/8/16	Mon 10/17/16									
832	Operations Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Mon 8/8/16	Mon 8/8/16	829FF-60 days		Mon 8/8/16	Mon 8/8/16									
833	Develop Operations Test Plan, Cases, Scenarios, and Requirements Document	0%	Tue 8/9/16	Mon 9/5/16	832	JOHNSON[20%],RO	Tue 8/9/16	Mon 9/5/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
834	Submit Toll, Operations Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 00]	0%	Mon 9/5/16	Mon 9/5/16	833	WHEELER	Mon 9/5/16	Mon 9/5/16									
835	LSIORB Reviews the Initial Operations Test Plan, Cases, Scenarios, and Requirements Document and Ser	0%	Tue 9/6/16	Mon 9/19/16	834	LSIORB	Tue 9/6/16	Mon 9/19/16									
836	Work on Comments and Revise the Initial Operations Test Plan, Cases, Scenarios, and Requirements Doc	0%	Tue 9/20/16	Mon 10/3/16	835	WOJCHIK[40%],JO	Tue 9/20/16	Mon 10/3/16									
837	Submit Revised Operations Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 0	0%	Mon 10/3/16	Mon 10/3/16	836	WHEELER	Mon 10/3/16	Mon 10/3/16									
838	LSIORB Reviews and Approves the Final Operations Test Plan, Cases, Scenarios, and Requirements Doc	0%	Tue 10/4/16	Mon 10/17/16	837	LSIORB	Tue 10/4/16	Mon 10/17/16									
839	Operations Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Mon 10/17/16	Mon 10/17/16	838		Mon 10/17/16	Mon 10/17/16									
840	Conduct KB Toll Operations Test	0%	Mon 10/31/16	Mon 4/10/17			Mon 10/31/16	Mon 4/10/17									
841	KB Toll Operation Test and Monitoring Start	0%	Mon 10/31/16	Mon 10/31/16	829,839		Mon 10/31/16	Mon 10/31/16									
842	Preparation for KB Toll Operations Test	0%	Tue 11/1/16	Mon 11/7/16	841	WHEELER[10%],PR	Tue 11/1/16	Mon 11/7/16									
843	120-Day System Monitoring During Toll KB Operations Test	0%	Tue 11/8/16	Mon 3/6/17	842	WHEELER[5%],PRI	Tue 11/8/16	Mon 3/6/17									
844	Conduct Re-test, If Needed (Test Contingency Period)	0%	Tue 3/7/17	Mon 3/20/17	843	WHEELER[5%],PRI	Tue 3/7/17	Mon 3/20/17									
845	KB Toll Operation Monitoring Period Finish	0%	Mon 3/20/17	Mon 3/20/17	844		Mon 3/20/17	Mon 3/20/17									
846	Develop and Submit KB Toll Operations Report	0%	Tue 3/21/17	Mon 3/27/17	845	WHEELER[25%]	Tue 3/21/17	Mon 3/27/17									
847	LSIORB Review & Approve KB Toll Operations Report	0%	Tue 3/28/17	Mon 4/10/17	846	LSIORB	Tue 3/28/17	Mon 4/10/17									
848	KB Toll Operations Test Approved	0%	Mon 4/10/17	Mon 4/10/17	847		Mon 4/10/17	Mon 4/10/17									
849	EAST END BRIDGE (EEB) TOLLING	0%	Fri 8/28/15	Fri 5/26/17			Fri 8/28/15	Fri 5/26/17									
850	EEB PROCUREMENT	0%	Fri 8/28/15	Fri 1/1/16			Fri 8/28/15	Fri 1/1/16									
851	EEB Procurement and Delivery to Site Start	0%	Fri 8/28/15	Fri 8/28/15	637FF-100 days		Fri 8/28/15	Fri 8/28/15									
852	EEB Long Lead Items Procurement and Delivery to Site	0%	Mon 8/31/15	Fri 1/1/16	851	MCKEEVER[5%],HO	Mon 8/31/15	Fri 1/1/16									
853	EEB Roadside Procurement and Delivery to Site	0%	Mon 11/23/15	Fri 1/1/16	852FF	MCKEEVER[10%],Ki	Mon 11/23/15	Fri 1/1/16									
854	EEB Roadside Procurement and Delivery to Site Complete	0%	Fri 1/1/16	Fri 1/1/16	852,853		Fri 1/1/16	Fri 1/1/16									
855	EEB SITE MOBILIZATION	0%	Mon 1/18/16	Fri 1/22/16			Mon 1/18/16	Fri 1/22/16									
856	LSIORB Send Official Notification to TSP for EEB Bridge Site Mobilization	0%	Mon 1/18/16	Mon 1/18/16	761,637		Mon 1/18/16	Mon 1/18/16									
857	Infrastructure Turnover to Kapsch for EEB Bridge	0%	Mon 1/18/16	Fri 1/22/16	856	LSIORB	Mon 1/18/16	Fri 1/22/16									
858	EEB Site Mobilization Complete / Ready to Kick Off Final Installation	0%	Fri 1/22/16	Fri 1/22/16	857		Fri 1/22/16	Fri 1/22/16									
859	EEB EARLY INSTALLATION - KAPSCH Internal QC	0%	Fri 1/22/16	Mon 5/23/16			Fri 1/22/16	Mon 5/23/16									
860	EEB Bridge Early Installation Phase Start	0%	Fri 1/22/16	Fri 1/22/16	858		Fri 1/22/16	Fri 1/22/16									
861	EEB Bridge Early Installation Phase	0%	Mon 1/25/16	Mon 5/23/16	860	Installation Manager[	Mon 1/25/16	Mon 5/23/16									
862	EEB Bridge Early Installation Phase Complete	0%	Mon 5/23/16	Mon 5/23/16	861		Mon 5/23/16	Mon 5/23/16									
863	EEB SITE AVAILABILITY for KAPACH - EXTERNAL DEPENDENCY	0%	Mon 8/22/16	Mon 8/22/16			Mon 8/22/16	Mon 8/22/16									
864	Kapsch Roadside Site Availability to Start Installation	0%	Mon 8/22/16	Mon 8/22/16	862		Mon 8/22/16	Mon 8/22/16									
865	EEB ROADSIDE BUILD OUT - KAPSCH Internal QC	0%	Mon 8/22/16	Fri 11/4/16			Mon 8/22/16	Fri 11/4/16									
866	EEB Roadside Installation Start	0%	Mon 8/22/16	Mon 8/22/16	864,854	Installation Manager	Mon 8/22/16	Mon 8/22/16									
867	Toll Zones and Lanes System Installation	0%	Mon 8/22/16	Thu 10/20/16			Mon 8/22/16	Thu 10/20/16									
868	Toll Zone and Lane System Installation Start	0%	Mon 8/22/16	Mon 8/22/16	866		Mon 8/22/16	Mon 8/22/16									
869	Installation of Conduits - Estimate	0%	Mon 8/22/16	Wed 8/24/16	868	Installation Manager[	Mon 8/22/16	Wed 8/24/16									
870	Installation of Utility Cabinet - Estimate	0%	Thu 8/25/16	Mon 8/29/16	869	Installation Manager[	Thu 8/25/16	Mon 8/29/16									
871	Installation of Generator - Estimate	0%	Tue 8/30/16	Thu 9/1/16	870	Installation Manager[	Tue 8/30/16	Thu 9/1/16									
872	Installation of Equipment Brackets and Arms - Estimate	0%	Fri 9/2/16	Tue 9/6/16	871	Installation Manager[	Fri 9/2/16	Tue 9/6/16									
873	Installation of Overhead Equipment - Estimate	0%	Wed 9/7/16	Fri 9/9/16	872	Installation Manager[	Wed 9/7/16	Fri 9/9/16									
874	Installation of Loops - Estimate	0%	Mon 9/12/16	Wed 9/14/16	873	Installation Manager[	Mon 9/12/16	Wed 9/14/16									
875	Population and Installation of Roadside Cabinets - Estimate	0%	Thu 9/15/16	Mon 9/19/16	874	Installation Manager[	Thu 9/15/16	Mon 9/19/16									
876	Installation of all Toll System Network Equipment - Estimate	0%	Tue 9/20/16	Thu 9/22/16	875	Installation Manager[	Tue 9/20/16	Thu 9/22/16									
877	Wiring of all Toll System Equipment - Estimate	0%	Fri 9/23/16	Tue 9/27/16	876	Installation Manager[	Fri 9/23/16	Tue 9/27/16									
878	Server Installation at Host/Plaza - Estimate	0%	Wed 9/28/16	Fri 9/30/16	877	Installation Manager[	Wed 9/28/16	Fri 9/30/16									
879	Toll System UPS Installation - Estimate	0%	Mon 10/3/16	Wed 10/5/16	878	Installation Manager[	Mon 10/3/16	Wed 10/5/16									
880	Tuning and Commissioning of all Equipment - Estimate	0%	Thu 10/6/16	Mon 10/10/16	879	Installation Manager[	Thu 10/6/16	Mon 10/10/16									
881	Toll System Installation Check Out - Estimate	0%	Tue 10/11/16	Thu 10/13/16	880	Installation Manager[	Tue 10/11/16	Thu 10/13/16									
882	In-Pavement Sensors / Loops Roadside Installation	0%	Fri 10/14/16	Thu 10/20/16	881	Installation Manager[	Fri 10/14/16	Thu 10/20/16									

Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
883	Toll Zone and Lane System Installation Complete	0%	Thu 10/20/16	Thu 10/20/16	882		Thu 10/20/16	Thu 10/20/16									
884	<b>Roadside System Integration</b>	0%	Fri 10/21/16	Fri 11/4/16			Fri 10/21/16	Fri 11/4/16									
885	Roadside System Integration Testing Start	0%	Fri 10/21/16	Fri 10/21/16	883FS+1 day		Fri 10/21/16	Fri 10/21/16									
886	Conduct Toll Hub Infrastructure Connectivity Testing	0%	Mon 10/24/16	Tue 10/25/16	885	PRIELER[25%],MILT	Mon 10/24/16	Tue 10/25/16									
887	Internal ETE system integration validation (Roadside to BOS)	0%	Wed 10/26/16	Thu 10/27/16	886	PRIELER[25%],MILT	Wed 10/26/16	Thu 10/27/16									
888	Roadside System Internal Check-Out	0%	Fri 10/28/16	Tue 11/1/16	887	PRIELER[25%],MILT	Fri 10/28/16	Tue 11/1/16									
889	Live Monitoring and Rework	0%	Wed 11/2/16	Fri 11/4/16	888	PRIELER[25%],MILT	Wed 11/2/16	Fri 11/4/16									
890	Roadside System Integration Testing Complete	0%	Fri 11/4/16	Fri 11/4/16	889		Fri 11/4/16	Fri 11/4/16									
891	Roadside Systems Integrated - Ready for Deployment - Followed by Kapsch / LSIORB Joint Inspection	0%	Fri 11/4/16	Fri 11/4/16	890		Fri 11/4/16	Fri 11/4/16									
892	<b>EEB DEPLOYMENT</b>	0%	Fri 11/4/16	Fri 11/11/16			Fri 11/4/16	Fri 11/11/16									
893	EEB Revenue Services Deployment Start	0%	Fri 11/4/16	Fri 11/4/16	891,740,829		Fri 11/4/16	Fri 11/4/16									
894	EEB System Production Environment Preparation on CSC, BOS and Roadside	0%	Mon 11/7/16	Fri 11/11/16	893	WHEELER[10%],PR	Mon 11/7/16	Fri 11/11/16									
895	EEB System Production Network Connectivity Ready for Deployment	0%	Mon 11/7/16	Fri 11/11/16	893	MCKEEVER[20%]	Mon 11/7/16	Fri 11/11/16									
896	EEB System Production Environment Readiness	0%	Mon 11/7/16	Fri 11/11/16	893	MCKEEVER[20%]	Mon 11/7/16	Fri 11/11/16									
897	EEB System Production End to End Deployment	0%	Mon 11/7/16	Fri 11/11/16	893	MCKEEVER[20%]	Mon 11/7/16	Fri 11/11/16									
898	EEB System Production End to End Deployed Ready for System Production Readiness Test - Followed by Kapsch	0%	Fri 11/11/16	Fri 11/11/16	897,894,895,896	LSIORB,MCKEEVEE	Fri 11/11/16	Fri 11/11/16									
899	<b>(TP-023) EEB SYSTEM PRODUCTION READINESS TEST</b>	0%	Fri 8/19/16	Fri 12/16/16			Fri 8/19/16	Fri 12/16/16									
900	<b>EEB System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document (Including</b>	0%	Fri 8/19/16	Fri 10/28/16			Fri 8/19/16	Fri 10/28/16									
901	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Fri 8/19/16	Fri 8/19/16	910FF-60 days		Fri 8/19/16	Fri 8/19/16									
902	Develop System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document (Including	0%	Mon 8/22/16	Fri 9/16/16	901	SPENLER[33%],HUC	Mon 8/22/16	Fri 9/16/16									
903	Submit System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document to LSIORB	0%	Fri 9/16/16	Fri 9/16/16	902	MCKEEVER	Fri 9/16/16	Fri 9/16/16									
904	LSIORB Reviews the Initial System Production Readiness Test Plan, Cases, Scenarios, and Requirements	0%	Mon 9/19/16	Fri 9/30/16	903	LSIORB	Mon 9/19/16	Fri 9/30/16									
905	Work on Comments and Revise the Initial System Production Readiness Test Plan, Cases, Scenarios, and	0%	Mon 10/3/16	Fri 10/14/16	904	SPENLER[33%],HUC	Mon 10/3/16	Fri 10/14/16									
906	Submit Revised System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document	0%	Fri 10/14/16	Fri 10/14/16	905	MCKEEVER	Fri 10/14/16	Fri 10/14/16									
907	LSIORB Reviews and Approves the Final System Production Readiness Test Plan, Cases, Scenarios, and	0%	Mon 10/17/16	Fri 10/28/16	906	LSIORB	Mon 10/17/16	Fri 10/28/16									
908	System Production Readiness Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Fri 10/28/16	Fri 10/28/16	907		Fri 10/28/16	Fri 10/28/16									
909	<b>EEB Production Readiness Test</b>	0%	Fri 11/11/16	Fri 12/16/16			Fri 11/11/16	Fri 12/16/16									
910	System Pre-Toll Operations Production Readiness Test Start	0%	Fri 11/11/16	Fri 11/11/16	898,829,740		Fri 11/11/16	Fri 11/11/16									
911	Conduct System Production Readiness Test (Including BOS Deferred Items)	0%	Mon 11/14/16	Fri 11/18/16	910,908	WHEELER[10%],WC	Mon 11/14/16	Fri 11/18/16									
912	Issue Resolution and Conduct Re-test, If Needed (Test Contingency Period)	0%	Mon 11/21/16	Fri 11/25/16	911	Installation Manager	Mon 11/21/16	Fri 11/25/16									
913	Develop and Submit System Operations Production Readiness Test Report	0%	Mon 11/28/16	Fri 12/2/16	912	Installation Manager	Mon 11/28/16	Fri 12/2/16									
914	LSIORB Review & Approve Production Readiness Test Report	0%	Mon 12/5/16	Fri 12/16/16	913	LSIORB	Mon 12/5/16	Fri 12/16/16									
915	Production Readiness Test Approved	0%	Fri 12/16/16	Fri 12/16/16	914		Fri 12/16/16	Fri 12/16/16									
916	<b>EEB REVENUE SERVICES</b>	0%	Fri 12/16/16	Sat 12/17/16			Fri 12/16/16	Sat 12/17/16									
917	EEB Live Road Traffic Tolling / Revenue Collection Commencement	0%	Fri 12/16/16	Sat 12/17/16	915		Fri 12/16/16	Sat 12/17/16									
918	<b>(TP-024) EEB TOLL Operations TEST and MONITORING</b>	0%	Fri 9/23/16	Fri 5/26/17			Fri 9/23/16	Fri 5/26/17									
919	<b>EEB Operations Test Plan, Cases, Scenarios, and Requirements Document</b>	0%	Fri 9/23/16	Fri 12/2/16			Fri 9/23/16	Fri 12/2/16									
920	Operations Test Plan, Cases, Scenarios, and Requirements Document Start	0%	Fri 9/23/16	Fri 9/23/16	917FF-60 days		Fri 9/23/16	Fri 9/23/16									
921	Develop Operations Test Plan, Cases, Scenarios, and Requirements Document	0%	Mon 9/26/16	Fri 10/21/16	920	JOHNSON[10%],GAI	Mon 9/26/16	Fri 10/21/16									
922	Submit Toll, Operations Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 00]	0%	Fri 10/21/16	Fri 10/21/16	921	WHEELER	Fri 10/21/16	Fri 10/21/16									
923	LSIORB Reviews the Initial Operations Test Plan, Cases, Scenarios, and Requirements Document and Ser	0%	Mon 10/24/16	Fri 11/4/16	922	LSIORB	Mon 10/24/16	Fri 11/4/16									
924	Work on Comments and Revise the Initial Operations Test Plan, Cases, Scenarios, and Requirements Doc	0%	Mon 11/7/16	Fri 11/18/16	923	ROGERS[10%],JOHI	Mon 11/7/16	Fri 11/18/16									
925	Submit Revised Operations Test Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 0	0%	Fri 11/18/16	Fri 11/18/16	924	WHEELER	Fri 11/18/16	Fri 11/18/16									
926	LSIORB Reviews and Approves the Final Operations Test Plan, Cases, Scenarios, and Requirements Doc	0%	Mon 11/21/16	Fri 12/2/16	925	LSIORB	Mon 11/21/16	Fri 12/2/16									
927	Operations Test Plan, Cases, Scenarios, and Requirements Document Approved	0%	Fri 12/2/16	Fri 12/2/16	926		Fri 12/2/16	Fri 12/2/16									
928	<b>Conduct EEB Operations Test</b>	0%	Sat 12/17/16	Fri 5/26/17			Sat 12/17/16	Fri 5/26/17									
929	EEB Operation Test and Monitoring Start	0%	Sat 12/17/16	Sat 12/17/16	917,927		Sat 12/17/16	Sat 12/17/16									
930	Preparation for EEB Operations Test	0%	Mon 12/19/16	Fri 12/23/16	929	WHEELER[20%],PRI	Mon 12/19/16	Fri 12/23/16									
931	120-Day System Monitoring During Toll Operations Test	0%	Mon 12/26/16	Fri 4/21/17	930	WHEELER[5%],SKIF	Mon 12/26/16	Fri 4/21/17									

