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

TOLL SERVICES AGREEMENT

EXHIBITS

Indiana Finance Authority

One North Capital Avenue, Suite 900
Indianapolis, Indiana 46204

TABLE OF CONTENTS

Exhibits to Toll Services Agreement

EXHIBIT A	Abbreviations and Definitions
EXHIBIT B	Responsibilities Matrix
EXHIBIT C	Price Sheets
EXHIBIT D	TSP's Commitments and Clarifications
EXHIBIT E	LSIORB Downtown Crossing Equipment Lanes
EXHIBIT F	Federal Requirements
EXHIBIT G	Form of Software Source Code Escrow Agreement
EXHIBIT H	Pass-Through Cost Items
EXHIBIT I	[Intentionally Not Used.]
EXHIBIT J	Approved Project Schedule
EXHIBIT K	[Intentionally Not Used.]
EXHIBIT L	Joint-Board-Provided Equipment Supplied by ETC Contractor(s)
EXHIBIT M	[Intentionally Not Used.]
EXHIBIT N	Performance Liquidated Damages
EXHIBIT O	Custody and Revenue Control Agreement
EXHIBIT P	Form of Performance Bond
EXHIBIT Q	Form of Payment Bond
EXHIBIT R	Form of Warranty Bond
EXHIBIT S-1	Form of Maintenance Performance Bond
EXHIBIT S-2	Form of Maintenance Payment Bond
EXHIBIT T	[Intentionally Not Used.]

EXHIBIT U Budget for Walk-Up Centers Build-Out

EXHIBIT V List of Reimbursable Major Spare Parts

EXHIBIT W Initial Operating Budget

EXHIBIT X Designation of Authorized Representatives

EXHIBIT Y Form of Invoice Certification

EXHIBIT Z Form of Guaranty

EXHIBIT AA Pre-existing COTS and TSP-Developed Software List

EXHIBIT BB Custom Software List

EXHIBIT CC Payment Milestones

EXHIBIT A

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in this Contract, they shall have the meanings set forth below:

ADT	Average Daily Traffic
AET	All Electronic Tolling
ALPR	Automatic License Plate Reader
AMADTT	Actual Measured Average Daily Traffic Transactions
AVC	Automatic Vehicle Classification
AVI	Automatic Vehicle Identification
BOS	Back Office System
CD ROM	Compact Disc Read Only Memory
CFR	Code of Federal Regulations
CMS	Changeable Message Sign
CP	Contract Price
CSC	Customer Service Center
CSR	Customer Service Representative
DBE	Disadvantaged Business Enterprise
DBMS	Data Base Management System
DMV	Department of Motor Vehicles
DVR	Digital Video Recorder
ERS	Enterprise Commercial Reporting System
ETC	Electronic Toll Collection
ETL	Extract Transfer Load
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FIFO	First in First Out
FONSI	Finding of No Significant Impact
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
IAG	E-ZPass InterAgency Group
ICD	Interface Control Document
IFA	Indiana Finance Authority
INDOT	Indiana Department of Transportation
ITP	Instructions to Proposers

IVR	Interactive Voice Response
KPI	Key Performance Indicator
KPTIA	Kentucky Public Transportation Infrastructure Authority
KYTC	Kentucky Transportation Cabinet
LAN	Local Area Network
LED	Light Emitting Diode
LPN	License Plate Number
LPR	License Plate Recognition
MAP-21	Moving Ahead for Progress in the 21st Century Act
MOMS	Maintenance On-Line Management System
MOT	Maintenance of Traffic
MSP	Maintenance and Support Plan
MTBF	Mean time between failure
MTP	Master Testing and Commissioning Plan
MTTR	Mean time to repair
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NIets	National Law Enforcement Telecommunications System
NTP	Notice to Proceed
OCR	Optical Character Recognition
OSHA	Occupational Safety and Health Administration
PCI DSS	PCI Data Security Standard
PCO	Potential Change Order
PII	Personally Identifiable Information
PPA	Public Private Agreement
PS	Price Sheet
QA/QC	Quality Assurance/Quality Control
QMP	Quality Management Plan
RFID	Radio Frequency Identification
RFP	Request for Proposals
ROD	Record of Decision
ROW	Right-of-Way
RS	Roadside System
RV	Registered Video
RVA	Registered Video Account
SLA	Service Level Agreement
SMS	Short Message Service
TCS	Toll Collection System

TED	Kentucky Transportation Cabinet's Enterprise Database
TMC	Traffic Management Center
TOC	Toll Operations Center
TR	Technical Requirements
TRIMARC	Traffic Response and Incident Management Assisting the River Cities
TSP	Toll System Provider
UPS	Uninterruptible Power Supply
USDOT	United States Department of Transportation
US GAAP	United States Generally Accepted Accounting Practices
UV	Unregistered Video
VES	Violation Enforcement System
VPN	Virtual Private Network
VPS	Violation Processing Services
WAN	Wide Area Network
WUC	Walk-Up Center

129 Agreement means the agreement required pursuant to 23 U.S.C. 129, entered into between the States and FHWA on July 30, 2012.

Acceleration Costs means those fully documented increased costs reasonably incurred by TSP (that is, costs over and above what TSP would otherwise have incurred) which are directly and solely attributable to increasing the rate at which the work is performed in an attempt to complete necessary elements of the work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision and any unexpected material, equipment or crew movement necessary for re-sequencing in connection with acceleration efforts and/or a Recovery Plan.

Access Control System means a control system that restricts access to designated facilities of the TCS.

Actual Knowledge means and shall be strictly limited to facts and information actually known to and present in the mind of TSP's or the Joint Board's Authorized Representative, as the case may be, after due consultation with other personnel of such party directly involved with the Work, the Toll Facilities or the Project, as applicable.

Actual Measured Average Daily Traffic Transactions means the total number of Traffic Transactions occurring on all of the Bridges, collectively, over a 365 day consecutive period, divided by 365.

Affiliate means: (1) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, TSP or any

Equity Member, and (2) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by TSP, any Equity Member or any Affiliate of TSP under clause (1) of this definition. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

All Electronic Tolling System (AET) means the identification and processing of all vehicles and tolls in an open road environment through electronic means either through the use of an RFID Transponder or an electronic camera image of the license plate or a combination of those modes.

Approval Process means the process set forth in Section 3 of this Agreement for Joint Board review and approval of Toll System Provider's submittals of System Documentation.

As-Built System Documentation means documents required to be prepared by TSP and delivered to the Joint Board pursuant to the Technical Requirements that constitute a complete and accurate record of the TCS as delivered, installed, configured, tested and approved for operation.

Authorized Representative means the individuals authorized to make decisions and bind the parties on matters relating to the Contract Documents pursuant to Exhibit X to this Contract.

Automatic Vehicle Classification (AVC) means the process for automatic vehicle detection, separation, and classification of vehicles used for the determination of tolls due.

Back Office Installation Plan means the approved Plan required pursuant to TR Item TP-005.

Back Office System (BOS) means the portion of the TCS that includes the Back Office Host, database, CSC and VPS. The Back Office Host controls all aspects of the TSP with respect to the back office and is configurable and flexible to accommodate additional facilities and different functionalities.

Back Office System (BOS) Host means the Hardware, Software and systems used to process Traffic Transactions, Financial Transactions, CSC, TOC and any transaction database and applications.

Back Office System (BOS) Hosting Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the Back Office System (BOS) Hosting Work (excluding actual direct Pass-Through Cost Items).

Back Office System (BOS) IT Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the Back Office System (BOS) Operations and Maintenance Work.

Back Office System (BOS) IT Operations and Maintenance Work means the work that TSP shall perform pursuant to TR Section OM.

Back Office System (BOS) Plan means the approved Plan required pursuant to TR Item TP-002.

Back Office System (BOS) Work means the work that TSP shall perform pursuant to TR Section BO.

Baseline Test means a test meeting all the requirements for a "Baseline Test" specified in TR Section TP-020.

BOS Production Readiness Test means a test meeting all the requirements for a "BOS Production Readiness Test" specified TR Section TP-022.

Breach of Standards of Performance Notice means a written notice given by the Joint Board to the TSP pursuant to Section 11.2 of the Contract.

Bridge or Bridges means any one or more of the East End Bridge, the New Downtown Bridge or the Kennedy Bridge.

Bridges Authority means the Louisville and Southern Indiana Bridges Authority and/or any successor entity.

Budget means the annual budget for Pass-Through Cost Items agreed to by the Parties pursuant to the process set forth in Section 12.13 of the Contract.

Business Critical System means any Hardware, Software, operations or other element of the system that causes loss of business efficiency resulting in failure to meet non-revenue related Performance Requirements.

Business Rules means the set of rules that details how the TSP shall respond to various operating situations that occur during the toll collection process based on business case and policy decisions and the treatment of those transactions throughout the account maintenance, invoice, collection and violation and enforcement phases.

CCTV System(s) means closed circuit television system used to monitor the security of facilities within the TCS.

Certificate of End of Operations and Maintenance Term Acceptance means the Joint Board certificate issued pursuant to Section 4.13.2 of the Contract.