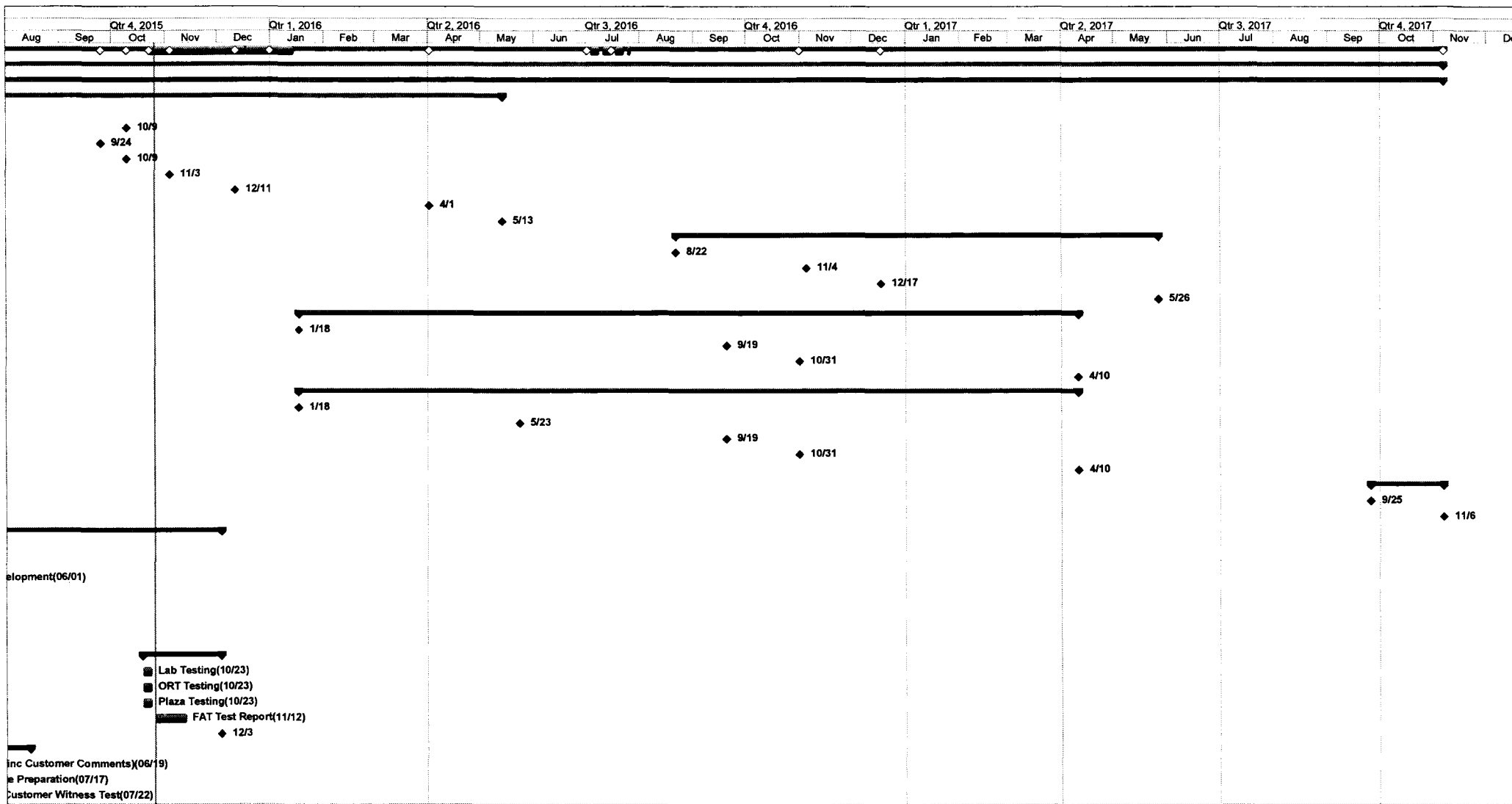
Project: LSIORB Date: Mon 10/26/15	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Critical
	Split	External Tasks	Inactive Summary	Manual Summary	Critical Split
	Milestone	External Milestone	Manual Task	Start-only	Progress
	Summary	Inactive Task	Duration-only	Finish-only	Deadline

ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015		
									Jan	Feb	Mar	Apr	May	Jun	Jul		
932	Conduct Re-test, If Needed (Test Contingency Period)	0%	Mon 4/24/17	Fri 5/5/17	931	WHEELER[10%],PRI	Mon 4/24/17	Fri 5/5/17									
933	Toll Operation Monitoring Period Finish	0%	Fri 5/5/17	Fri 5/5/17	932		Fri 5/5/17	Fri 5/5/17									
934	Develop and Submit Toll Operations Report	0%	Mon 5/8/17	Fri 5/12/17	933	WHEELER[20%]	Mon 5/8/17	Fri 5/12/17									
935	LSIORB Review & Approve Toll Operations Report	0%	Mon 5/15/17	Fri 5/26/17	934	LSIORB	Mon 5/15/17	Fri 5/26/17									
936	EEB Toll Operations Test Approved	0%	Fri 5/26/17	Fri 5/26/17	935		Fri 5/26/17	Fri 5/26/17									
937	POST-OPERATIONS TEST(S) RE-WORK PERIOD	0%	Fri 5/26/17	Thu 6/29/17			Fri 5/26/17	Thu 6/29/17									
938	Post Operations Test Re-Work Period Start	0%	Fri 5/26/17	Fri 5/26/17	758,936,848,613		Fri 5/26/17	Fri 5/26/17									
939	Post Operations Test Re-Work Period	0%	Mon 5/29/17	Thu 6/29/17	938	ACZEL	Mon 5/29/17	Thu 6/29/17									
940	LSIORB Approval for End of Post Operations Test Re-Work Period Issued	0%	Thu 6/29/17	Thu 6/29/17	939	LSIORB	Thu 6/29/17	Thu 6/29/17									
941	Post Operations Test Re-Work Period Finish	0%	Thu 6/29/17	Thu 6/29/17	940		Thu 6/29/17	Thu 6/29/17									
942	(TP-025) SYSTEM ACCEPTANCE TEST (SAT)	0%	Thu 4/6/17	Mon 9/25/17			Thu 4/6/17	Mon 9/25/17									
943	<b>System Acceptance Test - SAT Plan, Cases, Scenarios, and Requirements Document</b>	<b>0%</b>	<b>Thu 4/6/17</b>	<b>Thu 6/15/17</b>			<b>Thu 4/6/17</b>	<b>Thu 6/15/17</b>									
944	SAT Plan, Cases, Scenarios, and Requirements Document Start	0%	Thu 4/6/17	Thu 4/6/17	941FF-60 days		Thu 4/6/17	Thu 4/6/17									
945	Develop SAT Plan, Cases, Scenarios, and Requirements Document	0%	Fri 4/7/17	Thu 5/4/17	944	PRIELER[25%],Amu	Fri 4/7/17	Thu 5/4/17									
946	Submit SAT Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 00]	0%	Thu 5/4/17	Thu 5/4/17	945	Martin Maldonado[10]	Thu 5/4/17	Thu 5/4/17									
947	LSIORB Reviews the Initial SAT Plan, Cases, Scenarios, and Requirements Document Sends Comments to K	0%	Fri 5/5/17	Thu 5/18/17	946	LSIORB	Fri 5/5/17	Thu 5/18/17									
948	Work on Comments and Revise the Initial SAT Plan, Cases, Scenarios, and Requirements Document	0%	Fri 5/19/17	Thu 6/1/17	947	PRIELER[50%],Amu	Fri 5/19/17	Thu 6/1/17									
949	Submit Revised SAT Plan, Cases, Scenarios, and Requirements Document to LSIORB [Rev. 01]	0%	Thu 6/1/17	Thu 6/1/17	948	WHEELER[10%],Ma	Thu 6/1/17	Thu 6/1/17									
950	LSIORB Reviews and Approves the Final SAT Plan, Cases, Scenarios, and Requirements Document	0%	Fri 6/2/17	Thu 6/15/17	949	LSIORB	Fri 6/2/17	Thu 6/15/17									
951	SAT Plan, Cases, Scenarios, and Requirements Document Approved	0%	Thu 6/15/17	Thu 6/15/17	950		Thu 6/15/17	Thu 6/15/17									
952	<b>SYSTEM ACCEPTANCE TEST (SAT) and MONITORING</b>	<b>0%</b>	<b>Thu 6/29/17</b>	<b>Mon 9/25/17</b>			<b>Thu 6/29/17</b>	<b>Mon 9/25/17</b>									
953	System Acceptance Test and Monitoring Start	0%	Thu 6/29/17	Thu 6/29/17	941,951		Thu 6/29/17	Thu 6/29/17									
954	Conduct SAT for Roadside Traffic Operations (48 Hrs. Period)	0%	Fri 6/30/17	Mon 7/3/17	953	WHEELER[2%],Amu	Fri 6/30/17	Mon 7/3/17									
955	Conduct SAT for All TCS Components and Operations (60 Days Period)	0%	Tue 7/4/17	Mon 9/4/17	954	Amulya Grandhi[2%]	Tue 7/4/17	Mon 9/4/17									
956	SAT Monitoring Period Finish	0%	Mon 9/4/17	Mon 9/4/17	955		Mon 9/4/17	Mon 9/4/17									
957	Develop and Submit SAT Report	0%	Tue 9/5/17	Mon 9/11/17	956	WHEELER[10%],Am	Tue 9/5/17	Mon 9/11/17									
958	LSIORB Reviews & Approves SAT Report	0%	Tue 9/12/17	Mon 9/25/17	957	LSIORB	Tue 9/12/17	Mon 9/25/17									
959	System Acceptance Test and Monitoring Approved	0%	Mon 9/25/17	Mon 9/25/17	958		Mon 9/25/17	Mon 9/25/17									
960	<b>TOLL OPERATIONS SYSTEM CLOSING DOCUMENTS</b>	<b>0%</b>	<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>			<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>									
961	<b>System Operations Final Parts and Spare Parts List</b>	<b>0%</b>	<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>			<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>									
962	System Operations Final Parts List Start	0%	Mon 9/25/17	Mon 9/25/17	959	WHEELER	Mon 9/25/17	Mon 9/25/17									
963	Develop System Operations Final Parts and Spare Parts List	0%	Tue 9/26/17	Mon 10/2/17	962	SANTILAN[10%],SKI	Tue 9/26/17	Mon 10/2/17									
964	Submit System Operations Final Parts and Spare Parts List to LSIORB [Rev. 00]	0%	Mon 10/2/17	Mon 10/2/17	963	WHEELER	Mon 10/2/17	Mon 10/2/17									
965	LSIORB Reviews the Initial System Operations Final Parts and Spare Parts List and Sends Comments to Kap:	0%	Tue 10/3/17	Mon 10/16/17	964	LSIORB	Tue 10/3/17	Mon 10/16/17									
966	Work on Comments and Revise the Initial System Operations Final Parts and Spare Parts List	0%	Tue 10/17/17	Mon 10/23/17	965	SANTILAN[10%],SKI	Tue 10/17/17	Mon 10/23/17									
967	Submit Revised System Operations Final Parts and Spare Parts List to LSIORB [Rev. 01]	0%	Mon 10/23/17	Mon 10/23/17	966	WHEELER	Mon 10/23/17	Mon 10/23/17									
968	LSIORB Reviews and Approves the Final System Operations Final Parts and Spare Parts List	0%	Tue 10/24/17	Mon 11/6/17	967	LSIORB	Tue 10/24/17	Mon 11/6/17									
969	System Operations Final Parts and Spare Parts List Complete	0%	Mon 11/6/17	Mon 11/6/17	968		Mon 11/6/17	Mon 11/6/17									
970	<b>(TP-006) Toll Operations As-Built System Documentation</b>	<b>0%</b>	<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>			<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>									
971	As-Built System Documentation Start	0%	Mon 9/25/17	Mon 9/25/17	959		Mon 9/25/17	Mon 9/25/17									
972	Develop Toll Operations As-Built System Documentation	0%	Tue 9/26/17	Mon 10/2/17	971	PRIELER[25%],MIL+	Tue 9/26/17	Mon 10/2/17									
973	Submit Toll Operations As-Built System Documentation to LSIORB [Rev. 00]	0%	Mon 10/2/17	Mon 10/2/17	972	WHEELER	Mon 10/2/17	Mon 10/2/17									
974	LSIORB Reviews the Initial Toll Operations As-Built System Documentation to Kapsch	0%	Tue 10/3/17	Mon 10/16/17	973	LSIORB	Tue 10/3/17	Mon 10/16/17									
975	Work on Comments and Revise the Initial Toll Operations As-Built System Documentation	0%	Tue 10/17/17	Mon 10/23/17	974	PRIELER	Tue 10/17/17	Mon 10/23/17									
976	Submit Revised Toll Operations As-Built System Documentation to LSIORB [Rev. 01]	0%	Mon 10/23/17	Mon 10/23/17	975	WHEELER	Mon 10/23/17	Mon 10/23/17									
977	LSIORB Reviews and Approves the Final Toll Operations As-Built System Documentation	0%	Tue 10/24/17	Mon 11/6/17	976	LSIORB	Tue 10/24/17	Mon 11/6/17									
978	As-Built System Documentation Complete	0%	Mon 11/6/17	Mon 11/6/17	977		Mon 11/6/17	Mon 11/6/17									
979	<b>(TP-0014) End of Contract Transition Plan</b>	<b>0%</b>	<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>			<b>Mon 9/25/17</b>	<b>Mon 11/6/17</b>									
980	End of Contract Transition Plan Start	0%	Mon 9/25/17	Mon 9/25/17	959		Mon 9/25/17	Mon 9/25/17									