Change Directive means a written direction signed by the Joint Board directing a change in the Work that complies with the requirements of Section 13.2.

Change in Law means the enactment, adoption, modification, repeal or other change in any Law that occurs after the issuance of the NTP, including any change in the judicial or administrative interpretation of any Law, or adoption of any new Law, which is materially inconsistent with Laws in effect on the NTP issuance date, but excluding any such change in or new Law which was passed or adopted but not yet effective as of the NTP issuance date.

Change Order means a written order issued by the Joint Board to TSP delineating changes in the requirements of the Contract Documents in accordance with Section 13 of the Contract and establishing, if appropriate, an adjustment to the Contract Price or a Completion Deadline.

Change Order Notification Process means the procedural requirements set forth in Section 13 of the Contract.

Claim means a separate demand by TSP, which is disputed by the Joint Board, for a time extension under the Contract, or payment of money or damages arising from work done by or on behalf of TSP in connection with the Contract.

Code Escrow Agent means the escrow company that the Joint Board designates to hold the Source Code Escrow.

Collection Status Violation means a violation that has not been paid by the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules, and with respect to which a DMV registration hold has not yet been placed with respect to the vehicle used in connection with the violation.

Collection Status Violation Fee means the compensation paid to TSP with respect to Collection Status Violation Revenues collected during the Collection Status Violation Period as provided in Section 12.5.1 of the Agreement.

Collection Status Violation Period means, with respect to an unpaid violation, a 90 day period commencing on the day after the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules.

Collection Status Violation Revenues means tolls, fees and fines paid by the customer and collected by TSP and paid to the Joint Board with respect to Collection Status Violations during the relevant Collection Status Violation Period.

Commercial Off-the-Shelf (COTS) means commercially available off-the-shelf hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use that is supplied by the TSP as part of the TCS.

Commonwealth means the Commonwealth of Kentucky.

Completion Deadline(s) means and refer to one or more of the following deadlines for TSP to complete a portion of the Work: the Pre-Toll Operations Readiness Deadline; the Mobilization Readiness Deadline; the East-End Bridge Tolling Readiness Deadline, the Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline and the Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline.

Components means all Spare Parts (including consumables), other than Major Spare Parts, that are required for the continuous operation and maintenance of the TCS in accordance with the Contract Documents during the Term.

Configurable means, with respect to the approved Business Rules or any other aspect of the TCS, that TSP may change the relevant rule or aspect of the TCS without material modification of Software code.

Configuration and Change Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-018.

Configuration Work means all Work required to prepare the complete set of System Documentation.

Contract means the Toll Services Agreement made and entered into the _____ day of _____, 2015, between the IFA, on behalf of the Joint Board, and the TSP, including all Contract Documents. The Toll Services Agreement is sometimes referred to in the Contract Documents as the "Agreement".

Contract Documents means the Agreement, including all exhibits, and the other documents listed in Section 1.2 of the Contract, including all amendments to the foregoing, and all Change Orders and Change Directives issued.

Contract Price means the Total Toll Collection System Capital, Maintenance and Operations Price specified on Form G-1 "Contract Price-Total Toll Collection System Capital and Operations and Maintenance Price," Item Number CP-0017 of the Price Sheets included in Exhibit C. It is the fixed price that the Joint Board shall pay to the TSP to complete the Project, including the Contract Price Components.

Contract Price Components means the Total Toll Collection System Capital Price, and the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), as specified on Form G-1 of Exhibit C.

Contract Time means the time specified in the Contract Documents for completion of the Work. This time may be specified as a fixed date, a given number of days, or a combination of both. The Contract Time may be amended by mutual written agreement to include authorized extensions of time as the Contract requires.

Correspondence means any and all information in written or electronic copy sent to and from the CSC.

Costs means costs which are incurred or expended, reported and documented by Contractor in accordance with generally accepted accounting principles, to the extent applicable, to perform the Work in accordance with the Contract Documents, excluding:

(a) Unrealized losses;

(b) Costs of criminal proceedings if the result is a conviction;

(c) Executive compensation and gifts, gratuities and entertainment to the extent the same would not be deductible from Contractor's adjusted gross income (assuming Contractor were a stand-alone for-profit corporation) under the Internal Revenue Code;

(d) Legal penalties or fines assessed under applicable Laws, except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;

(e) Default rates of interest;

(f) Interest charges and penalties for late payment;

(g) Prepayment premiums and penalties, except to the extent the prepayment results in lower subsequent costs determined on a net present value basis;

(h) Travel costs that would not be allowable under 48 CFR 31.205-46(d), if it were applicable;

(i) Training costs that would not be allowable under 48 CFR 31.205-44, if it were applicable;

(j) Trade, business, technical and professional activity costs that would not be allowable under 48 CFR 31.205-43, if it were applicable;

(k) Fines and penalties, including late penalties on taxes, as defined under 48 CFR 31.205-15, if it were applicable except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;

(l) Losses on other contracts as defined under 48 CFR 31.205-23, if it were applicable;

(m) Independent research and development costs except to the extent that such costs are incurred for the benefit of the Toll Facilities or are otherwise approved by the Joint Board in writing;

(n) Excessive contributions or donations under 48 CFR 31.205-8, if it were applicable;

(o) Compensation incidental to business acquisitions as defined under 48 CFR 31.205-6(l), if it were applicable;

(p) Employee Stock Ownership Plan (ESOP) costs to the extent disallowed under 48 CFR 31-205-6(j)(8), if it were applicable;

(q) Unreasonable post-retirement benefits other than pensions as defined under 48 CFR 31.205-6(o), if it were applicable;

(r) Employee rebate and purchase discount plans as defined under 48 CFR 31.205-6(n), if it were applicable;

(s) Unallowable public relations and advertising costs as defined under 48 CFR 31.205-1(f)(3) and 48 CFR 31.205-1(f)(4)(i), if it were applicable;

(t) Unallowable lobbying and political activity costs under 48 CFR 31.205-22(1), (2) and (6), if it were applicable;

(u) Costs which are more than the costs for similar goods and services set forth in generally available commercial list prices, taking into account reasonable seasonal variations; and

(v) Costs which are not justifiable by life cycle analysis, accelerated delivery or accelerated completion of goods or services (as used herein "life cycle analysis" means an analysis indicating that costs relating to the construction, installation, modification, maintenance or provision of services, parts, supplies, equipment or materials to the Toll Facilities or any or all parts or components thereof which are higher than the cost of functionally equivalent construction, installation, modification, maintenance service, part, supply, equipment or material are justified because such increased cost will result in a lowering of costs to be incurred in the future equal to or greater than the difference between the cost incurred and the cost of its functional equivalent; such analyses being typically performed using a net present value methodology).

Critical Path means each critical path on the Project Schedule, which ends on a Completion Deadline (i.e. the term shall apply only following consumption of all available Float in the schedule for such Completion Deadline).

Critical Path Method (CPM) means a method for scheduling the work where all major components of the work are laid out in a diagram to show the proper sequencing of tasks and the necessary time required for each task, showing which tasks are critical to each other.

CSC Pre-Toll Operations Work means the Work that the TSP is required to perform to operate the CSC during the Pre-Toll Operations Period.

CSC Pre-Tolling Operations Commencement means the point at which TSP starts to conduct the CSC Pre-Toll Operations Work.

Custodian means the party identified as the Custodian in the Custody and Revenue Control Agreement.

Custodian Account(s) means the accounts established by the Custodian pursuant to the Custody and Revenue Control Agreement to receive deposit of all Gross Revenues collected by TSP.

Custody and Revenue Control Agreement means the Agreement among the IFA, KPTIA, the Custodian, the Revenue Control Manager and the TSP, pursuant to which the Custodian will establish and maintain the Custodian Accounts.

Custom Software has the meaning set forth in Section 20.5(a) of the Contract.

Customer Service Center (CSC) means the facility that houses the equipment, Software, and personnel required to establish, manage, and maintain customer accounts; provide customer service; process Registered Video and Unregistered Video Transactions and license plate images, and prepare Customer Statements for toll bills and violation enforcement in accordance with the Tolling Body's business policies and procedures. Also, the location that houses the integrated system that contains infrastructure equipment, Software, and services required to manage customer accounts, process toll payments, obtain correct account name and address information, and prepare billing and invoicing for payment processing. The CSC is used generically to designate full account management services provided by the TSP.

Customer Service Center (CSC) Operations and Maintenance Price means the fixed price total compensation that the Joint Board shall pay TSP for the Customer Service Center Operations and Maintenance Work (excluding actual, direct Pass-Through Item Expenses).

Customer Service Center (CSC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM and CS.

Customer Statements means all invoices, violation notices or other billing and collections related documents sent to customers.

Customer Website means the website used for customers to open accounts, update account information, make violation payments and obtain information about the Project that is available to customers from a standard internet commercial browser including access from a smart phone, and includes any mobile applications if provided by the Toll System Provider.

Data Mart means a separate copy of all TCS transaction, account and event data to be used by the States' Parties.

Day or day means calendar days unless otherwise expressly specified.