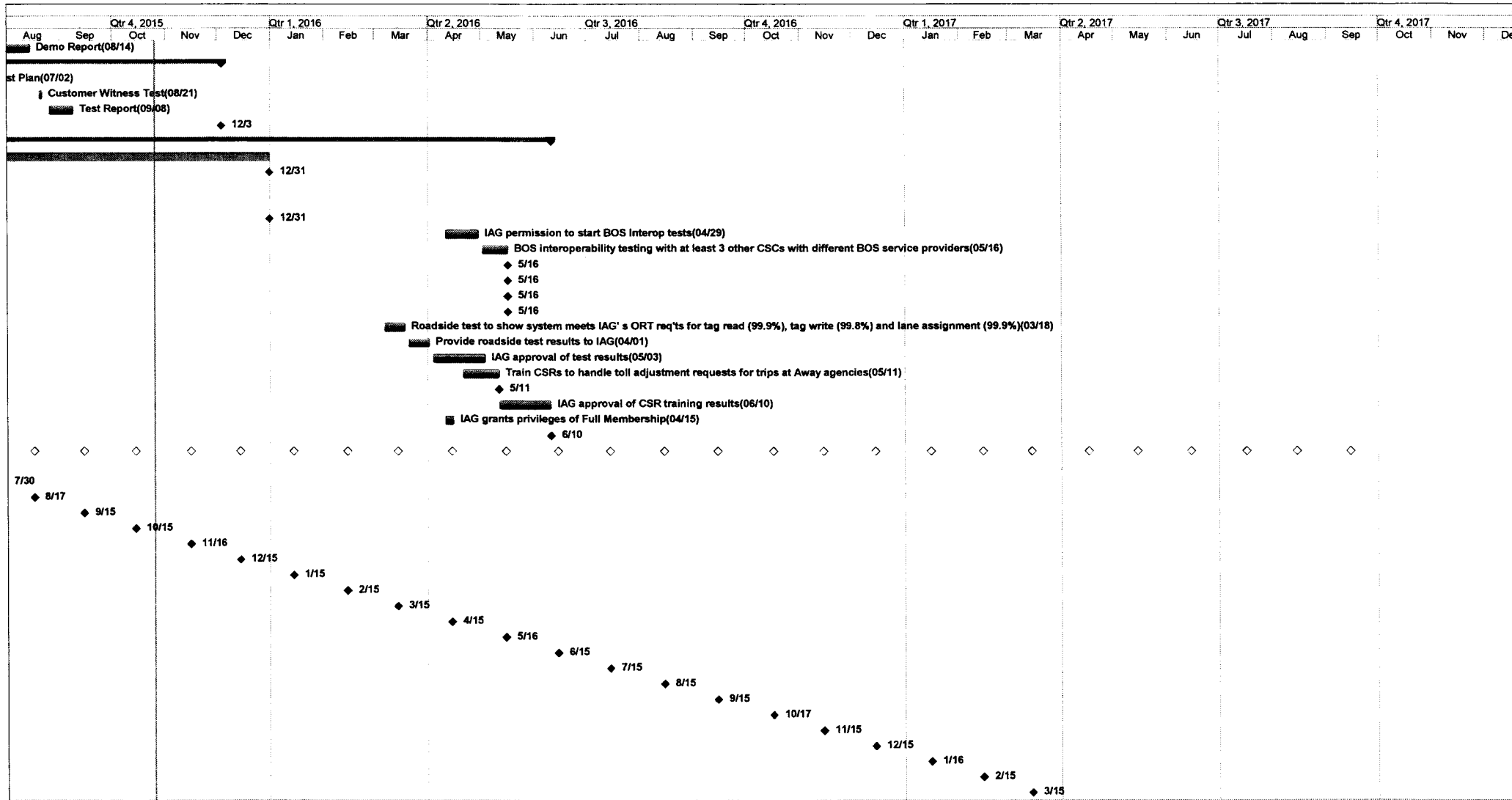
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ID	Task Name	% Complete	Baseline Start	Baseline Finish	Predecessors	Resource Names	Start	Finish	2015							
									Qtr 1, 2015	Qtr 2, 2015	Qtr 3, 2015	Jan	Feb	Mar	Apr	May
981	Develop End of Contract Transition Plan	0%	Tue 9/26/17	Mon 10/2/17	980	ACZEL	Tue 9/26/17	Mon 10/2/17								
982	Submit End of Contract Transition Plan to LSIORB [Rev. 00]	0%	Mon 10/2/17	Mon 10/2/17	981	ACZEL	Mon 10/2/17	Mon 10/2/17								
983	LSIORB Reviews the Initial End of Contract Transition Plan to Kapsch	0%	Tue 10/3/17	Mon 10/16/17	982	LSIORB	Tue 10/3/17	Mon 10/16/17								
984	Work on Comments and Revise the Initial End of Contract Transition Plan	0%	Tue 10/17/17	Mon 10/23/17	983	ACZEL	Tue 10/17/17	Mon 10/23/17								
985	Submit Revised End of Contract Transition Plan to LSIORB [Rev. 01]	0%	Mon 10/23/17	Mon 10/23/17	984	ACZEL	Mon 10/23/17	Mon 10/23/17								
986	LSIORB Reviews and Approves the Final End of Contract Transition Plan	0%	Tue 10/24/17	Mon 11/6/17	985	LSIORB	Tue 10/24/17	Mon 11/6/17								
987	End of Contract Transition Plan Complete	0%	Mon 11/6/17	Mon 11/6/17	986		Mon 11/6/17	Mon 11/6/17								
988	System Closing Documents Complete	0%	Mon 11/6/17	Mon 11/6/17	978,969,987		Mon 11/6/17	Mon 11/6/17								
989	MAINTENANCE and WARRANTY PERIOD COMMENCEMENT	0%	Mon 11/6/17	Mon 11/6/17			Mon 11/6/17	Mon 11/6/17								
990	End of D&B Phase / Start of Maintenance and Warranty Period	0%	Mon 11/6/17	Mon 11/6/17	988		Mon 11/6/17	Mon 11/6/17								

Project: LSIORB Date: Mon 10/26/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup	Critical	
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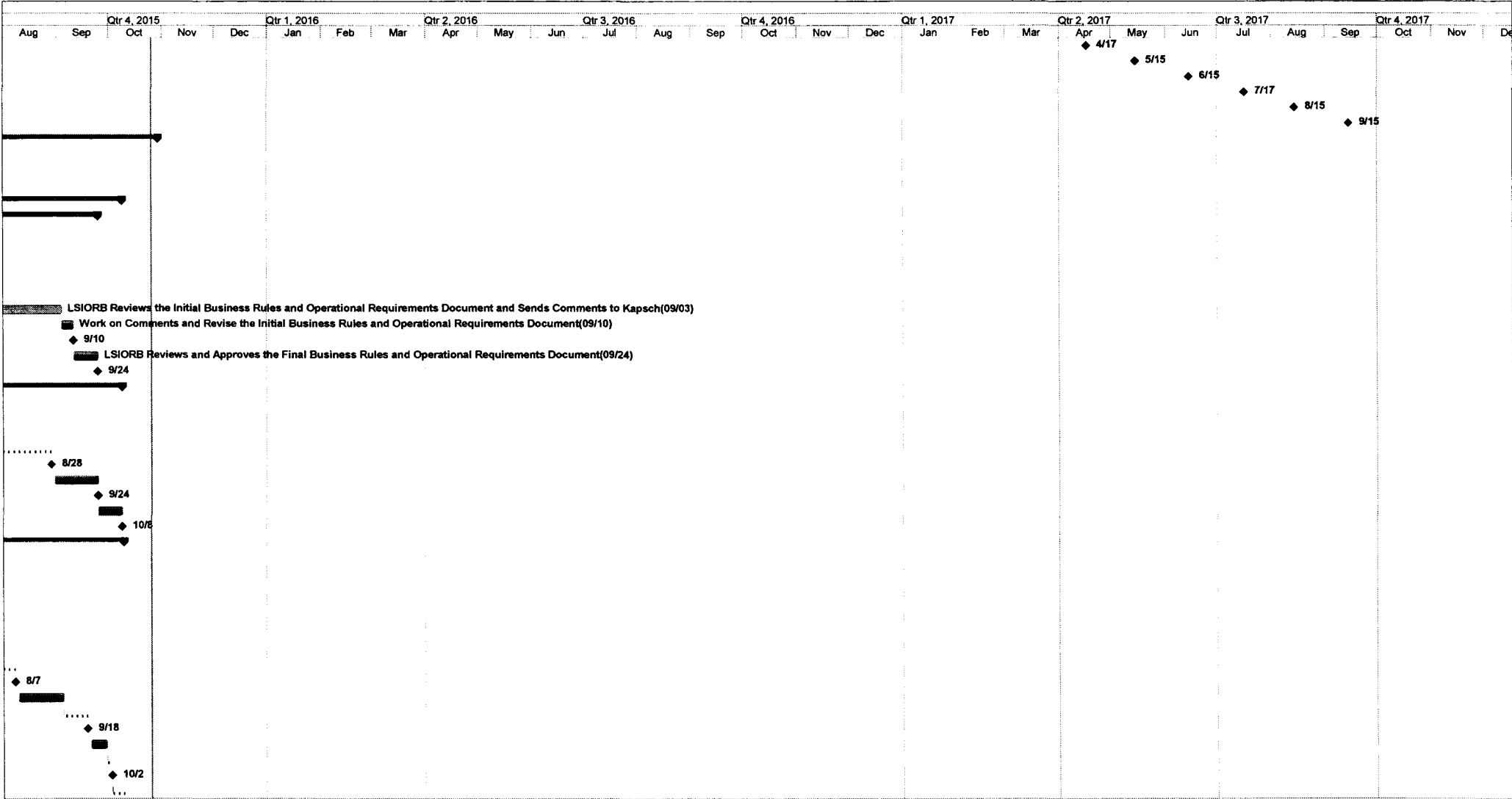
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Project: LSIORB  
Date: Mon 10/26/15

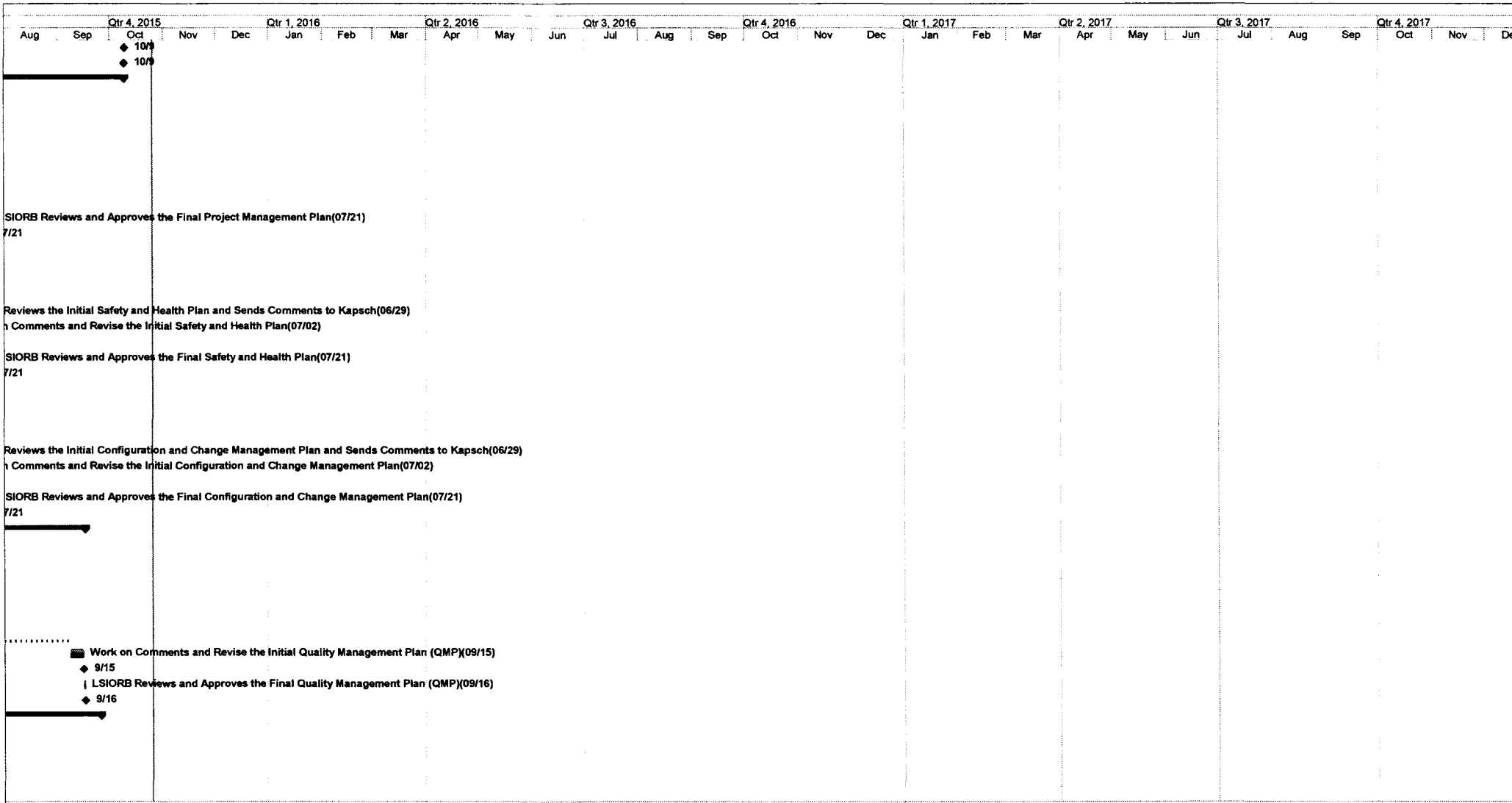
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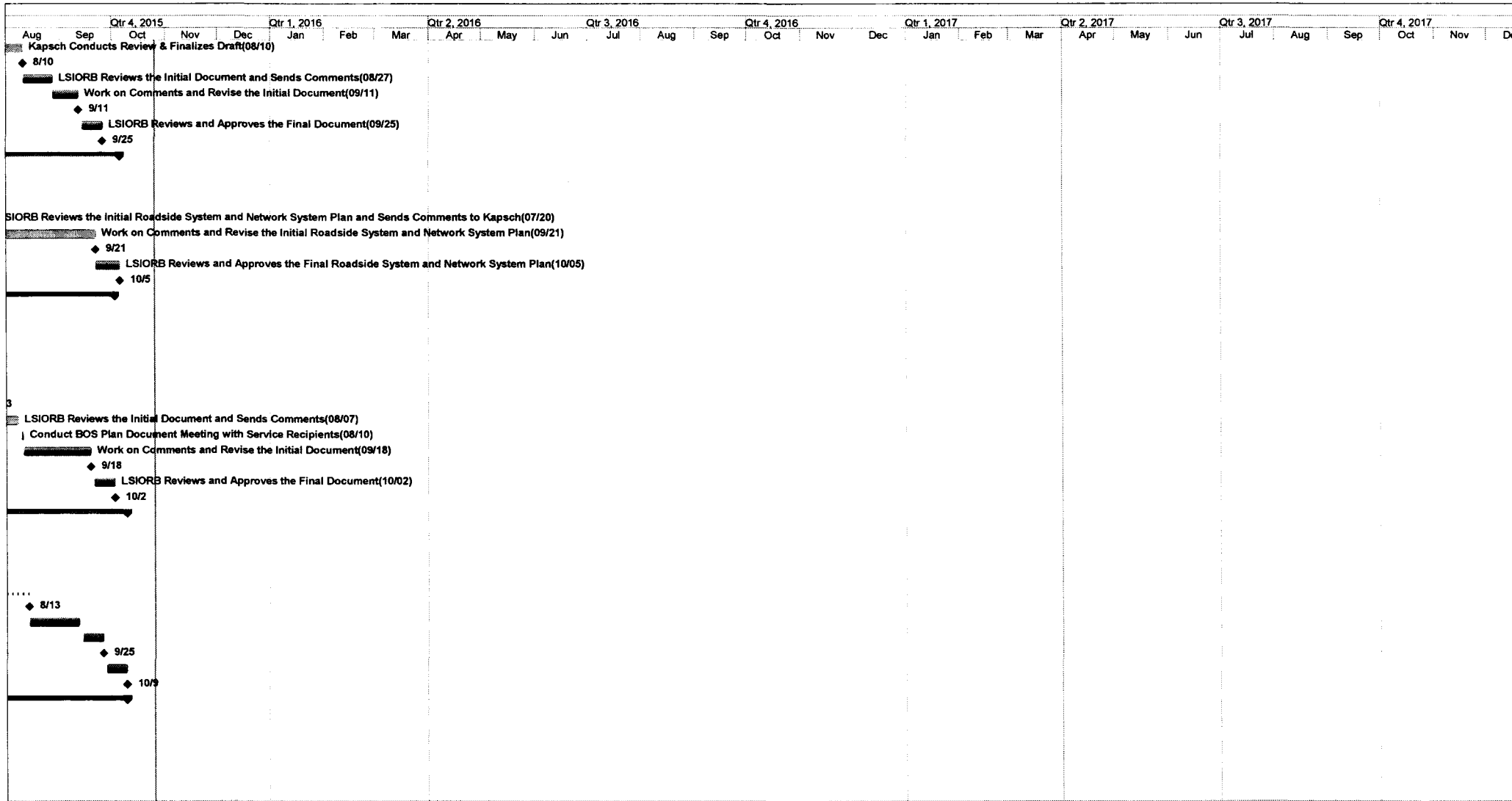