DB Contract means the agreement between KYTC and the DB Contractor for design and construction of the Downtown Crossing Bridge and reconstruction of the Kennedy Bridge.

DB Contractor means Walsh Construction Co., as design-builder of the Downtown Crossing, including its successors and assigns.

Delay Liquidated Damages means the amount(s) that TSP is required to pay to the Joint Board for delay in meeting certain TCS Deadlines pursuant to Section 4.12 of the Contract.

Deliverable means all requirements for work products, end products and other items, elements and submissions specified in the RFP and that the TSP is required to prepare and submit to the Joint Board for its concurrence and/or acceptance as specified in the TR.

Delivery Phase means the period of time from NTP until Revenue Service for each Bridge.

Derby Festival Thunder Over Louisville means the downtown celebration of the beginning of activities associated with the annual Kentucky Derby.

Developed Intellectual Property has the meaning set forth in Section 20.5 of the Contract.

Developer means WVB East End Partners, LLC, as the developer of the East End Crossing, including its successors and assigns.

Development Agreement means the agreement among INDOT, IFA, KYTC, KPTIA, and the Louisville and Southern Indiana Bridges Authority effective as of October 16, 2012, which defines the roles and responsibilities for procurement, revenue sharing, financing, construction, tolling, operation, and maintenance of the Project under a single financial plan and Project Management Plan.

Deviations means any change, deviation, modification or alteration from the requirements of the Contract Documents, applicable Law and the Governmental Approvals.

Differing Site Condition means physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in this Contract. The term shall specifically exclude all such conditions of which TSP had actual or constructive

knowledge as of the Proposal Date. The foregoing definition specifically excludes (a) changes in surface topography; (b) variations in subsurface moisture content; (c) Utility facilities; (d) Hazardous Materials, including contaminated groundwater; and (e) any conditions which constitute or are caused by a Force Majeure Event.

Disaster Recovery System Plan means Plan to sustain operations and revenue collection of the system in case of a failure of a device or component of the TCS.

Division of Motor Vehicles (DMV) means the agencies in Indiana and Kentucky that provide vehicle registration information for UV Transactions and support the implementation of penalties against toll violators. In Kentucky, the agency that functions in this manner is referred to as the Department of Vehicle Regulation and in Indiana, the agency that functions in this manner is referred to as the Bureau of Motor Vehicles.

Downtown Bridges means both the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration means the end condition of the completed Downtown Crossing, with traffic flow in one direction only on each of the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Final Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(c) of the Contract.

Downtown Bridges Temporary Traffic Configuration means the traffic configuration of the Downtown Bridges as it exists at the time the East End Bridge is open to traffic. By way of clarification, it is anticipated that if the New Downtown Bridge is open to traffic on or before the date the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall be the condition when the New Downtown Bridge is open to bi-directional traffic and, if required in KYTC's sole discretion, the Kennedy Bridge is open to one lane of southbound traffic. If the New Downtown Bridge is not open to traffic on or before the date that the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall refer to whatever lanes of the Downtown Bridges are open to traffic from time to time until the Downtown Bridges are in the Downtown Bridges Final Traffic Configuration.

Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(b) of the Contract.

Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date means, with respect to each of the Kennedy Bridge and the New Downtown Bridge respectively, the date on which the DB Contractor has completed design and installation of all roadway infrastructure elements of the relevant Bridge that are DB Contractor's responsibility, including civil work and utilities, to a sufficient level of

completion that will enable the TSP to complete its installation, integration and testing Work to the point necessary to achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness. The support elements to be provided by the DB Contractor as a condition to the Downtown Bridges Temporary Traffic Configuration Turnover Date for each of the Kennedy Bridge and the New Downtown Bridge include the following elements for each such Bridge:

• Tolling gantries to cover both directions of traffic in the area that is identified in the yellow highlighted section on the location drawing in the Reference Information Documents for the relevant Bridge.

• Concrete foundation slab and cabinet for the control cabinet that shall be located near the tolling gantries.

• Conduits under the roadway at each of the Toll Zones in order for the TSP to connect its equipment between the two gantries at each Project Site.

• Fiber optic stub points/junction boxes at each of the Toll Zone sites, at each location where equipment shall be installed by TSP, and to the TOC building that requires connection to the fiber backbone.

• Commercial power to all of the Toll Zones, other TCS equipment locations.

• Static signs and footings.

• Site grading, drainage, pavement, and utilities to accommodate the on-site TOC building which shall be designed and installed by TSP.

Downtown Crossing means the construction, reconstruction, operation and maintenance of both bridges being constructed/reconstructed by the Kentucky design-build team to carry I-65 traffic, consisting of the Kennedy Bridge and the New Downtown Bridge.

East End Crossing means the construction, operation, and maintenance of a new bridge to connect the Gene Snyder Freeway in Kentucky to the Lee Hamilton Highway in Indiana, completing I-265's loop around the Louisville-Southern Indiana metropolitan area.

East End Bridge means the bridge resulting from the developed East End Crossing project.

East End Bridge Tolling Infrastructure Turnover Date means the date the Developer is required pursuant to the Development Agreement to make the East End Bridge tolling infrastructure available to the Toll Services Provider for the Installation Work.

East End Bridge Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Tolling Readiness for the East End Bridge, in accordance with Section 4.9.2 of the Contract.

Effective Date means the date of this Contract or such other date as shall be mutually agreed upon in writing by the Joint Board and TSP.

Eligible Surety means a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's) or rated at least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

End of Contract Transition Plan means the Plan to be provided by the TSP which details the steps necessary to seamlessly transfer toll operations for the Project to another Joint Board contractor at the end of the Term without disruption in toll operations or degradation of performance.

End of Operations and Maintenance Term Acceptance means the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 4.13 of the Contract.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of any portion of the Project.

Environmental Law means any Law that regulates or governs the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, including: (1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, *et seq*.); (2) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq*.); (3) the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq*.); (4) the Toxic Substances Control Act (15 U.S.C. §§ 2601, *et seq*.); (5) the Clean Water Act (33 U.S.C. §§ 1251, *et seq*.); (6) the Clean Air Act (42 U.S.C. §§ 7401, *et seq*.); (7) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001, *et seq*.); (8) the Oil Pollution Act (33 U.S.C. §§ 2701, *et seq*.). With respect to work in the Commonwealth of Kentucky, the term Environmental Law shall also mean and include all applicable Kentucky laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, and with respect to Work in the State of Indiana, the term Environmental Law shall also mean and include all applicable Indiana laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment. The

term "Environmental Law" shall not include the Occupational Safety and Health Act (29 U.S.C. Section 651, *et seq.*).

Equipment Lane means a travel lane or shoulder that passes through the Toll Zone that shall be equipped with Toll Collection System equipment and has all necessary Hardware, and Software to meet all requirements of the Roadside System.

Equity Member means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Toll System Provider.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

ETC Account means an account established by a Project customer for the payment of tolls based upon the Transponder registered to the account holder.

ETC Component means a process consisting of RF antenna(s) and reader equipment installed for a toll lane and a compatible Transponder mounted in a vehicle for automatic unique identification of the vehicle upon the electronic read of the Transponder as it passes through the lane.

ETC Contractor means, individually and collectively, the equipment contractor(s) supplying the Joint Board-Provided ETC Equipment. As of the date of this Contract, the ETC Contractor is Kapsch TrafficCom IVHS, Inc.

ETC Equipment means the Joint Board-Provided ETC Equipment and any other ETC equipment included in the ETC Component.

Evaluation Committee means the group that will review the technical proposals and score them pursuant to the guidelines contained herein. The group will consist of representatives from INDOT, KYTC, and non-voting expert advisors.

Event Transaction means any data produced by the System or an operator that describes the status of the hardware, software and any processes within the TCS. An Event Transaction provides data that can be used to determine the operational status of the system including any errors, outages or faults.

Excusable Delay has the meaning set forth in Section 13.6 of the Contract.

Expendable Materials means construction materials (e.g. lumber, steel, concrete, re-bar) and equipment (e.g. shovels, power tools, office equipment, computers) that are completely incorporated into the work or have no salvage value at completion of the work.

Extended Services means services provided by TSP to accommodate toll transactions in excess of the range specified in Section 13.9.1.5 of the Contract.

Federal Requirements means the provisions required to be part of federal-aid construction contracts, including but not limited to the provisions set forth in Exhibit F to this Contract.

Final Payment means payment by the Joint Board of the final installment of the Contract Price with respect to either the TCS Installation Work, or the Operations and Maintenance Work, depending upon the context.

Final System Documentation means the complete final System Documentation needed by TSP to configure, install, integrate test and maintain the TCS, satisfying the requirements of TR Section TP.

Final Toll Collection System Operations and Maintenance Price Invoice means the TSP's invoice submitted to the Joint Board requesting the Final Operations and Maintenance Payment in accordance with Section 12.8 of the Contract.

Financial Transaction means financial data related to the credits, debit, adjustments and reversals made within the TCS and made by any external service provider.

Fiscal Year means the calendar year or any other consecutive 12-month period selected by TSP and approved by the Joint Board.

Float means generally the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of "work.

Flow of Funds Flow Chart means the illustration in Attachment C-3 to the Technical Requirements detailing the various ways in which the TSP shall collect Gross Revenues, and the procedure for handling, depositing, reconciling and transmitting Gross Revenues.

Force Majeure Event means any of the events listed in clauses (a) through (g) below, subject to the exclusions listed in clauses (i) through (vii) below, which materially and adversely affects TSP's obligations, provided such events are beyond the control of the TSP-Related Entities and are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the TSP-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSP:

(a) Any earthquake, tornado, hurricane or other natural disaster;

(b) Any epidemic, blockade, rebellion, terrorism, war, riot, act of sabotage or civil commotion;

(c) Any Change in Law, which (1) requires a material modification of the non-configurable elements of the TSC, (2) requires TSP to obtain a new major State, Commonwealth or federal approval not previously required for the Project, (3) results in an increase in TSP's costs directly attributable to the Change in Law of at least $100,000, or (4) specifically targets the Project;

(d) any spill of Hazardous Material by a third party who is not a TSP-Related Entity which occurs after the date upon which the NTP was issued and is required to be reported to a Governmental Entity and which renders use of the roadway or construction area unsafe absent assessment, containment and/or remediation;

(e) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work, except to the extent arising out of, related to or caused by, the delay, act, omission, negligence, willful misconduct, recklessness or breach of contract or Law by any of the TSP-Related Entities;

(f) A traffic incident caused by a States' Party or a third party that causes physical damage to the Roadside System; and

(g) From and after System Acceptance, malicious or other acts by third parties that TSP is not required to control or supervise causing physical damage or similar occurrence to the Roadside System, including intentional acts of sabotage.

The term "**Force Majeure Event**" shall be limited to the matters listed in clauses (a) through (g) above, and shall apply only on an individual Crossing basis. The occurrence of a Force Majeure Event as to any Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridges and aspects. **"Force Majeure Event"** specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

(i) any fire or other physical destruction or damage, or delays to the Project which occur by action of the elements, including lightning, explosion, drought, rain, flood, snow, storm, except as specified in clause (a);

(ii) except as provided in clause (g), malicious or other acts intended to cause loss or damage or other similar occurrence, including vandalism or theft;

(iii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;

(iv) the suspension, termination, interruption, denial, failure to obtain, non-renewal or change in any requirements of any Governmental

Approval, except for any such matter falling within the scope of clauses (c), (d) or (e);

(v) any increased costs or delays related to failure to obtain any approval, work or other action from a Utility owner;

(vi) the presence at, near or on a Project Site, as of the date upon which the NTP is issued, of any Hazardous Material, including substances disclosed in documents made available or provided to the TSP by the Joint Board prior to the date upon which the NTP is issued, as well as any substances contained in any structure required to be demolished in whole or in part or relocated as part of the work;

(vii) any matters not caused by the Joint Board or beyond the control of the Joint Board and not listed in clauses (a) through (g).

General Warranty Period has the meaning assigned in Section 11.4.1 of the Contract.

Generally Accepted Accounting Principles means such accepted accounting practice as, in the opinion of the accountant, conforms at the time to a body of generally accepted accounting principles.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced professional systems integrator, engineer, constructor, installer, toll collection and violations enforcement operator or maintenance provider seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and Governmental Approvals, using accepted systems integration, configuration, installation, construction and maintenance standards, and toll collection and violations enforcement standards, processes, procedures and criteria normally used on similar projects in the United States, and engaged in the same type of undertaking in the United States under similar circumstances.

Governmental Approval means any permit, license, consent, authorization, waiver, variance or other approval, guidance, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, Commonwealth, local, or federal regulatory agencies, agents, or employees, which authorize Work, but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility owner.

Governmental Entity means any federal, State, Commonwealth, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Joint Board or the States' Parties.

Gross Revenues means all revenues from whatever source received or collected, or caused to be collected, by TSP as agent for the Joint Board hereunder, including all revenues and receipts from users of the Bridges (e.g. collections from AVI users, deposits for transponders, daily toll collections, collections of fees, and of fines and penalties from violators). Gross Revenues include unearned revenues received as prepaid amounts for customer ETC accounts.

Guaranteed Performance Requirements means the Performance Requirements with respect to which Performance Liquidated Damages or Performance Stipulated Damages that are assessed pursuant to Section 4.10.6 and Section 4.10.7 of the Contract, as more particularly defined in Exhibit N to the Contract.

Guarantor means any Person providing a guaranty with respect to TSP's obligations under this Contract.

Hardware means the physical, tangible and permanent components of a computer or data processing system.

Hazardous Materials means (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, users or any Persons in the vicinity of the Project or to the indoor or outdoor environment.

Hazardous Materials Management means sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

Hazardous Materials Management Plan means the TSP's Plan for Hazardous Materials Management if Hazardous Materials or recognized Potential Environmental Conditions are encountered.

Image Processing System means an imaging system used to record license plate images of selected vehicles (to be defined in the Business Rules) in a still image form including processing of such images. It also includes all controllers, servers, and software required to perform OCR and vehicle matching.

Indemnified Parties means the Commonwealth of Kentucky, KPTIA, KYTC, the Louisville/Jefferson County Metro Government, the State of Indiana, Clark County, Indiana, INDOT, Indiana Finance Authority, the Bridges Authority, the Tolling Body and the Joint Board, and their respective officers, directors, board members, employees, consultants, representatives, agents and successors and assigns.

Indiana Department of Transportation (INDOT) means the Indiana state agency responsible for planning, building, and operating Indiana's transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders, and to enhance economic development.

Indiana Finance Authority (IFA) means a body politic and corporate with authority to assist Indiana in the financing, acquisition, building, and equipping of structures for state use, including highways, toll roads, and bridges.

Indiana Parties means INDOT and IFA.

INDOT Building means the main INDOT office located at One North Capital Avenue, Indianapolis, IN 46204.

Initial Operating Budget has the meaning assigned in Section 12.13.1 of the Contract.

Installation and Delivery Phase means the time period during which the TSP performs the Installation Work.

Installation Work means the Work that TSP is required to perform from NTP to System Acceptance.

Installation Work Requirements has the meaning assigned in Section 2.1.3.1 of the Contract.

InterAgency Group means the InterAgency Group comprised of 25 toll road operators in the E-ZPass network that organizes and controls the documents and technology used within the E-ZPass network for interoperable ETC, also referred to as E-ZPass.

Interface Control Document means the document that defines the file formats and related Business Rules for processing data or transactions, and the interface or interfaces between two subsystems, which is used to connected different commercial systems to meet functional or performance requirements. An Interface Control Document describes the interworking of two elements of a system that share a common

interface. For example, a communications interface is described in terms of data items and messages passed, protocols observed and timing and sequencing of events.

Interlocal means the agreement between INDOT, IFA, KYTC, and KPTIA entered pursuant to IC 36-1-7 et seq. and KRS 65.210 to 65.300 to facilitate the accomplishment of the Project by sharing the individual agencies' powers with the Joint Board, the Tolling Body, and each other as necessary to comply with the terms of the Development Agreement, and for the benefit of the citizens of Indiana and Kentucky.

Joint Board means a board created by the Interlocal Agreement composed of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT, or any of their representatives or their respective successors. The Joint Board may designate one or more individuals or groups of individuals to administer the Contract(s). Any reference made to the Joint Board in this document shall mean the Joint Board or its designee. Specifically, "Joint Board approval" means approval by a designee of the Joint Board unless the nature and scope of the approval contemplated would require a formal resolution in accordance with Joint Board by-laws.

Joint Board Authorized Representative shall mean the Persons designated as the Joint Board Authorized Representative(s) in Exhibit X.

Joint Board-Caused Delays means delays arising from the following matters and no others, but only to the extent that they (i) materially adversely affect a Critical Path, (ii) are not mitigated by or susceptible to handling by a work around or consumption of Float, and (iii) are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or violation of Law of or by any of the TSP-Related Entities:

(A) Joint Board-Change Directives;

(B) failure or inability of the Joint Board to provide responses to proposed schedules, plans, System Documentation, condemnation and acquisition packages, and other submittals and matters for which response is required, within the time periods (if any) indicated in the Contract Documents, or other failure of the Joint Board to act within a reasonable time period with respect to actions which it is required to take under this Contract, including failure to provide TSP with access to the Project Site in accordance with the approved Project Schedule, following delivery of written notice from TSP reasonably requesting such action in accordance with the terms and requirements of this Contract; and

(C) uncovering, removing and restoring Work, if such Work exposed or examined is in conformance with the requirements of the Contract Documents, the Governmental Approvals and applicable Law, unless such conforming Work was performed or materials used

without adequate notice to and opportunity for prior inspection by the Joint Board.

Any suspension of Work arising from litigation shall not be considered a Joint Board-Caused Delay (although it may qualify as a Force Majeure Event under clause (e) of the definition of "**Force Majeure Event**") despite the fact that the Joint Board may specifically direct TSP to suspend the Work. Joint Board-Caused Delays shall apply only on an individual Bridge basis. The occurrence of a Joint Board-Caused Delay as to a single Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridge or aspect of the Project.