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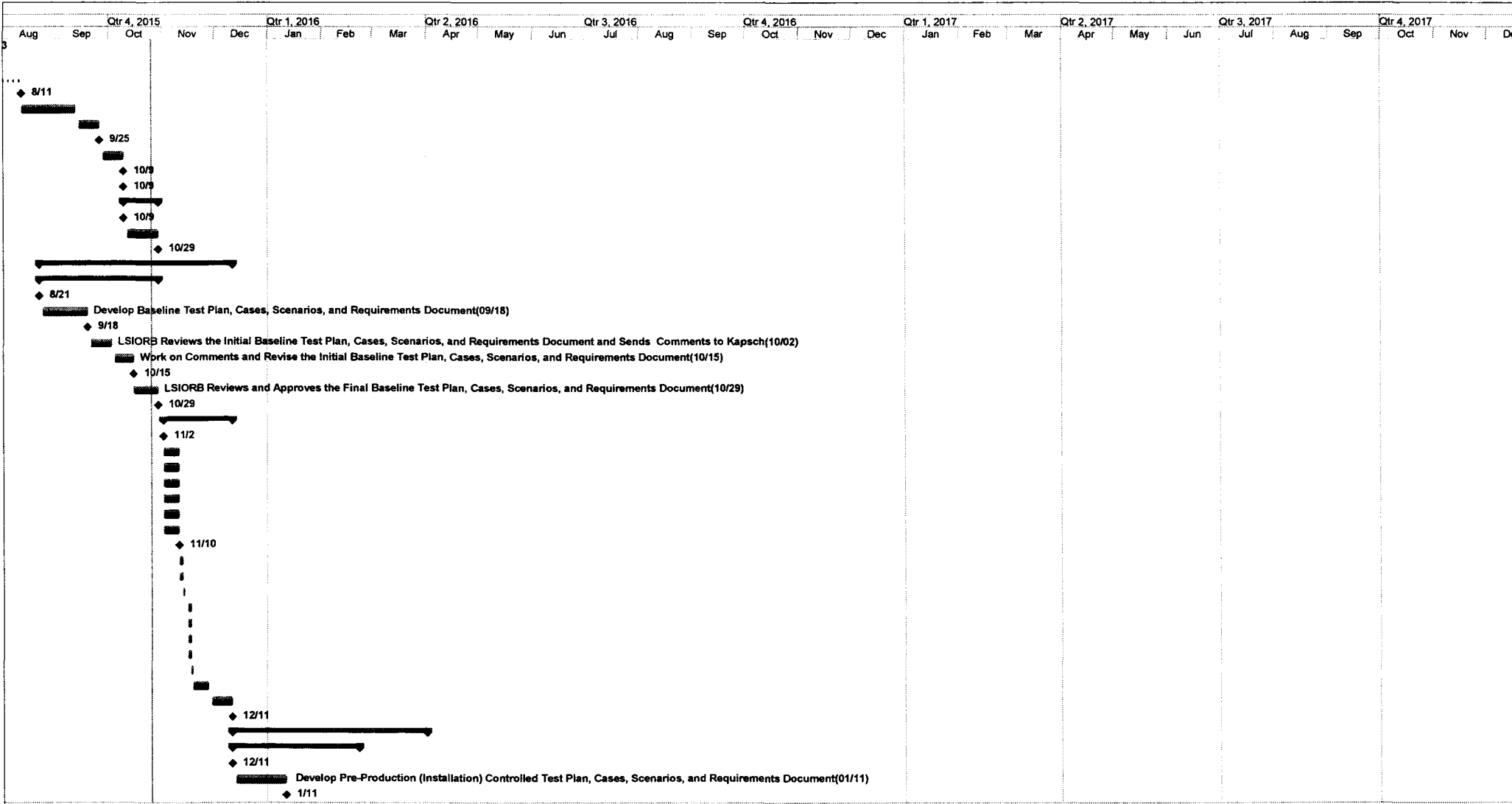
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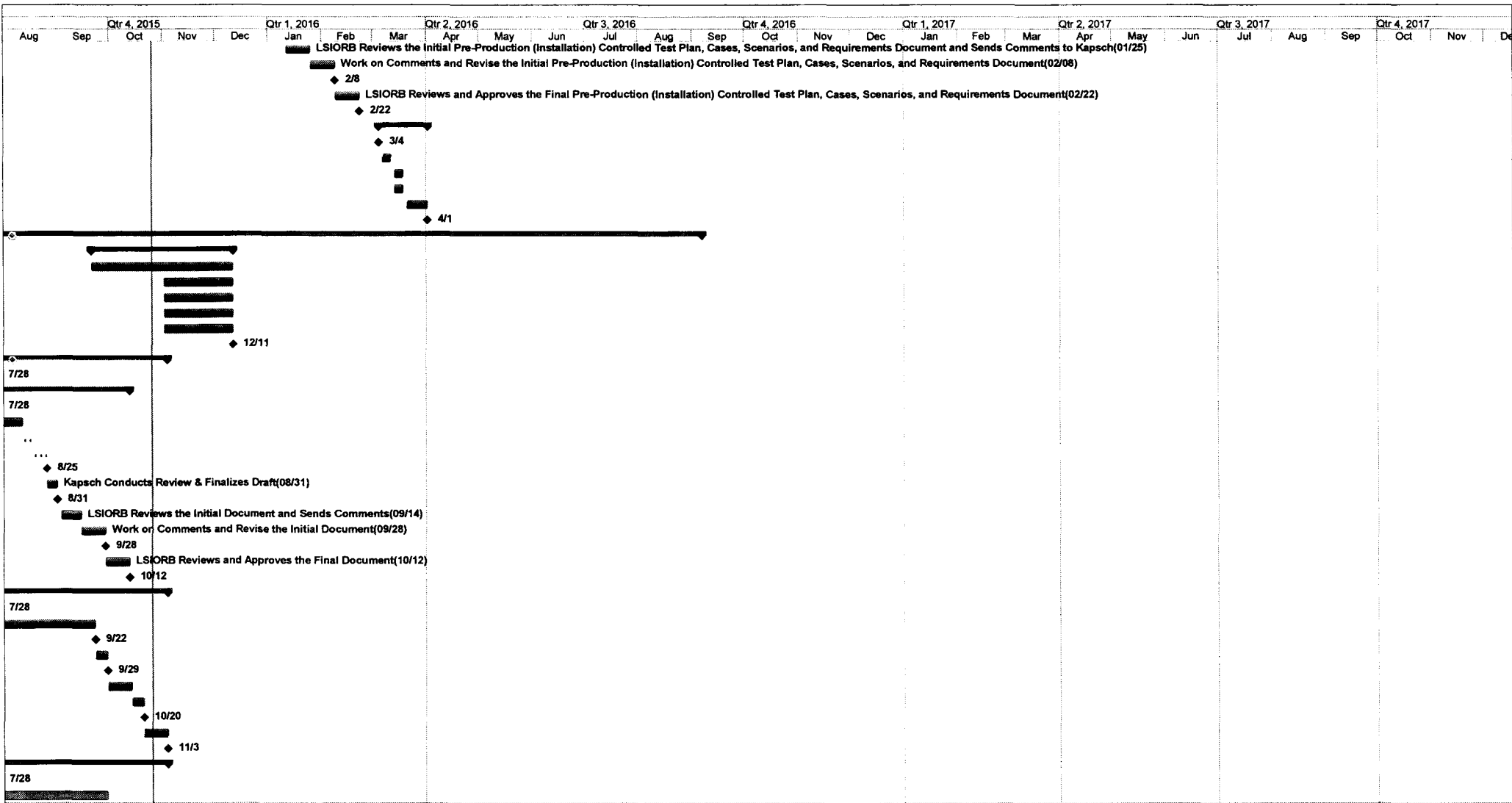
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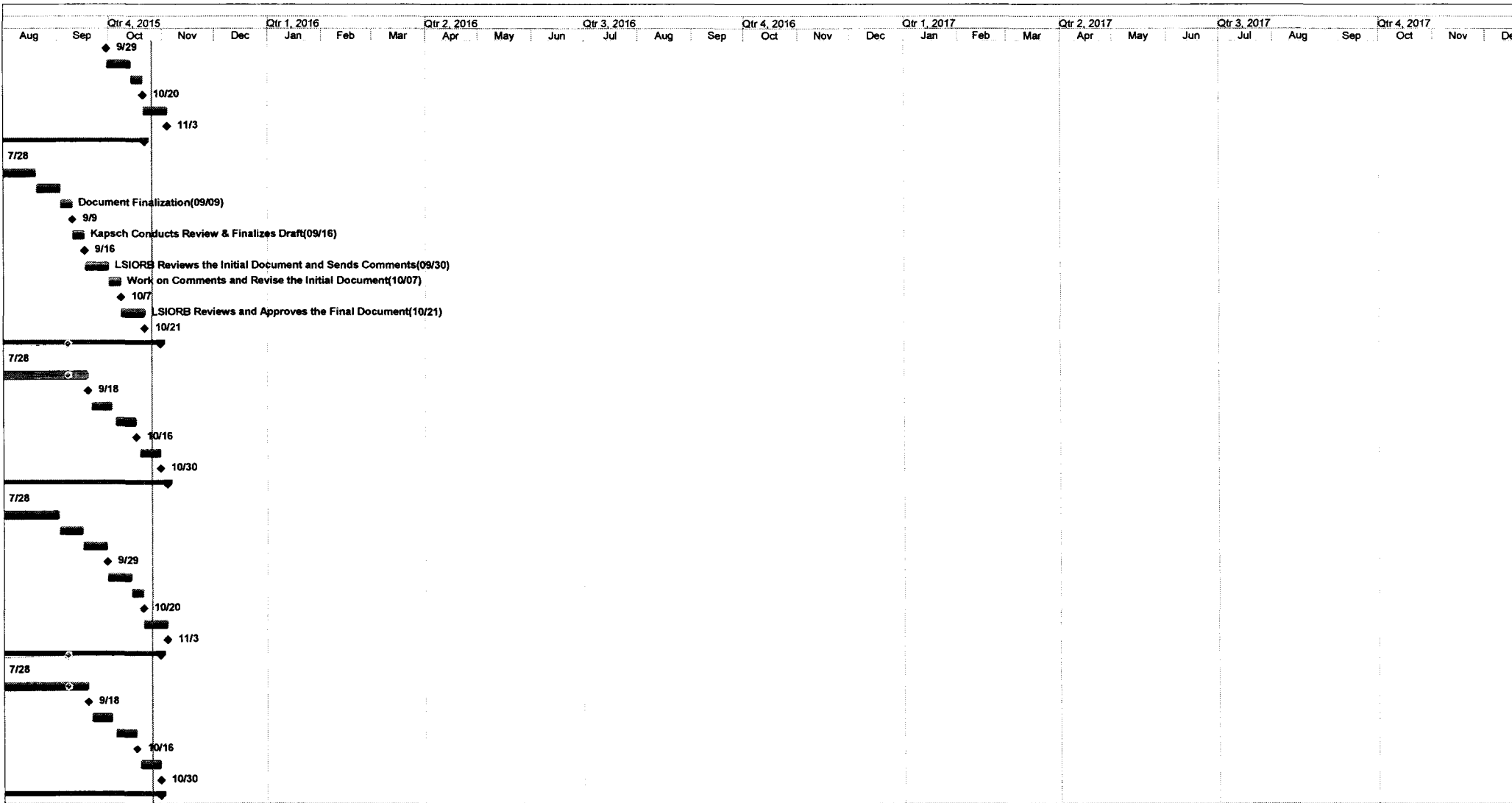
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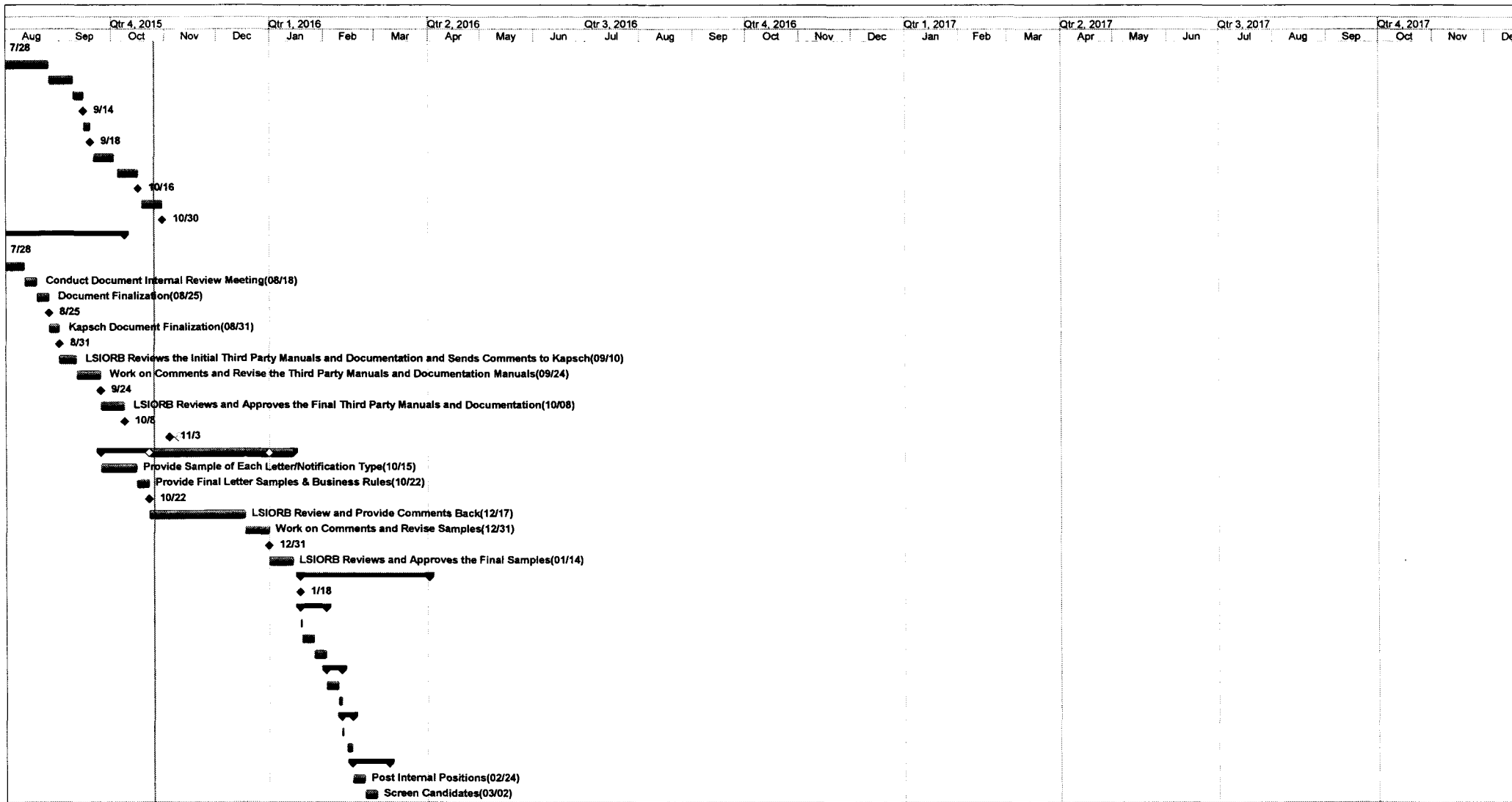
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Milestone		External Milestone		Manual Task		Start-only		Progress	
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	Summary	Inactive Task	Duration-only	Finish-only	Deadline