Joint Board-Provided Approvals shall mean, with respect to each Crossing, as applicable, the following:

(a) the ROD or FONSI, as appropriate;

(b) nationwide permit for the placement of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (33 U.S.C. § 1344) and certification that the actions permitted under the Section 404 permit are in compliance with State water quality requirements and other applicable State laws under Section 401 Water Quality Certification (33 U.S.C. § 341)(1986); and

(c) approvals under the National Historic Preservation Act (16 U.S.C. § 470(f)) and implementing regulations (36 C.F.R §§ 800, *et seq*.) to the extent the Joint Board has agreed to be responsible therefor.

Joint Board-Provided ETC Equipment means the readers, antennae and other ETC Equipment supplied by the ETC Contractor and provided by the Joint Board to the TSP for use in the TCS, as listed in Exhibit L.

Joint Board Standards means all the applicable State and Commonwealth public works standards, criteria, requirements, building codes and/or regulations.

Kennedy Bridge means the bridge currently carrying I-65 traffic which is to be rehabilitated and reconstructed to carry only I-65 southbound traffic.

Kennedy Crossing means the rehabilitation, reconstruction, operation, and maintenance of the bridge currently carrying I-65 traffic to carry only I-65 southbound traffic.

Kentucky Parties means KPTIA and KYTC.

Kentucky Public Transportation Infrastructure Authority (KPTIA) means the independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky with the authority to participate in the construction, operation, financing, and oversight of significant transportation projects connecting

Kentucky and Indiana, and to review, approve, and monitor all such projects, and to assist with the operation, financing, and management thereof in accordance with KRS Chapter 175B.

Kentucky Transportation Building means the main Kentucky Transportation Cabinet Office located at 200 Mero Street, Frankfort, KY 40622.

Kentucky Transportation Cabinet (KYTC) means the department and agency of the Commonwealth of Kentucky responsible for, and with authority to direct and control the establishment, construction, and maintenance of Kentucky's primary road system.

Kentucky Transportation Cabinet's Enterprise Database (TED) means the database used by KYTC to store accounting, road and bridge conditions, and other related data for reporting purposes.

Key Personnel means those TSP personnel positions specified in Section 7.3.1 of the Contract.

Latent Defect means a material defect in the Joint Board-Provided ETC Equipment that exists at the time the TSP issues its certification that the Work has satisfactorily completed the Pre-Production Controlled Test, but is not known to the TSP or cannot be discovered by TSP's inspection, review, testing and commissioning of the Joint-Board Provided ETC Equipment in accordance with Good Industry Practices and the other requirements of the Contract Documents.

Law or Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to any portion of the Project, any ROW, and/or the Work, whether now or hereafter in effect, including Environmental Laws.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

Liquidated Damages means the amounts designated as liquidated damages that TSP is required to pay to the Joint Board pursuant to Section 4.10 and Section 4.12 of the Contract, and Exhibit N to the Contract.

Losses means any loss, damage (including personal injury, property damage and natural resource damages), injury, liability, cost, expense (including attorneys' fees

and expenses (including those incurred in connection with the enforcement of any provision of this Contract)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third Party Claims.

Louisville-Southern Indiana Ohio River Bridges Project (LSIORB Project) means the construction, reconstruction, operations, maintenance, and tolling of the Downtown Crossing and the East End Crossing.

Louisville-Southern Indiana Ohio River Bridges Toll Project (Project) means the construction, operations, and maintenance of the AET System for tolling of the Downtown Bridges and the East End Bridge.

Maintenance means the ongoing work to operate and keep the System operational to collect revenue after the commencement of Revenue Service.

Maintenance Online Management System (MOMS) means an automated, fully integrated system that monitors the status of operational equipment in real-time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the Joint Board.

Maintenance Payment Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance Performance Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance and Support Plan (MSP) means the approved written maintenance and support plan and procedures for preventative and corrective maintenance and support activities for the TCS developed by TSP and approved by the Joint Board as provided in TR Section TP.

Maintenance Records means the maintenance records that TSP is required to maintain pursuant to TR Section OM.

Major Spare Parts means a field replaceable unit that consists of Hardware components that operate the major subsystems of the TCS (e.g. AVC, VES). Major Spare Parts also means those Spare Parts and categories of Spare Parts listed in Exhibit BB, the actual cost of which shall be a reimbursable Pass-Through Cost Item with respect to any Major Spare Parts that need to be replaced after the first calendar year of the Contract Term and that are no longer covered by a manufacturer's warranty, or that should have been covered by a warranty absent the failure of TSP to comply with its obligation to provide and maintain such warranties.

Major Spare Parts Costs has the meaning assigned such term in Section 12.12.2 of the Contract.

Major Subcontractor means any Subcontractor that is a party to a Major Subcontract.

Major Subcontract means (a) a Subcontract with the entity(ies) primarily responsible for the (i) roadside ETC System; (ii) Toll Operations Center; (iii) BOS; (iv) CSC; and (v) customer service Walk-Up Centers; and (b) a Subcontract to perform any part of the Work or to provide any materials, equipment or supplies for the Project on behalf of Toll System Provider valued in excess of 15 percent (15%) of the Contract Price for Work prior to Acceptance, and (b) a Subcontract for Work that includes any systems programming, equipment installation, or provision of operations personnel.

Master Testing and Commissioning Plan means the plan that TSP is required to deliver pursuant to TR Section TP-019.

Minor Revisions means changes that are primarily aesthetic in nature, do not involve material changes in system or database architecture, and are not based on Technical Requirements for the Configuration Work or statutory and non-discretionary standards relating to public health, safety and welfare. Minor Revisions may include, without limitation, changes or additions to configurable business rules, configurable logic, display items that can be derived from already captured data, and screen and report layouts, data inclusions, title, colors, graphics and fonts.

Mission Critical System means any Hardware, Software, operations, equipment, material, supplies, parts or other element of the TCS that causes unrecoverable or recoverable revenue loss.

Mobilization Readiness has the meaning provided in Section 4.7.1 of the Contract.

Mobilization Readiness Date means the date on which TSP achieves Mobilization Readiness for the Project.

Mobilization Readiness Deadline means the guaranteed date by which TSP must achieve Mobilization Readiness as specified in Section 4.7.2 of the Contract or be assessed liquidated damages for delay in achieving Mobilization Readiness.

Monthly Operations and Maintenance (O&M) Report means the monthly report of the TSP's operations and maintenance activities, including TCS performance measured against the Performance Guaranties, that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the TCS Operations and Maintenance Term.

Monthly Progress Reports means all reports that TSP is required to submit on a monthly basis pursuant to the Technical Requirements.

Monthly Project Management Report means the monthly report of the TSP's activities measured against the Progress Milestones that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the Installation Period.

National Electric Safety Code means the model code covering the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways published by the IEEE Standards Association.

National Electrical Manufacturers Association (NEMA) means the association that defines standards for various grades of electrical enclosures typically used in industrial applications. Each is rated to protect against designated environmental conditions. A typical NEMA enclosure might be rated to provide protection against environmental hazards such as water, dust, oil, coolants, or atmospheres containing corrosive agents. A full list of NEMA enclosure types is available at http://www.nema.org.

Network Operations and Maintenance Price means the total fixed price compensation (excluding actual direct Pass Through Cost Items) that the Joint Board is obligated to pay the TSP for the Network Operations and Maintenance Work.

Network Operations and Maintenance Work means all work necessary to maintain, operate and support the Wide Area Network and Local Area Network.

Network Systems means Software and Hardware used to transmit and receive data between various components internal and external to the TCS.

Network Systems Plan means the plan that describes the network OSI Layer 2 and Layer 3 architecture, design and configuration of the Wide Area Network and Local Area Network for the TCS.

New Downtown Bridge means the new bridge spanning the Ohio River that, together with the Kennedy Bridge, is part of the Downtown Bridges.

New Downtown Crossing means the construction, operation, and maintenance of the New Downtown Bridge.

Nonconforming Work means Work that any Governmental Entity or the Joint Board determines does not conform to the requirements of the Contract Documents, the Governmental Approvals, applicable Law or the Design Documents.

Non-Disclosure Agreement means TSP's standard non-disclosure or restricted use agreement which executed agreement shall be accepted by the TSP in connection with the Project.

Notice of Mobilization Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Mobilization Readiness.

Notice of Partial Termination for Convenience means written notice issued by the Joint Board to TSP terminating part of the Work of TSP for convenience.

Notice of Pre-Toll Operations Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Pre-Toll Operations Readiness.

Notice of Revenue Service Commencement means a written notice from the Joint Board to the TSP establishing the date on which tolling will commence.

Notice of Termination for Convenience means written notice issued by the Joint Board to TSP terminating the Work of TSP for convenience.

Notice of Tolling Readiness means a written notice from the Joint Board to the TSP pursuant to Section 4.9.3 of the Contract indicating that the Joint Board considers Tolling Readiness to have been achieved.

Notice to Proceed (NTP) means the written notice issued by the Joint Board to TSP authorizing TSP to proceed with Work.

Ohio River Bridges Project means the Louisville Southern Indiana Ohio River Bridges Project to improve cross-river mobility in the Louisville–Southern Indiana Region through the construction or reconstruction of three bridges across the Ohio River, financed in part through joint toll operations by the Joint Board. The Ohio River Bridges Project is also referred to herein as the LSIORB Project.

Open Book Basis means a process by which the Joint Board is provided full and complete access to and/or details of, all original invoices, vouchers and books of account (including information regarding overhead, profit and mark-up) necessary to demonstrate the TSP's actual cost of performing the Work.

Operations and Maintenance Work means all Work necessary to operate and maintain the TCS during the Operations and Maintenance Term.

Operations Tests means performance tests that TSP is required to successfully conduct after the Revenue Service Date pursuant to TR Section TP-024.

Optical Character Recognition means a software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and jurisdiction from the image of the license plate.

Other Joint Board Contractor means a contractor under contract to the Joint Board to design, build, finance, operate and/or maintain any part of the Bridges or adjacent roadway.

Owner Design Documents means some or all of the schematic design, and any as-built drawings, plan sheets, drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records or similar documents furnished by the Joint Board to TSP in the Reference Information Documents and in the Attachments to the Technical Requirements.

Party means TSP or the Joint Board, as the context may require, and "**Parties**" shall mean TSP and the Joint Board, collectively.

Pass-Through Cost Items means those items and categories of items specified in Exhibit H.

Payment Bond has the meaning set forth in Section 8 of the Contract.

Payment Milestone means each set of completed Work for which the TSP may submit an invoice to the Joint Board, as specified in the "Payment Milestone Descriptions" included in Exhibit CC to the Agreement.

PCI Data Security Standard (PCI DSS) means the guideline to help organizations that process card payments prevent credit card fraud, hacking, and various other security vulnerabilities and threats. A company processing, storing, or transmitting payment card data must be PCI DSS compliant and will be audited to ensure compliance. Failure to meet PCI Data Security Standards can lead to loss of ability to process credit card payments and fines. PCI DSS can be found at: https://www.pcisecuritystandards.org

Performance Bond has the meaning set forth in Section 8 of the Contract.

Performance Guaranties means the TSP's commitment to meet the Performance Requirements specified in TR Section PR.

Performance Liquidated Damages has the meaning assigned in Section 4.10.5 of the Contract.

Performance Requirements means the requirements described in TR Section PR.

Performance Stipulated Damages has the meaning assigned in Section 4.10.7.2 of the Contract.

Persistent Breach means (i) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any

Mission Critical System each day for more than 5 consecutive days, with compliance measured on a daily basis, or each day for more than 10 (consecutive or non-consecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis, or (ii) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any other matter, function or system that is not a Mission Critical System each day for more than 10 consecutive days, with compliance measured on a daily basis, or each day for more than 15 (consecutive or nonconsecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Personally Identifiable Information has the meaning provided in Section 2.2.14.5 of the Contract.

Plans or plans means all Joint Board-approved plans required to be developed by the TSP pursuant to TR Section TP.

Pre-Existing Software has the meaning set forth in Section 20.5 of the Contract.

Pre-Production Controlled Test means a test of all conditions and meeting all protocols for the Pre-Production Controlled Test specified in TR Section TP 022.

Pre-Toll Operations means the Work to operate the TOC and the CSC during the Pre-Toll Operations Period, as described in Payment Milestone CS-002 and TO-010.

Pre-Toll Operations Period means (i) with respect to the TOC, the period of time starting two months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date; and (ii) with respect to the CSC and WUC, the period of time starting six (6) months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date.

Pre-Toll Operations Readiness means the satisfaction of all of the conditions to commencement of the Pre-Toll Operations Period as specified in Section 4.6.1 of the Contract.

Pre-Toll Operations Readiness Deadline means the date by which TSP is required to achieve Pre-Toll Operations Readiness.

Price Proposal means TSP completed price sheets submitted with its Proposal in the forms attached Form G to the RFP.

Price Sheet means the completed pages of Form G detailing the compensation to be paid to the TSP for completing the Work associated with each Payment Milestone. The Price Sheets are included in Exhibit C of the Contract.

Priority 1 Defect means a software, hardware, or system failure that causes an un-recoverable fault. This typically either results in a loss of data or revenue or impacts external customer interfaces. There is typically no workaround for Critical issues.

Program Manager means the individual designated by TSP and approved in writing by the Joint Board with overall full responsibility for the prosecution of the Project, and who is an Authorized Representative of TSP with respect to all Project matters.

Progress Milestone means the certain or significant accomplishments towards completion of the Work.

Progress Milestone Date means the date upon which Progress Milestones are to be achieved as set forth in the approved Project Schedule.

Project means the provision, design, construction, equipping, integration, installation, operation and maintenance of the TCS for the Ohio River Bridges Project.

Project Data means all information and data concerning the TCS' operations, maintenance and performance collected by the TSP.

Project Management Plan (PMP) means the plan required pursuant to 23 U.S.C. 106(h) developed by the States and approved by FHWA on July 30, 2012. The PMP and related updates can be found at:
http://kyinbridges.com/project/documents.aspx.

Project Manager-Installation means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the Installation Work and who is an Authorized Representative of TSP on all matters pertaining to the Installation Work.

Project Manager-Operations and Maintenance means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the TCS Operations and Maintenance Work and who is an Authorized Representative of TSP on all matters pertaining to the Operations and Maintenance Work.

Project Schedule has the meaning set forth in Section 2.2.11.3 of the Contract, consistent with the requirements for a CPM schedule set forth in TR Section PR.

Project Site means, depending upon the context, the ROW of either Kentucky or Indiana on which any part of the Work is to be located, and any temporary rights or interests that TSP may acquire at its own cost and expense in connection therewith.

Depending upon the context, in the Agreement "Project Site" also may refer to the premises of the WUC, the CSC, the TOC or any combination thereof.

Proposal means the proposal submitted on the Proposal Date by TSP to the Joint Board in response to the RFP.

Proposal Date means February ___, 2015.

Public Records Act means collectively Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13 and the Kentucky Open Records Act, as they may be amended from time to time.

Punch List means, with respect to each Bridge, the list of Work which remains to be completed after System Production Readiness has been achieved and before Acceptance, and shall be limited to items of the Work that are necessary to correct minor imperfections and deviations from the requirements of the Contract Documents, Governmental Approvals, applicable Law and Design Documents, but which have no material or adverse effect on the use, safety or operability of the Project.

Quality Management Plan (QMP) means that document generated pursuant to TR Item TP-017 that describes the proposer's procedures and techniques for quality control and quality assurance in all areas including development of requirements, functional requirements, and design documentation, hardware procurement, software development, implementation and testing, commissioning, maintenance, and issue tracking.

Reasonable Investigation means the following activities by appropriate, qualified professionals prior to the date on which Toll System Provider submitted its Proposal:

(a) Visit and visual, non-intrusive inspection of the Project Site and adjacent locations, except areas to which access rights were not made available by the date on which Toll System Provider submitted its Proposal;

(b) Review and analysis of all Reference Information Documents;

(c) Review and analysis of Joint Board-Provided Approvals available prior to the date on which Toll System Provider submitted its Proposal;

(d) Reasonable inquiry with utility owners;

(e) Review and analysis of material Laws applicable to the Project or the Work as of the Proposal Date; and

(f) Other activities sufficient to familiarize Toll System Provider with surface and subsurface conditions affecting the Site or surrounding locations;

except that none of the foregoing activities includes conducting field studies, geotechnical investigations, or original research of private records not contained or referenced in the Reference Information Documents or Technical Provisions.

Reconciliation means the culmination of the process associated with ensuring that Financial Transactions and Traffic Transactions are accounted for through their end state and no further actions are required..

Record of Decision means the record of decision issued by FHWA in September of 2003, indicating the original preferred alternative for the Project.

Recovery Plan means the schedule TSP is required to provide under Section 4.11 of the Contract.

Reference Information Documents means the documents and information included in Volume III of the RFP. Except as expressly provided in the Contract Documents, the Reference Information Documents are not considered Contract Documents and were provided to TSP for informational purposes only and without representation or warranty by the Joint Board.

Referenced Standard means any standard applicable to the Project established by reference contained in the Contract Documents to a described publication.

Registered Professional Engineer means, with respect to each of Indiana and Kentucky, a person who is duly licensed and registered by the Indiana Board of Professional Engineers or the Kentucky Board of Professional Engineers to engage in the practice of engineering in such State, respectively.

Registered Video means the image of a license plate that is associated with and processed against an RVA.

Registered Video Account (RVA) means an account established by a Toll Project customer for the payment of tolls based upon the license plate of the account holder. A Registered Video Account may have prepaid or postpaid payment methods.

Regulatory Approvals means all local, regional, Commonwealth, State and federal agreements, studies, findings, permits, approvals, certifications, licenses and other governmental actions required to be obtained, taken or completed under Applicable Laws prior to undertaking any particular activity contemplated by the Contract Documents.

Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Request for Change Proposal means a written notice issued by the Joint Board to TSP under Section 13 of the Contract, advising TSP that the Joint Board may issue a Joint Board Change Directive or wishes to evaluate whether to initiate such a change pursuant to Section 13 of the Contract.

Request for Information means a written request prepared by TSP after Design Documents have been released for construction to initiate the process for potential design changes or clarifications.

Request for Proposals or **RFP** means the Request for Proposals issued by the Joint Board on December 8, 2014 with respect to the Project, including all attachments thereto and any subsequent addenda.

Revenue Control Management Agreement means the agreement entered into by, or to be entered into by, the Joint Board and the Revenue Control Manager.

Revenue Control Manager means the entity that performs accounting functions for the Project pursuant to the Custody and Revenue Control Agreement.

Revenue Day means the 24-hour toll collection day expressed from 00:00:00 to 23:59:59 in military time.

Revenue Service means the collection of tolls for use of the Bridges.

Revenue Service Date means with respect to a Bridge the date on which Revenue Service commences for a specific traffic configuration.

Revised Record of Decision means the revised record of decision, signed by FHWA on June 19, 2012, indicating the new selected alternative for the Project.

RFP Documents means all of the information and materials supplied to TSP in connection with the issuance of the RFP, including Instructions to Proposers, the Contract Documents and the Reference Information Documents and any addenda issued in connection therewith.

Right of Way or ROW means, with respect to each Bridge, the area available to the TSP for the construction and installation of the Project.

Roadside Go Live means Revenue Service for each Bridge.

Roadside Operations and Maintenance Price means the total fixed price compensation (excluding actual, direct Pass Through Cost Items) that the Joint Board is required to pay TSP for the Roadside Operations and Maintenance Work.

Roadside Operations and Maintenance Work means all of the work that TSP is required to perform to meet the requirements of TR Section RS and OM.

Roadside System (or Roadside Traffic Control System) means Hardware, Software and systems required to detect, classify and create Traffic Transactions for vehicles traveling on a Bridge.

Roadside System Availability is calculated monthly for each Equipment Lane and has the meaning set forth in Exhibit N.

Roadside System and Network Installation Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-004.

Roadside System and Network System Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-001.

Safety Plan means the plan the TSP is required to deliver pursuant to TR Section TP, Item TP-009.

Scope of Work or scope of work means the description of the Work required to be performed by the TSP in the TR.

Second Source Hardware Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section RS, Item RS-004.

Software is a general term referring to computer software consisting of the instructions or programs that are executed by a computer.

Software Maintenance Option has the meaning set forth in Section 2.2.6 of the Contract.

Software Maintenance Option Period has the meaning set forth in Section 2.2.6 of the Contract.

Software Source Code has the meaning set forth in Section 20.6.3(b) of the Contract.

Source Code Escrow means the escrow established with the Code Escrow Agent to hold TSP's deposit of the Software Source Code

Spare Parts means Components and Major Spare Parts.

Spare Parts Inventory Plan means the plan prepared by the TSP and approved by the Joint Board pursuant to TR Section TP that details the type and amounts of all Spare Parts that the TSP anticipates will be required to operate and maintain the TCS and meet all requirements of the Contract Documents during each year of the Term (including any TCS Operations and Maintenance Option Periods), and sets forth the manner in which the TSP shall assure continuous maintenance of a 3-months level of inventory of all spare parts and equipment required to maintain the TCS and meet all requirements of the Contract Documents.

Spare Parts Requirements means the Spare Parts listed in Sheet SP of Exhibit C, which is TSP's list of all Spare Parts that it anticipates it will require to comply with the Contract Documents during the Term.

Specific Contract Price Component Line Items means the itemized line item Costs listed in the individual Price Sheets in Exhibit C for the individual Contract Price Components.

Start-Up Operations means the period of time commencing on the first Tolling Readiness Date and ending on the first anniversary of such date.

State means the State of Indiana.

State Auditor means, collectively or individually, the Auditor of the State of Indiana, elected under Article 6, Section 1 of the Indiana Constitution, whose powers and duties are described by Indiana law, and/or the Kentucky State Auditor of Public Accounts, and any outside auditors employed by the State and/or the Commonwealth, and/or a State Party.

States' Parties or State Party means, collectively or individually, INDOT, KYTC, IFA, and KPTIA**.**

Steady State Operations means the period of time from and after the end of Start-Up Operations.

Subcontract (or subcontract) means any agreement by TSP with any other Person, Subcontractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

Subcontractor (or subcontractor) means any Person with whom TSP has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of TSP and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Subcontractor Dispute has the meaning set forth in Section 19.4 of the Contract.

Supplier (or supplier) means any Person not performing work at or on the Project Site which supplies machinery, equipment, materials, Hardware, Software, systems or any other appurtenance to any portion of the Project to TSP or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site shall not be deemed to be performing Work at the Project Site.

System means the Toll Collection System.

System Acceptance means the Joint Board acceptance of the System upon review and written approval of a successful System Acceptance Test and satisfaction of all other conditions in Section 4.10.9 of the Contract.

System Acceptance Test means the test to be conducted by the TSP pursuant to TR Section TP-025.

System Assurance Monitoring means monitoring activities undertaken to assure the continuous performance of the TCS in accordance with the Performance Requirements.

System Certification Audit means the performance audit report that TSP is required to prepare and submit pursuant to TR Section OM-008.

System Configuration and Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-010.

System Documentation means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including but not limited to the Plans, System Requirements Document, the Software (including both Source Code and object code) and other materials required to adequately document the System as configured, and necessary for, or related to, the configuration, installation, integration, testing, maintenance and operation of the Project in accordance with the Contract Documents, the Governmental Approvals and applicable Law.

System Monitoring means an automated, fully integrated system that monitors the status of operational equipment in real-time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the KYTC/INDOT. This is also known as Maintenance Online Management System (MOMS).

System Performance Requirements shall mean the requirements for System performance set forth in TR, Section PR.

System Production Readiness Test means the test of all conditions to Pre-Toll Operations Readiness, meeting all protocols for such test set forth in TR Section TP-023.

TCS Component Price(s) shall mean any one or more of the Total Toll Collection System Capital Price, the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), the Total CSC Operations Price (Years 1 through 7), and/or the Total TOC Operations Price (Years 1 through 7) as specified in

the sheet OP-Overall Price of the Price Sheets in Exhibit C. Each TCS Component Price is further comprised of the line items specified in the corresponding detailed price sheet(s) for each such TCS Component Price.

TCS Installation Work means all Work necessary to provide, design, install, equip, test and achieve Acceptance of the TCS.

TCS Operations and Maintenance Option means the Joint Board's option to extend the period of time during which the TSP is required to operate and maintain the TCS for an additional two year period in accordance with the terms of the Contract, as the context so requires.

TCS Operations and Maintenance Option Period means a two year period of time during which the TSP is required to operate and maintain the TCS upon the Joint Board's exercise of a Maintenance Option.

TCS Operations and Maintenance Option Price means the lump sum fixed price compensation to be paid to the TSP for maintaining the TCS during the TCS Operations and Maintenance Option Period.

TCS Operations and Maintenance Report means the periodic maintenance related reports that TSP is required to submit pursuant to TR Section TP.

TCS Operations and Maintenance Term means the period during which TSP is obligated to perform the Maintenance Work, commencing for each Bridge upon the commencement of tolling operations for such Bridge, and continuing until the date that is seven (7) years from the first anniversary of the later to occur of the Revenue Service Date of the Downtown Crossing Final Configuration or the Revenue Service Date of the East End Bridge, plus any extension of such period due to the Joint Board's exercise of the Maintenance Option.

TCS Operations and Maintenance Work means the Roadside Operations and Maintenance Work, the Network Operations and Maintenance Work, the Back Office System (BOS) Hosting Work, the Back Office System (BOS) IT Operations and Maintenance Work, the Toll Operations Center (TOC) Operations and Maintenance Work, and the Customer Service Center (CSC) Operations and Maintenance Work TSP is required to perform during the TCS Operations and Maintenance Term, except for the Punch List Work and Warranty Work.

Technical Proposal means TSP's completed Technical Response Form submitted on Form K of the RFP.

Technical Requirements (TR) means the Technical Requirements (LSIORB Toll Project) Final, constituting the document describing the scope of the Work and related standards, criteria, requirements, conditions, procedures, specifications and other provisions for the LSIORB Toll Project, as such provisions may be changed, added to, deleted or replaced pursuant to the Agreement.

Term means the period commencing on the Effective Date and ending on the date on which all obligations and liabilities of TSP under this Contract have been performed and discharged. For greater certainty, "Term" includes the TCS Operations and Maintenance Term.

Third Party Claims means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.

TOC Pre-Tolling Operations Commencement means the point in time at which the TSP starts to perform the TOC Pre-Toll Operations Work.

TOC Pre-Toll Operations Work means the Work that TSP is required to perform to operate the TOC during the Pre-Toll Operations Period as it pertains to the TOC.

TOC System Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-003.