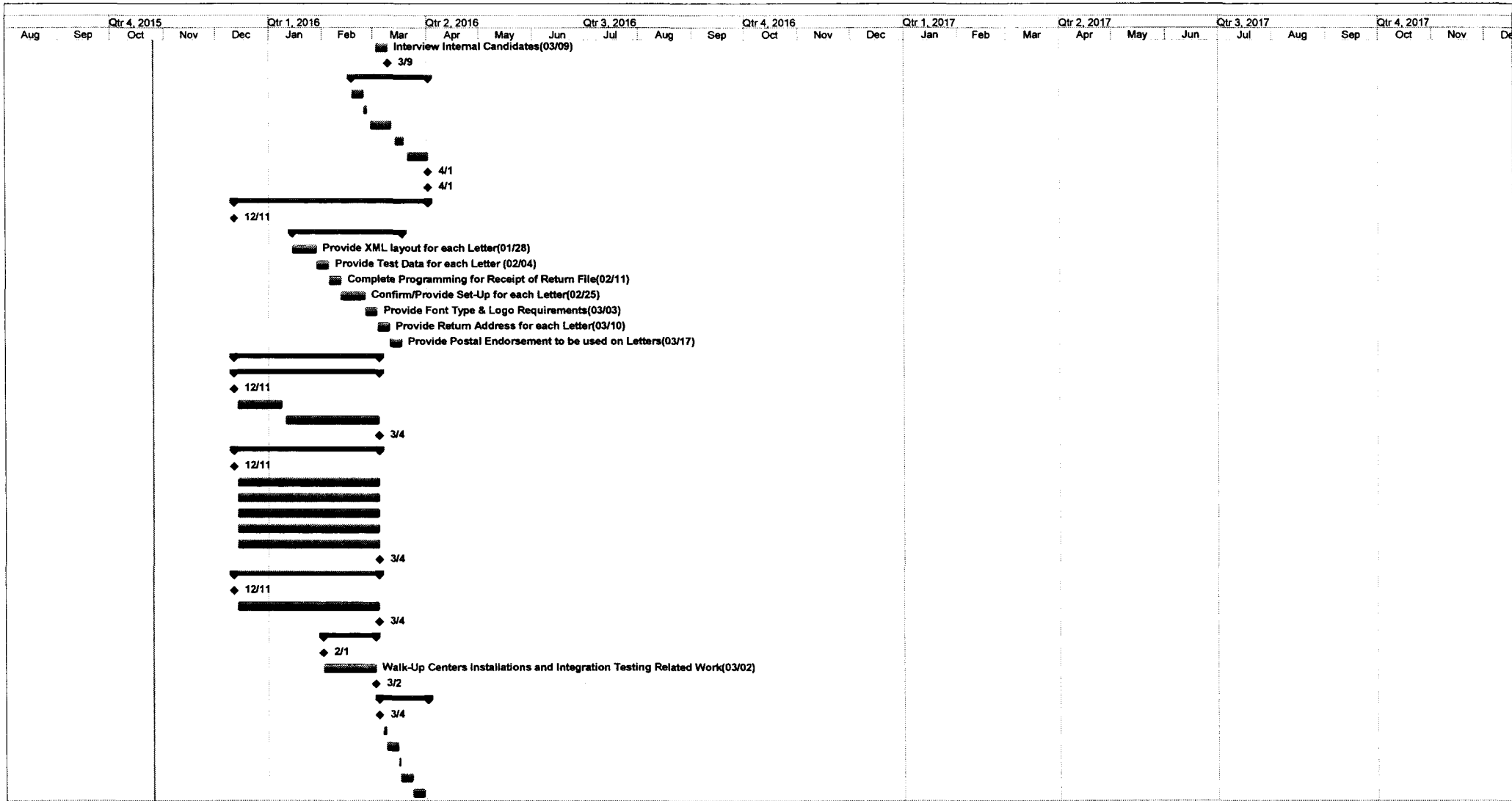


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Project: LSIORB  
Date: Mon 10/26/15

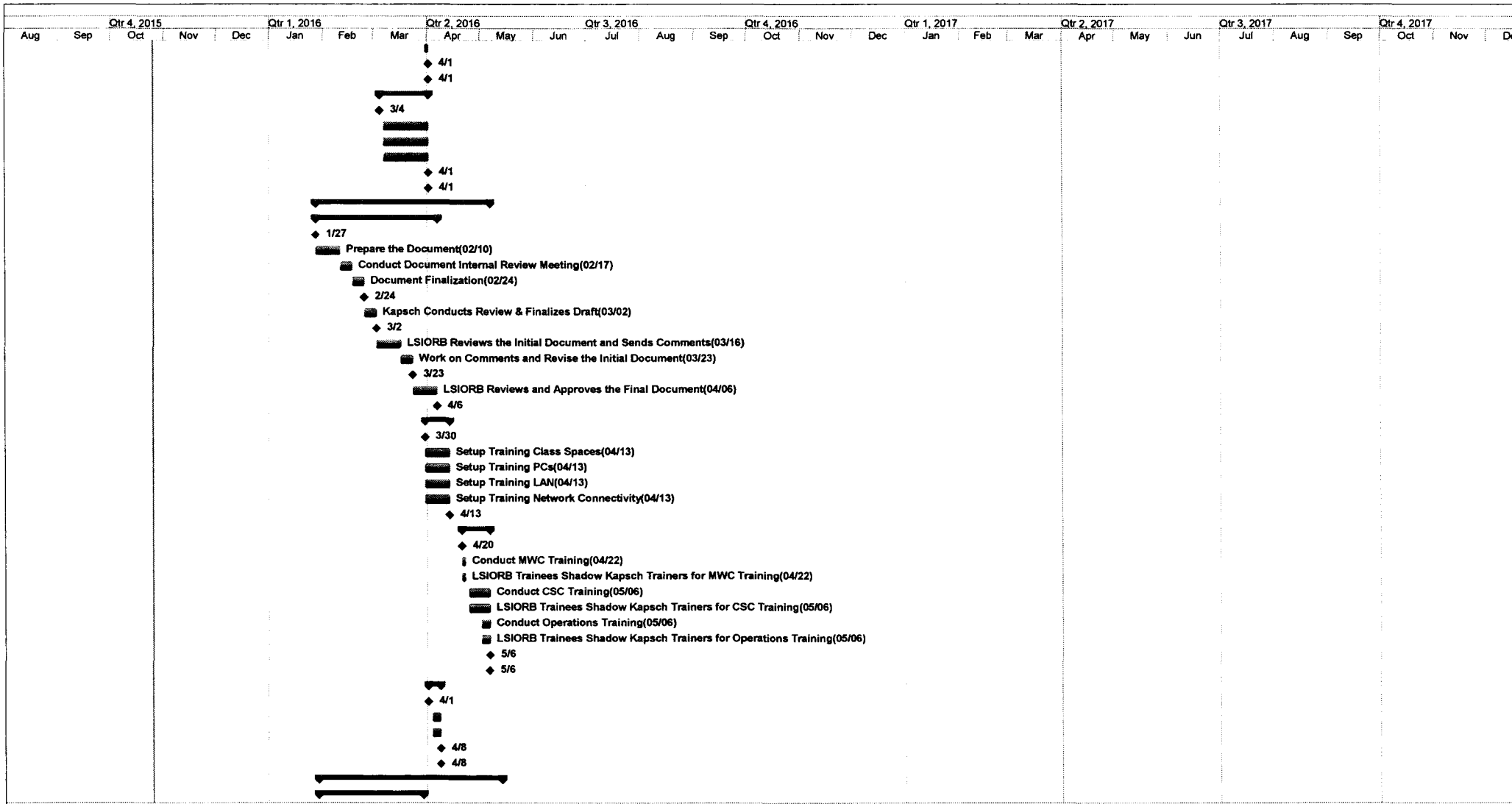
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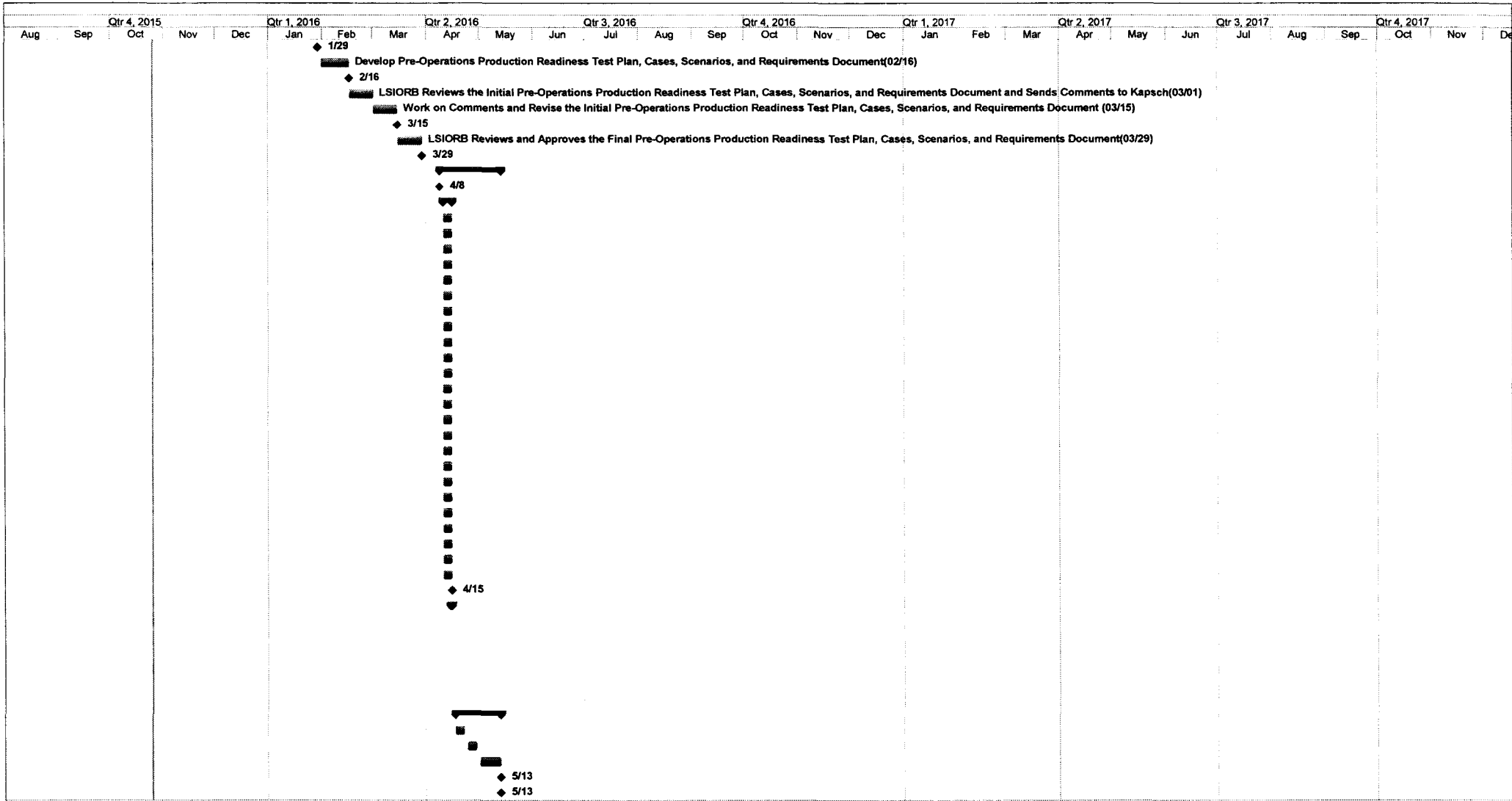
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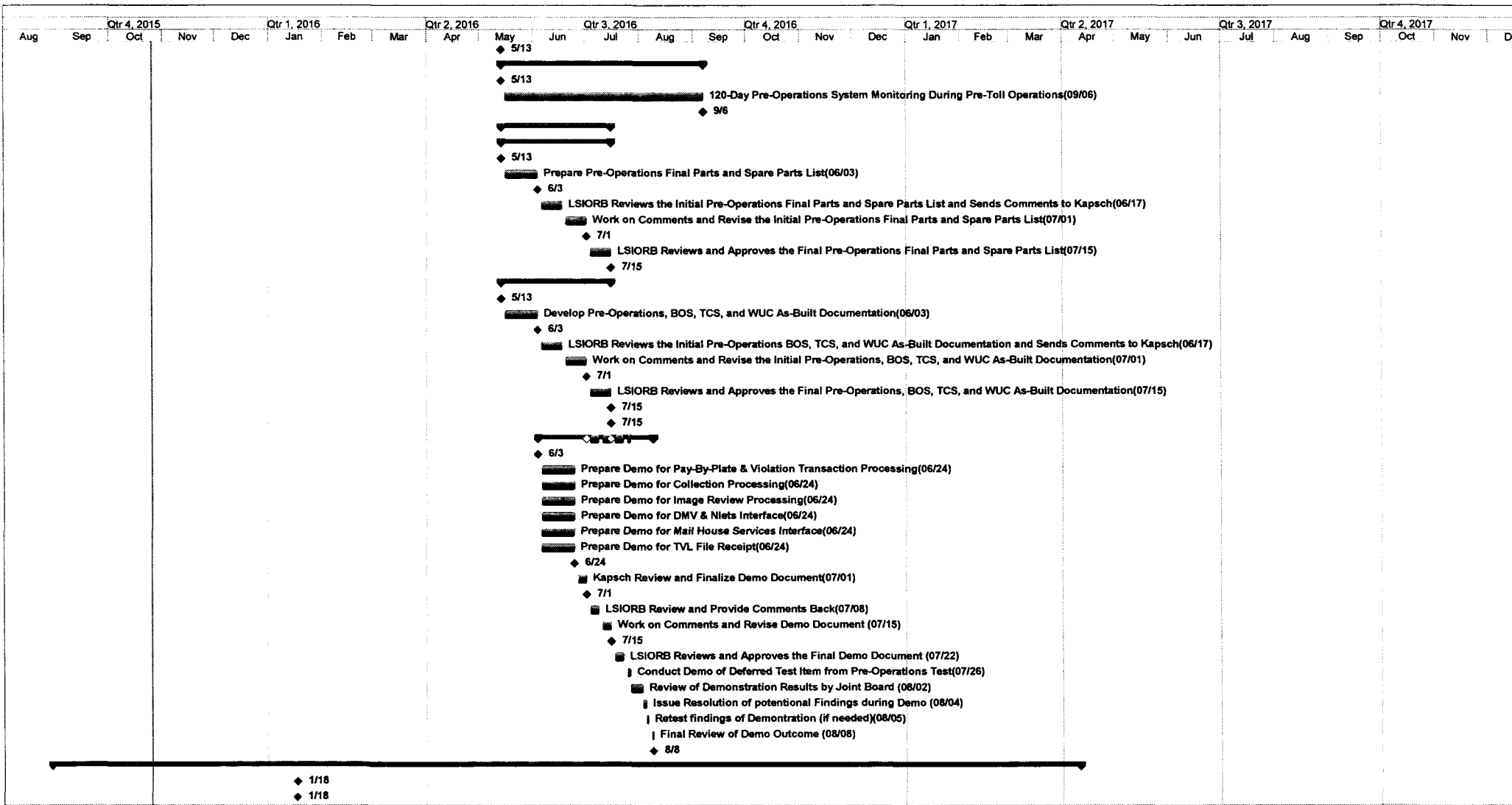


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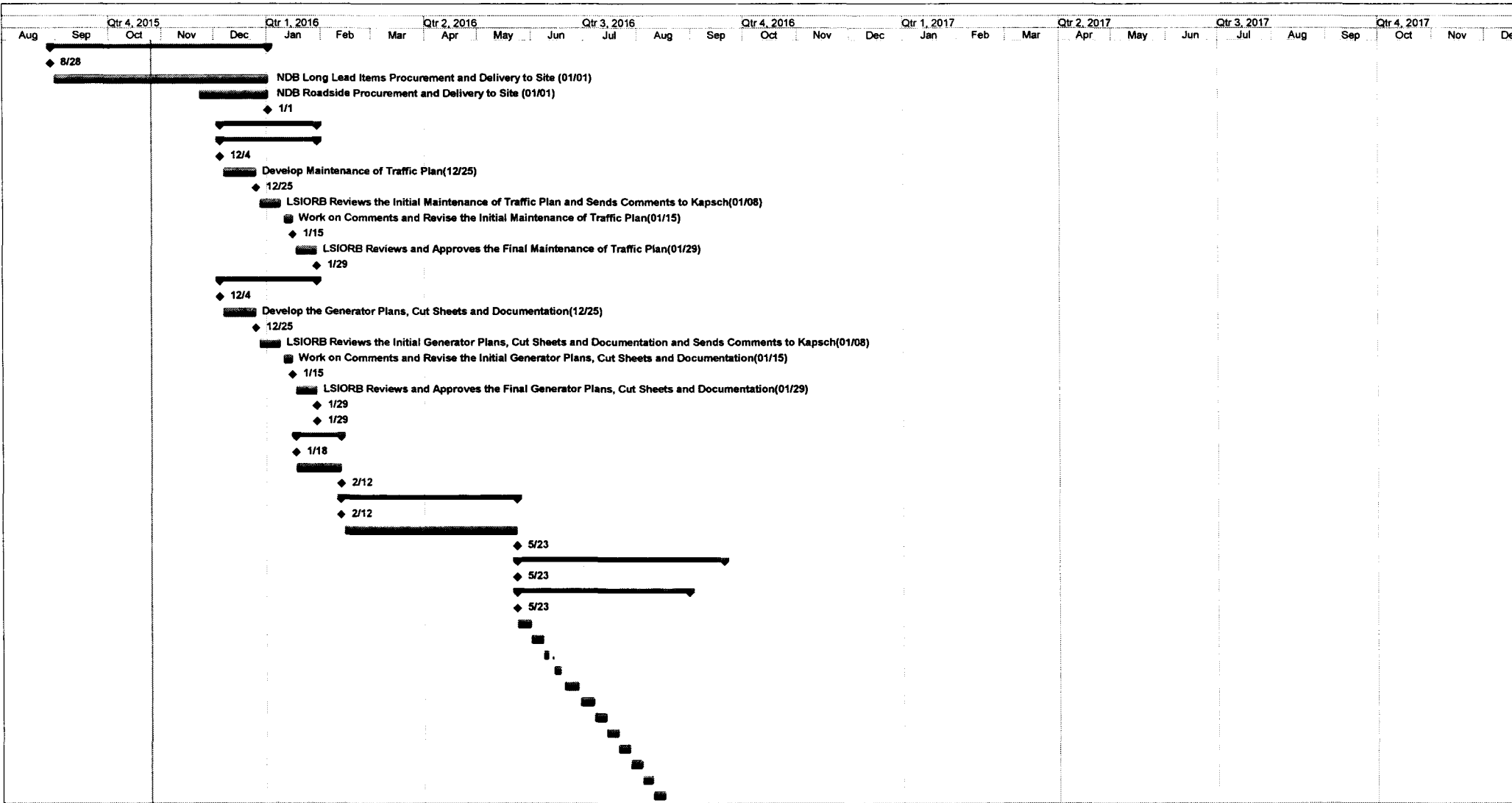
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Summary		Inactive Task		Duration-only		Finish-only		Deadline	



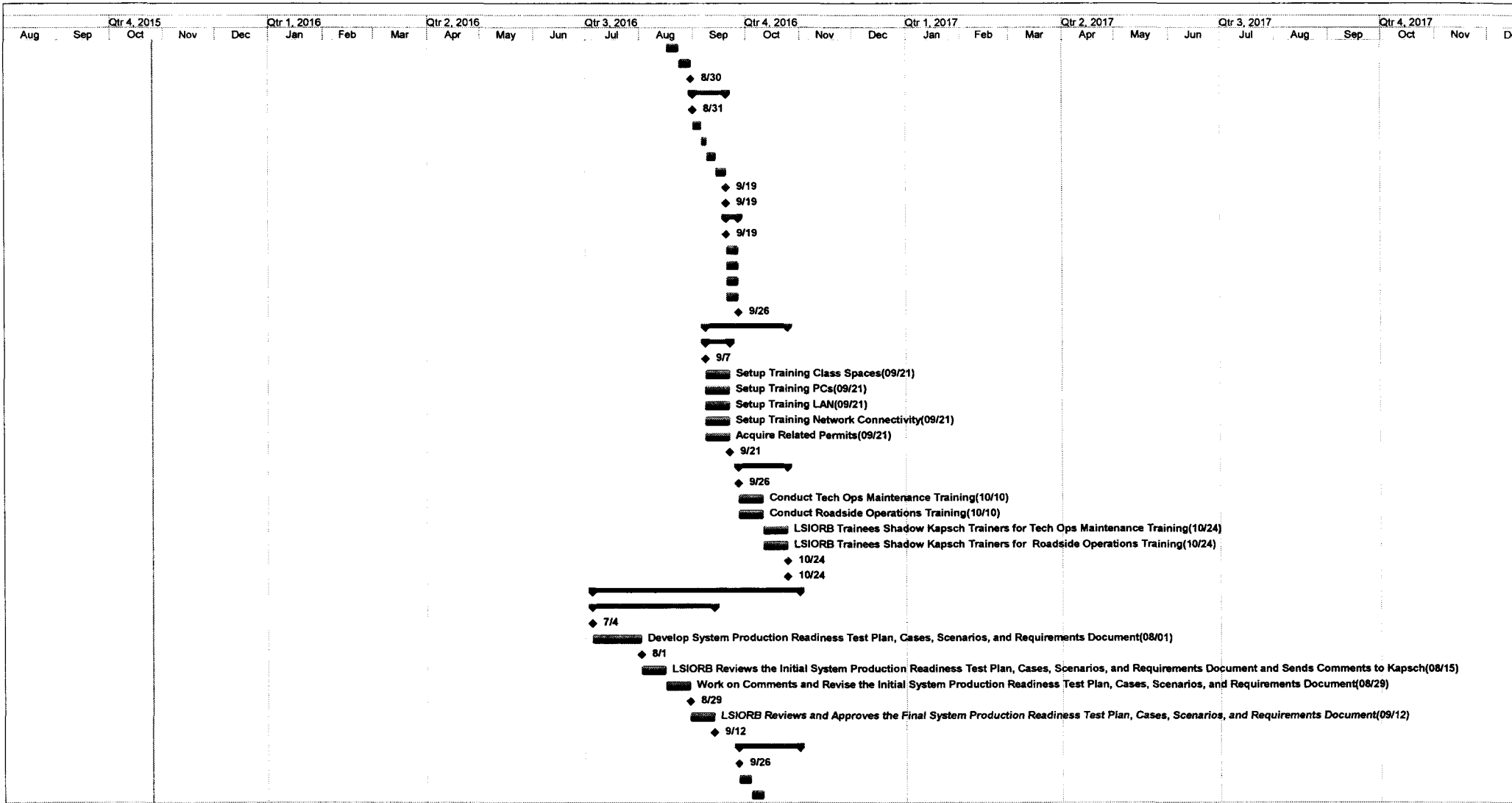
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Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	

Project: LSIORB  
Date: Mon 10/26/15



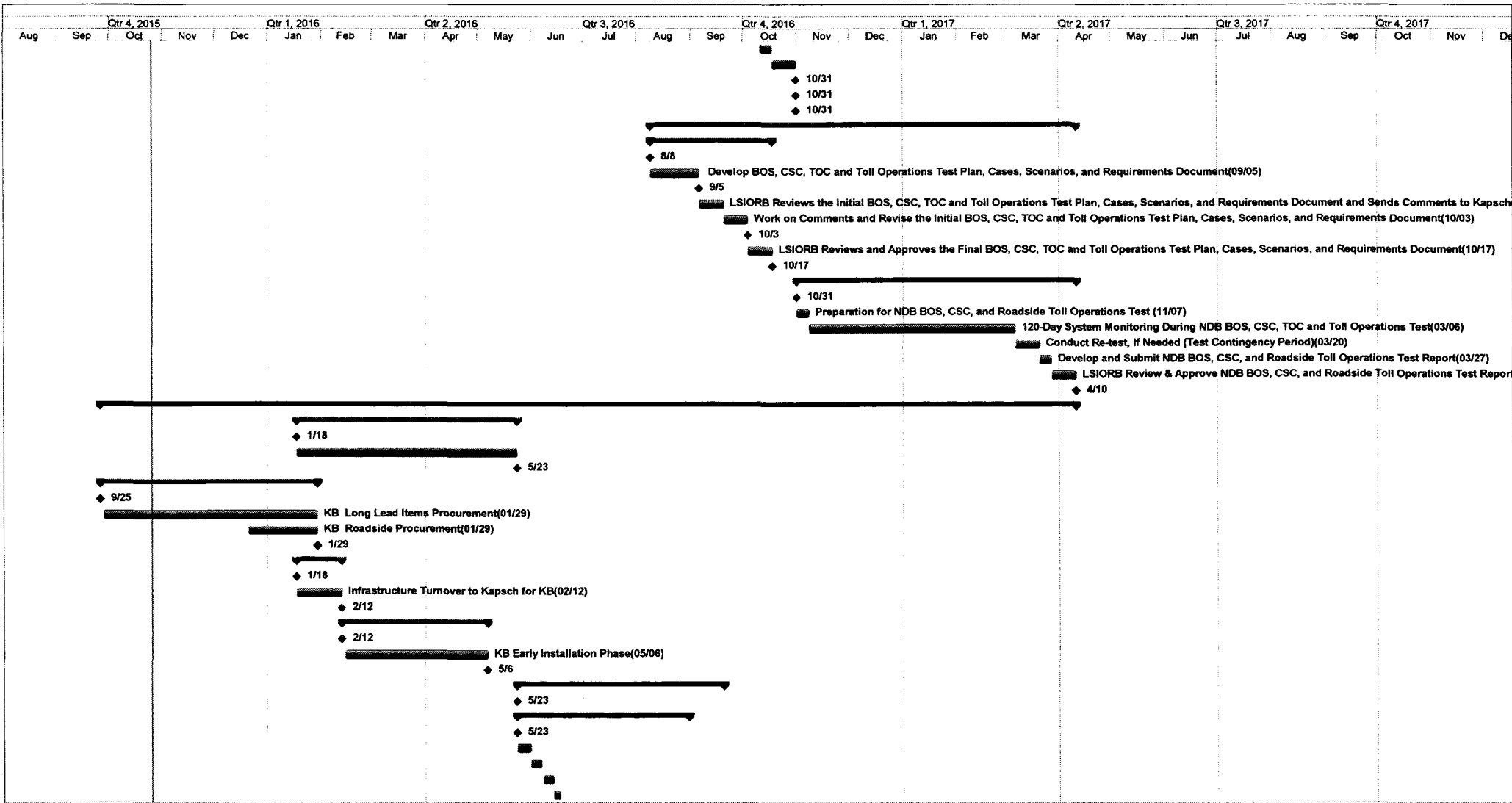
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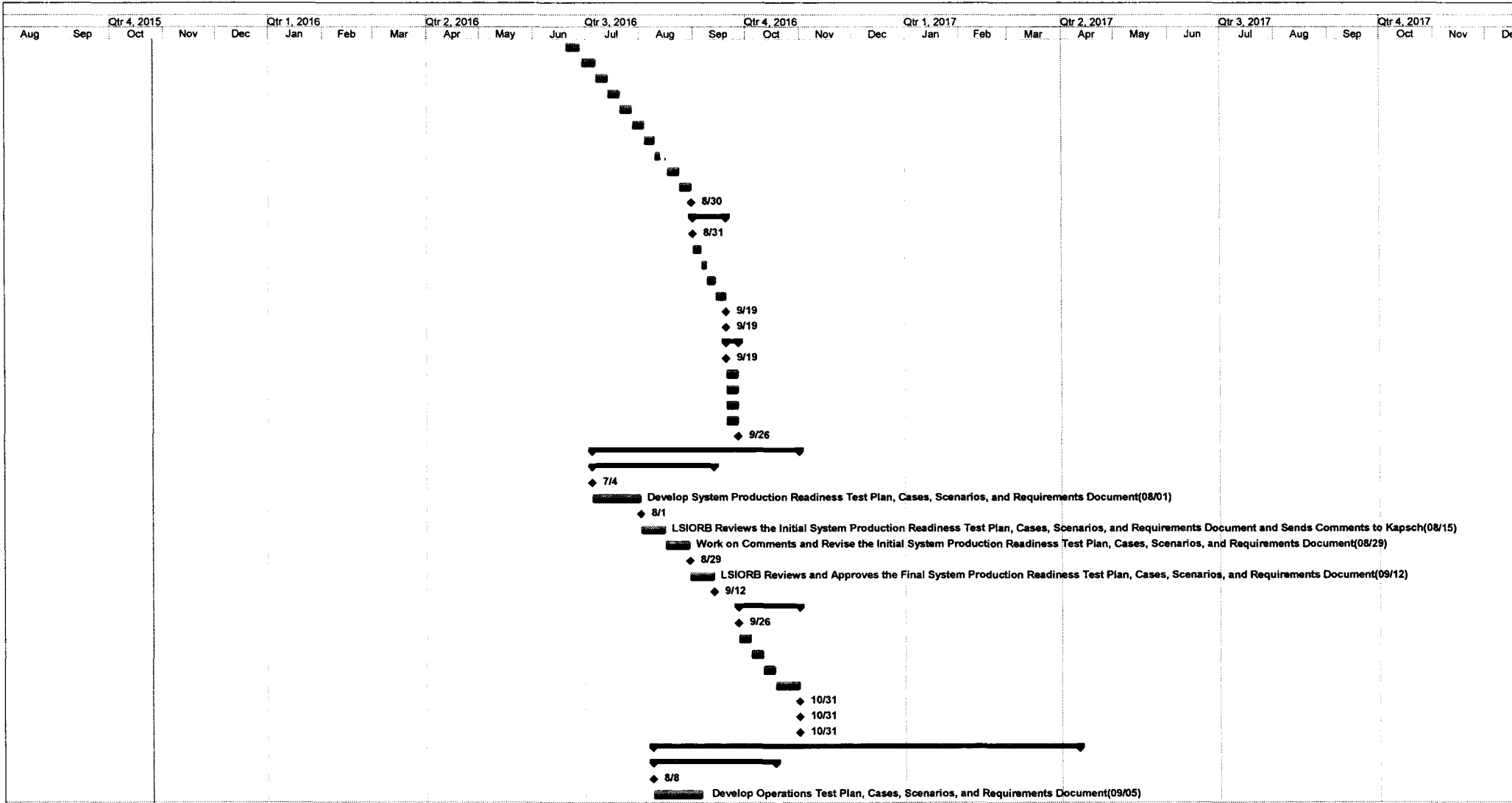
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Summary		Inactive Task		Duration-only		Deadline	



Project: LSIORB  
Date: Mon 10/26/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
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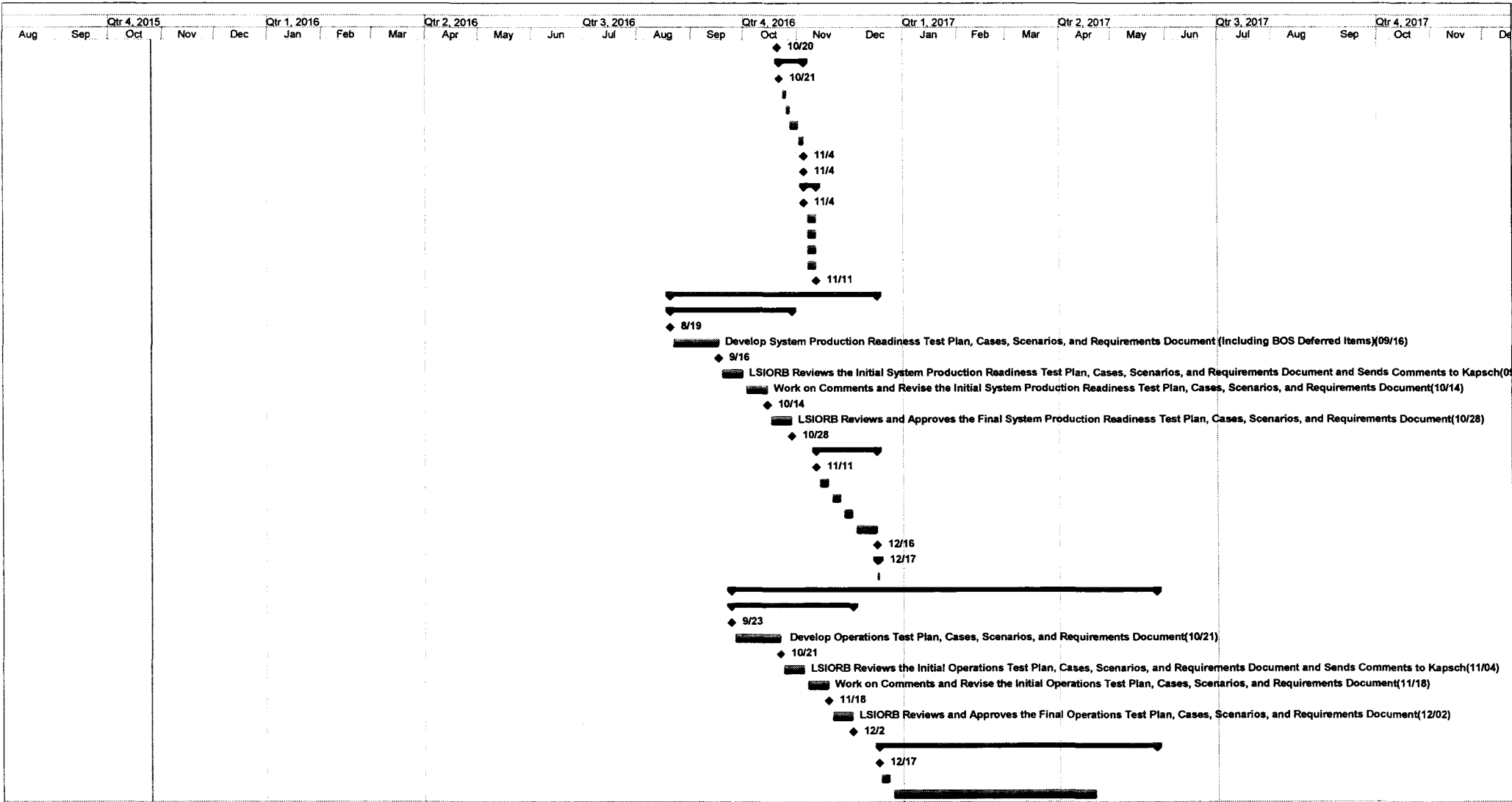


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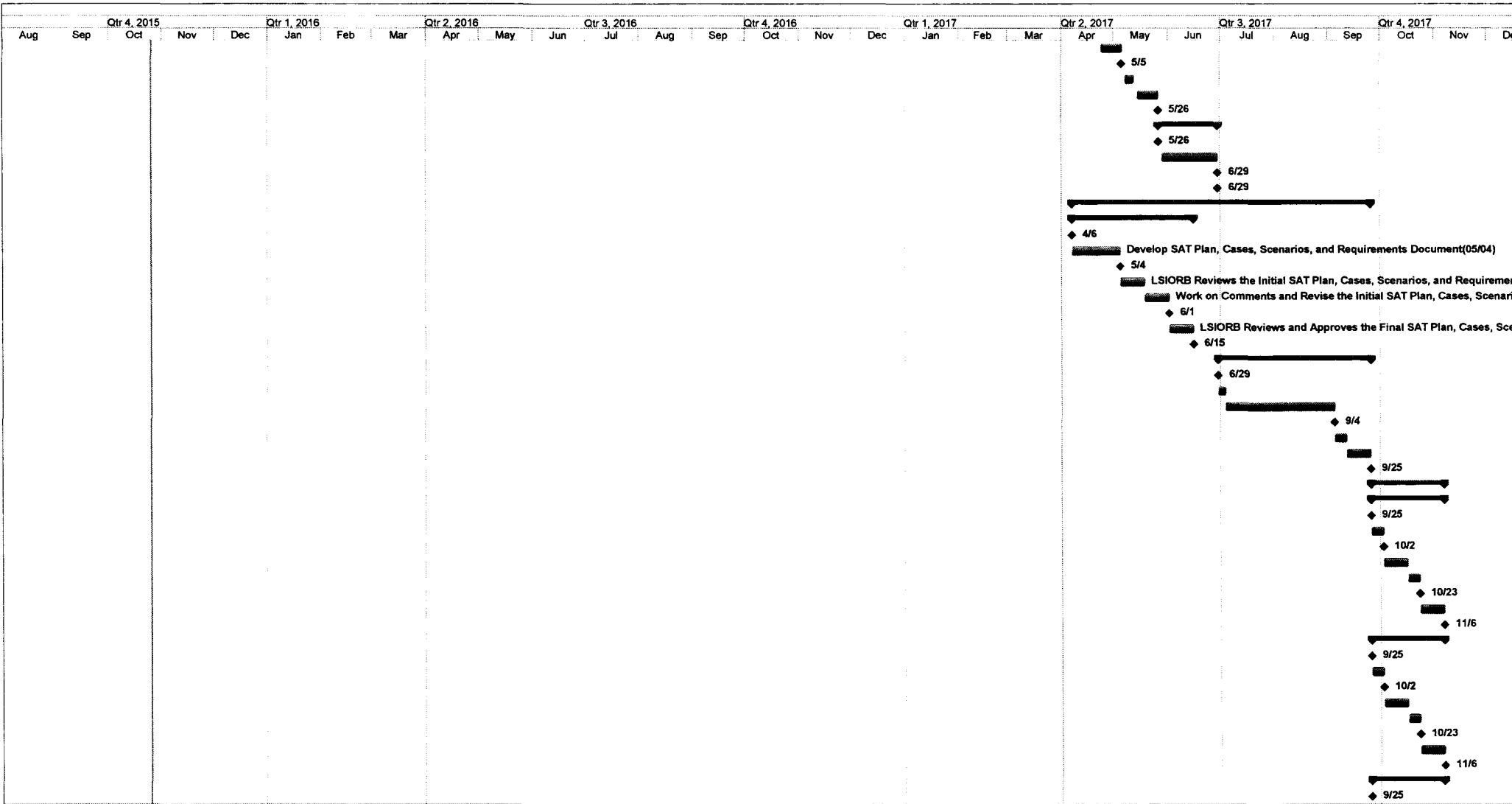






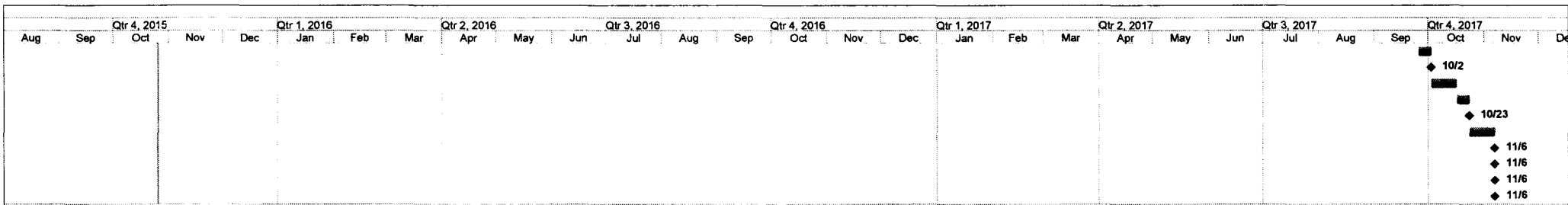
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Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	



Project: LSIORB  
Date: Mon 10/26/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	



Project: LSIORB Date: Mon 10/26/15	Task Split Milestone Summary	Project Summary External Tasks External Milestone Inactive Task	Inactive Milestone Inactive Summary Manual Task Duration-only	Manual Summary Rollup Manual Summary Start-only Finish-only	Critical Critical Split Progress Deadline
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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.

<b>ETC Component</b>	<b>ETC Description</b>	<b>Initial Quantity</b>
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%, 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 15<sup>th</sup> 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 15<sup>th</sup> 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:

\_\_\_\_\_  
Dan Huge, 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 Kapsch TrafficCom IVHS Inc. ("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 XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc. (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of Twelve Million Five Hundred Sixty Seven Thousand Four Hundred Five Dollars (\$12,567,405) 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 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

Principal (full legal name):

**Kapsch TrafficCom IVHS Inc.**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

4350 Brownsboro Road, Suite 110  
Louisville, KY 40207

Contact Name:

Don Hicks, Director of Sales,

Southeastern U.S.

Phone: (502) 893-4532

Surety (full legal name):

**The XL Group, through their writing companies XL Specialty Company, Greenwich Insurance Company and XL Reinsurance America, Inc.**

Address:

300 East Lombard Street  
Suite 1470  
Baltimore, MD 21202

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( )

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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 Kapsch TrafficCom IVHS Inc. ("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 XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc. (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of Twelve Million Five Hundred Sixty Seven Thousand Four Hundred Five Dollars (\$12,567,405) 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 \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

Principal (full legal name):

**Kapsch TrafficCom IVHS Inc.**

Address:

4350 Brownsboro Road, Suite 110  
Louisville, KY 40207

By: \_\_\_\_\_

Contact Name:

Don Hicks, Director of Sales,  
Southeastern U.S.

Phone: (502) 893-4532

Surety (full legal name):

**The XL Group, through their writing  
companies XL Specialty Company,  
Greenwich Insurance Company and XL  
Reinsurance America, Inc.**

Address:

300 East Lombard Street



Suite 1470  
Baltimore, MD 21202

By: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_

By: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_

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 Kapsch TrafficCom IVHS Inc. ("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 Oblige;

**NOW THEREFORE,** We the undersigned Principal and The XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc. (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of Two Million Five Hundred Thirteen Thousand Four Hundred Eighty One Dollars (**\$2,513,481**) 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):

**Kapsch TrafficCom IVHS Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

4350 Brownsboro Road, Suite 110  
Louisville, KY 40207

Contact Name:

Don Hicks, Director of Sales,  
Southeastern U.S.

Phone: (502) 893-4532

Surety (full legal name):

**The XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc.**

Address:

300 East Lombard Street  
Suite 1470  
Baltimore, MD 21202

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

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 Kapsch TrafficCom IVHS Inc. ("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 XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc. (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 \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

Principal (full legal name):

**Kapsch TrafficCom IVHS Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

4350 Brownsboro Road, Suite 110  
Louisville, KY 40207

Contact Name:

Don Hicks, Director Sales,  
Southeastern U.S.

Phone: (502) 893-4532

Surety (full legal name):

**The XL Group, through their writing  
companies XL Specialty Insurance  
Company, Greenwich Insurance**



**Company and XL Reinsurance  
America, Inc.**

Address:

300 East Lombard Street

Suite 1470

Baltimore, MD 21202

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

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 Kapsch TrafficCom IVHS Inc. ("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 XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc. (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 \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

Principal (full legal name):

**Kapsch TrafficCom IVHS Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

4350 Brownsboro Road, Suite 110  
Louisville, KY 40207

Contact Name:

Don Hicks, Director Sales

Southeastern U.S.

Phone: (502) 893-4532

Surety (full legal name):

**The XL Group, through their writing companies XL Specialty Insurance Company, Greenwich Insurance Company and XL Reinsurance America, Inc.**

Address:

300 East Lombard Street

Suite 1470

Baltimore, MD 21202

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

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

The Joint Board and TSP acknowledge and agree that the budget for the WUC build-out attached hereto is a good faith estimate by the parties as of the Effective Date as to the Pass-Through Costs associated with the build-out of the WUC.

To the extent that the aggregate (total) budget set forth on the attached is not sufficient, or is projected to not be sufficient, for all of such increased costs, prior to incurring such costs, TSP shall provide at least 90 days' advance written notice (or as soon as reasonably practicable) to the Joint Board as to the increased costs that will be required and shall provide reasonable supporting data for such increased costs. In addition, to the extent that any line item in the budget set forth on the attached is or may increase by 10% or more, prior to incurring such costs, TSP shall provide at least 30 days' advance written notice (or as soon as reasonably practicable) to the Joint Board as to the increased costs that will be required and shall provide reasonable supporting data for such increased costs and a projection on whether the aggregate (total) budget will remain within the attached aggregate amount (total budget).

In each of the above cases, such increased costs and modification to the WUC build-out budget shall be subject to the Joint Board's written approval, in its good faith discretion.

[Attached.]

## LSIORB CAPEX Passthrough Budget

Description	Building One (1,500 sq.)	Building Two with Warehouse (3,000 sq.)	Remarks:			
<b>PROFESSIONAL SERVICES</b>						
Architecture / Engineering	29,250	58,500	15.00%			
A/E Reimbursable Costs	2,500	5,000	Allowance			
Leed Certification	0	0				
Civil Engineer	0	0				
Civil Engineer Reimbursable Costs	0	0				
Landscape Design	0	0				
Landscape Design Reimbursable Costs	0	0				
Due Dilligence / Inspection / Brokerage Commission	6,000	12,000				
Environmental Report	0	0				
Survey & Utilities	0	0				
Project Management - Incl. Reimbursable Costs	17,500	35,000				
<b>Professional Services Subtotal</b>	<b>55,250</b>	<b>110,500</b>				
<b>PERMITS &amp; FEES</b>						
Impact Fees	0	0				
Building Permit / Inspections	7,500	15,000				
Builder's Risk Insurance	1,218	2,435				
Payment Performance Bond	2,435	4,870	1%			
<b>Fees Subtotal</b>	<b>11,153</b>	<b>22,305</b>				
<b>CONSTRUCTION</b>						
Building Description	PHASE	TYPE	Cost / SF			SF
Base Building	1	N	\$130	195,000		1,500
Shell and Core Retail	1	N	\$130		390,000	3,000
Structured Parking	1	N	\$0	0	0	0
Residential Lofts	1	N	\$0	0	0	0
Parking Garage	1	N	\$0	0	0	0
				0		
<b>Subtotal Buildings</b>				<b>195,000</b>	<b>390,000</b>	<b>4,500</b>
Sitework	PHASE		Cost / Unit			ACRES
Site Development				25,000	50,000	ReSealing, Striping, H/C Parking
<b>Subtotal Site</b>				0	0	
				0		
Landscape & Irrigation				0	0	Allowance
Exterior Signage				9,000	18,000	Allowance
Construction Materials Testing				2,000	4,000	Allowance
Site Lighting				7,500	15,000	Allowance
Hardscape/Site Features				5,000	10,000	Allowance
StreetScape			\$0	0	0	0
						LF

<b>Construction Subtotal</b>	<b>243,500</b>	<b>487,000</b>	
<b>TEMPORARY OPERATIONS</b>			
Temporary Signs, Utilities, Security, Etc.	0	0	
Move-in Cost	0	0	
<b>Temporary Operations/Relocation Subtotal</b>	<b>0</b>	<b>0</b>	
<b>OWNER FURNISHED ITEMS - FURNITURE, FIXTURES &amp; EQUIPMENT</b>			
Furnishings Package	17,500	35,000	
Currency Safe (In closet / In wall)	4,000	8,000	
IT Infrastructure	5,000	10,000	
Security System	5,000	10,000	
Telecommunication System	2,500	5,000	
Marketing / Branding / Common Themeing	25,000	50,000	Allowance
Common Area Appointments	6,000	12,000	Allowance
Interior Signage	2,500	5,000	Allowance
<b>Furniture, Fixtures &amp; Equipment Subtotal</b>	<b>67,500</b>	<b>135,000</b>	
<b>SUBTOTAL</b>	<b>377,403</b>	<b>754,805</b>	
<b>Project Contingency</b>	<b>7%</b>	<b>26,418</b>	<b>52,836</b>
<b>Two site build-out</b>	<b>403,821</b>	<b>807,641</b>	
	<b>1,211,462</b>		
<b>MOBILE RETAIL TRUCK</b>			
Used Food Truck		50,000	
Paint, branding, customization		12,000	
IT Infrastructure		15,000	
Walk-in, screens, chairs etc.			
Project Management Time		4,800	
<b>Total</b>		<b>81,800</b>	



EXHIBIT V

LIST OF REIMBURSABLE MAJOR SPARE PARTS

See Exhibit C, Form G-17

## EXHIBIT W

### INITIAL OPERATING BUDGET

The Joint Board and TSP acknowledge and agree that the Initial Operating Budget attached hereto is a good faith estimate by the parties as of the Effective Date as to the Pass-Through Costs associated with the period from Notice to Proceed through the end of Fiscal Year 2016.

To the extent that the aggregate (total) Initial Operating Budget set forth on the attached is not sufficient, or is projected to not be sufficient, for all of such increased costs, prior to incurring such costs, TSP shall provide at least 90 days' advance written notice (or as soon as reasonably practicable) to the Joint Board as to the increased costs that will be required and shall provide reasonable supporting data for such increased costs. In addition, to the extent that any line item in the Initial Operating Budget set forth on the attached is or may increase by 10% or more, prior to incurring such costs, TSP shall provide at least 30 days' advance written notice (or as soon as reasonably practicable) to the Joint Board as to the increased costs that will be required and shall provide reasonable supporting data for such increased costs and a projection on whether the aggregate (total) Initial Operating Budget will remain within the attached aggregate amount (total budget).

In each of the above cases, such increased costs and modification to the Initial Operating Budget shall be subject to the Joint Board's written approval, in its good faith discretion.

[Attached.]

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

**LSIORB Operating Expense Passthrough Budget**

<b>Retail Site One</b>	<b>Year 1</b>	<b>Notes</b>
Employee Cost	\$ -	
Rent	\$ 22,500	
Annual Water, Sewer Trash	\$ 2,000	
Janitorial	\$ -	
Communication Cost to Space - Internal and External	\$ 1,200	
Cable/Satellite/Phone	\$ 1,500	
Security	\$ 2,500	
Armored Car	\$ 7,200	
Other Services - Coffee, Water, Pest Control, Etc	\$ 2,400	
Marketing Materials	\$ 5,000	
<b>Subtotal Retail Site One Opex</b>	<b>\$ 44,300</b>	
<b>Retail Site Two with Warehouse</b>		
Employee Cost	\$ -	
Rent	\$ 22,500	
Annual Water, Sewer Trash	\$ 2,000	
Janitorial	\$ -	
Communication Cost to Space - Internal and External	\$ 1,200	
Cable/Satellite/Phone	\$ 1,500	
Security	\$ 2,500	
Armored Car	\$ 7,200	
Other Services - Coffee, Water, Pest Control, Etc	\$ 2,400	
Marketing Materials	\$ 5,000	
<b>Subtotal Retail Site One Opex</b>	<b>\$ 44,300</b>	
<b>Mobile Retail Truck</b>		
Employee Cost	\$ 8,280	
Vehicle Costs	\$ 14,268	
IT Costs	\$ 8,220	
<b>Subtotal Mobile Retail Truck</b>	<b>\$ 30,768</b>	
<b>Network and Power</b>		
Network connectivity costs	\$ 96,000	
Toll site power costs	\$ 207,360	
<b>Subtotal Network and Power</b>	<b>\$ 303,360</b>	
<b>Other Reimbursables</b>		
Retail Packaging	\$ -	
Postage - Retail Package New Accounts	\$ 66,885	
Postage - Customer Communication	\$ 231,902	

Printing	\$ 771,674
Credit Card Fees	\$ 382,500
Bank Fees	\$ 10,000
<b>Subtotal Other Reimbursables</b>	<b>\$ 1,462,961</b>
<b>Contingency (25%)</b>	<b>\$ 471,422</b>
<b>Total Passthrough Budget</b>	<b>\$ 2,357,112</b>

## LSIORB Operating Expense Passthrough Assumptions

Operating Expenses	Inflation	Notes
	3.0%	
<b>Retail Site One</b>	<b>Year 1</b>	
Manager	0.50	
Auditor	1.00	Physical inventory, log checks, trend analysis
Store Customer Rep	1.00	Confirm hours of coverage
Monthly Hours Manager	184.00	
Monthly Auditor Hours	5.00	
Monthly Hours Customer Rep	184.00	
Manager Rate	\$ -	
Auditor Rate	\$ -	
Store Customer Rep Rate	\$ -	
Benefits	0%	
Total Retail Space (sq. feet)	1,500	
Cost per Square Foot	\$ 15.00	Assumes CAM included
Annual Water, Sewer Trash	\$ 2,000	
Cost per cleaning	\$ -	Included in rent
Number of days to clean	-	Included in rent
Communication Cost to Space - Internal and External	\$ 1,200	\$100/month cable/dsl
Cable/Satellite/Phone	\$ 1,500	\$125/month cable/dsl
Security	\$ 2,500	
Armored Car Visits Month	8.00	
Armored Car Cost per visit	\$ 75	
Other Services - Coffee, Water, Pest Control, Etc	\$ 2,400	
Marketing Materials	\$ 5,000	Assumes creative under PR contract - printing only
<b>Retail Site Two with Warehouse</b>	<b>Year 1</b>	<b>Notes</b>
Manager	0.50	
Auditor	1.00	Physical inventory, log checks, trend analysis
Warehouse Manager	1.00	
Store Customer Rep	1.00	
Monthly Hours Manager	200.00	
Monthly Hours Auditor	5.00	
Monthly Hours Warehouse Manager	160.00	
Monthly Hours Customer Rep	184.00	
Manager Rate	\$ -	
Auditor Rate	\$ -	
Warehouse Manager Rate	\$ -	
Store Customer Rep Rate	\$ -	
Benefits	0%	
Total Retail Space (sq. feet)	3,000	
Cost per Square Foot	\$ 13.00	Assumes CAM included
Annual Water, Sewer Trash	\$ 2,000	
Cost per cleaning	\$ -	Included in rent
Number of days to clean	-	Included in rent
Communication Cost to Space - Internal and External	\$ 1,200	\$100/month cable/dsl

Cable/Satellite/Phone	\$ 1,500	\$125/month cable/dsl
Security	\$ 2,500	
Armored Car Visits Month	8.00	
Armored Car Cost per visit	\$ 75	
Other Services - Coffee, Water, Pest Control, Etc	\$ 2,400	
Marketing Materials	\$ 5,000	Assumes creative under PR contract - printing only

**Mobile Retail**

	Inflation Year 1	Notes
Driver(s)	1.00	
Monthly Driver Hours	40.00	
Driver Hourly Rate	\$ 15.00	
Benefits	15.0%	
Miles Driven	12,500.00	
Miles per gallon	7.00	
Per gallon cost	\$ 4.00	
Maintenance Cost per mile	\$ 0.25	
Insurance and Registration	\$ 4,000.00	
Wireless connectivity	\$ 2,500.00	
Monthly IT Hours	5.00	
IT Hourly Rate	\$ 137	

**Network Reimbursables**

	Inflation Year 1	Notes
Local Data Center Costs for Floor Space and Hosting Connection from Equipment Cabinet to Local Data Center	\$ 96,000	Not applicable \$2k each, at both Toll Pads for total of \$8k per month
Internet Connection from Data Center to BOS, Retail, Remote Locations		Included in retail sites

**Other Reimbursables**

	Inflation Year 1	Notes
Revenue	\$15,000,000	Steer Davies Gleave - August 2013 (Year 1 KTC est.)
% Credit Card	85%	
Average Settlement Rates	3.00%	<a href="http://credit-card-processing.findthebest.com/">http://credit-card-processing.findthebest.com/</a>
Transaction Fee	\$ -	Assume zero with volume and one gateway
Monthly Fee	\$ -	Assume zero based upon volume
Other Banking Fees (wires, bank charges etc.)	\$ 10,000	

**Postage and Printing**

	Inflation Year 1	Notes
New Accounts	168,350	
Active Accounts as a % of cumulative new	95%	
Active Accounts Cumulative	159,933	
Active Customer Statements (Mailed)	20%	Majority email
Number of Paper Statement	383,838	
Average pieces of paper per statement	2	
Number of Other Correspondences (per active)	0.5	Drive correspondence to email other social media



Other Correspondences	79,966
Average pieces of paper per correspondence	1
Printing cost (per page)	\$ 0.05
Percent of New Accounts Requiring Tag Mailing	15%
Postage Paper Correspondence	\$ 0.50
Postage TDM Retail Packages	\$ 1.50
Postage 6C Retail Packages	\$ 0.75
Inflation Postage	8%

	<b>Inflation</b>	
	<b>Year 1</b>	<b>Notes</b>
<b>Retail Packaging</b>		
Number of TDM Transponders	13,650	
Number of 6C Tags	154,700	

	<b>Inflation</b>	
	<b>Year 1</b>	<b>Notes</b>
<b>Roadside Power Costs</b>		
Number of Tolling Sites	4	
KHW per hour per site per month	60	
Monthly hours	720	
Cost per KHW	\$ 0.100	

<b>Contingency</b>	25%
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EXHIBIT X

DESIGNATION OF AUTHORIZED REPRESENTATIVES

**Joint Board Authorized Representatives (acting together):**

Clint Murphy

David Talley

**TSP Authorized Representatives**

Christopher F. Murray,  
Chief Executive Officer and President

Michael Hofer  
Chief Financial Officer

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 in accordance with their respective Subcontracts with the TSP;
- 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 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 Kapsch TrafficCom AG ("Guarantor"), an Austrian joint-stock company, in favor of the Indiana Finance Authority, on behalf of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board").

WHEREAS, Kapsch TrafficCom IVHS Inc., a Delaware corporation, 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 indefeasible 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: Director of Capital Projects and Planning  
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](mailto: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](mailto:Michael.hancock@ky.gov)

If to Guarantor:

Kapsch TrafficCom AG  
AM Europlatz 2  
1120 Vienna Wien  
Austria  
Attn: Dr. Ulrike Klemm Pottinger, Director Finance  
Telephone: +43 50 811-2800  
Fax: +43 50 811-2109  
Email: [Ulrike.Klemm-Pottinger@kapsch.net](mailto:Ulrike.Klemm-Pottinger@kapsch.net)

With a copy to:

Dr. Johann Bohn  
Executive Legal Expert  
Kapsch TrafficCom AG  
AM Europlatz 2  
1120 Vienna Wien  
Austria  
Telephone: +43 50 811-2800  
Fax: +43 50 811-2109  
Email: [Johann.Bohn@kapsch.net](mailto:Johann.Bohn@kapsch.net)

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 joint-stock company duly organized, validly existing, and in good standing under the laws of the political community of Vienna, Austria.
- (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 Guaranteed 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.

**KAPSCH TRAFFICCOM AG,  
an Austrian joint-stock company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_