Toll Collection System (TCS) means the complete, functioning, state-of-the-art AET System based on Transponder and video processing for identification of vehicles for every Toll Zone on the Toll Project. The major roadside functions of the TCS are accurate detection, classification, and identification of every vehicle passing through Toll Zones. The major functions of the TCS with respect to the back office are acceptance of transactions from the roadside, management of accounts, collection of revenue, operation of the system and production of reports on those revenues to KYTC/INDOT.

Toll Facilities means the facilities utilized in connection with the TCS both on-site at the Toll Zones and off-site at the CSC, WUC and TOC, including the operations building and related building equipment, systems and appurtenances, toll plaza and related equipment, systems and appurtenances, areas adjacent to the toll plaza including the walkway to and from the toll lanes, the landscaping and related equipment, systems and appurtenances in the area of the toll plaza, the toll plaza canopy, the toll lanes, and the gantries.

Toll Gantry means a gantry or series of gantries comprised of a Toll Zone upon which Toll Zone System equipment is mounted.

Toll Operations Center (TOC) means the Hardware, Software and systems used to monitor the system level operations of the TCS. The Toll Operations Center may include a separate or integrated facility with the BOS or CSC.

Toll Operations Center (TOC) Operations and Maintenance Price (years 1 through 7) means the total fixed price compensation to be paid by the Joint Board to the TSP for the Toll Operations Center Operations and Maintenance Work (excluding actual, direct Pass-Through Cost Items).

Toll Operations Center (TOC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM.

Toll Policy Agreement means an agreement entered by the States, Parties (or certain of them representing each State) establishing a comprehensive toll policy for the Project and approved by the Tolling Body.

Toll Rate Schedule means a schedule of toll rates and other charges adopted from time to time by the Tolling Body for the Toll Facilities. The Toll Rate Schedule shall include tolls for all classifications of vehicles utilizing the Toll Facilities.

Toll System Provider means _____, a _____ formed under the laws of ***[insert state]***, together with its partners, employees, agents, officers, directors, representatives, consultants, successors and assigns.

Toll Zone (or Tolling Zone) means a strategic location on the roadway where a gantry structure exists to collect ETC, AVC, and Image data of passing vehicles. Some Toll Zones will have highly configurable reversible lanes for various traffic configurations.

Tolling Body means the body established in the Development Agreement and the Interlocal Agreement, being comprised of the members of the Joint Board plus one additional representative of IFA and one additional representative of KPTIA or any of the members' respective successors.

Tolling Readiness means the point at which the TSP has satisfied all of the conditions precedent to Revenue Service on a Bridge, as set forth in Section 4.8.1 of the Contract.

Tolling Readiness Date means the calendar date on which the TSP achieves Tolling Readiness, as certified by the Joint Board's issuance of a Notice of Tolling Readiness.

Tolling Readiness Deadline means, with respect to each Toll Zone, the date specified in Section 4.9.2 of the Contract by which the TSP must achieve Tolling Readiness or be subject to the payment of Delay Liquidated Damages for delay.

Total CSC Operations Price (years 1 through 7) means the compete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the Operations Work for the Operations Term.

Total TOC Operations Price (years 1 through 7) means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the TOC Operations Work for the Operations Term.

Total Toll Collection System Capital Price means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP for Installation Work,

Total Toll Collection System Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the TCS Maintenance and Operations Work, including the Roadside Operations and Maintenance Price, the Network Operations and Maintenance Price, the Back Office System (BOS) Hosting Price, the Back Office System (BOS) IT Operations and Maintenance Price, the Toll Operations Center (TOC) Operations and Maintenance Price, and the Customer Service Center (CSC) Operations and Maintenance Price specified in the Exhibit C (excluding actual direct Pass-through Cost Items).

Traffic Transaction means the transaction created by the Roadside System that provides date, time, location, vehicle classification, transponder identification for ETC transactions, license plate number and jurisdiction and any other information required by the Technical Requirements to provide a record of a vehicle crossing on a Bridge, including a transponder (ETC) transaction, an image transaction, and an interoperable transaction that is used for payments due to or from an E-ZPass interoperable agency.

Training Plan means the plan described in TR Section TP, Item TP-007.

Transaction means Traffic Transactions, Financial Transactions and Event Transaction data in the TCS.

Transition Plan means the plan that TSP is required to deliver pursuant to TR Section TP, Item TP0012.

Transponder means a radio frequency device mounted in or on a vehicle to provide a unique identifier to the TCS.

Transportation Enterprise Database (TED) means the KYTC enterprise data warehouse that brings data collected from multiple disparate systems together to create an aggregate view of related information.

TSP Event of Default has the meaning set forth in Section 16 of the Contract.

TSP Standards of Performance has the meaning assigned in Section 11.1 of the Contract.

TSP-Related Entities means (i) TSP, (ii) partners, joint venturers and/or members in or with TSP, (iii) Subcontractors (including Suppliers), (iv) any other Persons performing any of the Work, (v) any other Persons for whom TSP may be legally or contractually responsible, and (vi) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

TSP's Authorized Representative means such Person as TSP may designate in writing from time to time pursuant to Section 21.6.1 of the Contract.

Unidentified Utility means any Utility impacted by the Project which is not in one of the categories:

(a) The Utility line is shown on a Utility Strip Map (irrespective of whether correct ownership is shown) or other Utility information provided by the Joint Board or made available to TSP.

(b) The Utility type (e.g., gas, water, communication, electric) is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP (differences in material, e.g., clay vs. plastic, shall not be considered a difference in type).

(c) The Utility is an overhead Utility existing as of the date on which the NTP is issued or which commenced installation prior to the date on which the NTP is issued.

(d) The Utility is an extension of an Identified Utility (including a service line extending from a Utility that is not an Unidentified Utility).

(e) The Utility is located in the same trench as a Utility that is not an Unidentified Utility (e.g. communication duct bank and joint communication cable facilities).

Any appurtenance, including manholes, pedestals, handholes, fire hydrants, and Fxboxes, not shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP that is a component or extension of a Utility that is not an Unidentified Utility is considered a part of the Utility.

If a Utility falls within any of the categories listed above, then it is not an Unidentified Utility regardless of any discrepancy between (i) the information provided on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP, and (ii) the actual characteristics of that Utility with respect to its size, its horizontal or vertical location, its ownership, its type (e.g., gas, water, communication, electric), or any other characteristic. Without limiting the generality of the foregoing, if a Utility is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP as being on public right of way, and it is in fact located on private right of way, or vice versa, that discrepancy is of no relevance in determining whether or not that Utility is an Unidentified Utility.

Uninterruptible Power Supply means a battery power system that supplies clean power and also provides limited backup power (the extent of which is subject to KYTC/INDOT approval) in the event utility power becomes unavailable.

Unregistered Video (UV) means a video transaction that was an apparent RV transaction at the time it was created at the lane; but after image review process, the

license plate was determined to belong to a user without a Transponder or a RV account and the RV was converted to an unregistered video Traffic Transaction and billed to the user according to the KYTC/INDOT Business Rules.

Utility(ies) or **utility(ies)** means (1) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, storm water not connected with the drainage of the Project, and similar substances that directly or indirectly serve the public, and/or (2) a private pipeline. The term "Utility" or "utility" specifically excludes (a) storm water facilities providing drainage for the ROW, and (b) street lights and traffic signals. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any service line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service line.

Utility Strip Map means a diagram depicting the location of utilities applicable to the Project Site.

Violation means the use of a Bridge without payment of the applicable toll and any fees within the time period specified by the Business Rules.

Violation Notice means a notice sent by the TSP to a Person who has committed a violation (regardless of whether a citation has been issued or a violation declared) in the format prescribed by the approved Business Rules. Such notice also is sometimes referred to as a Customer Statement.

Walk-Up Center (WUC) means a satellite customer service center for the TCS.

Warehouse Facility shall mean the facility that serves as storage facility for Spare Parts required for the Project. Requirements for the Warehouse Facility are set forth in Section TO of the Technical Requirements.

Warranty has the meaning set forth in Section 11 of the Contract.

Warranty Bond has the meaning set forth in Section 8 of the Contract.

Warranty Price means, for each Bridge, the lump sum fixed price compensation specified in the Price Proposal that is payable to TSP for the Roadside Warranty Work and the Back Office System Warranty Work for such Bridge, and with respect to the System, the lump sum fixed price compensation specified in the Price Proposal that is payable to the TSP for the Warranty Work with respect to the System as a whole

Watch List means a list of license plates that have been deemed problematic for ALPR identification purposes. A Watch List designated plate will always be sent for manual Image Review, regardless of ALPR confidence. Examples for Watch List inclusion include specific plates where customers (and/or non-customers) have repeatedly reported incorrect DMV identification, duplicate plate issues, incorrect lettering, fraud, or other causes for chronic disputes.

Work (or work) means all of the work required to be furnished and provided by TSP under the Contract Documents, including all administrative, design, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by TSP as required by the Contract Documents, including all efforts necessary or appropriate to achieve Formal Acceptance and to maintain the System in accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by Persons other than the TSP-Related Entities.

[END OF DEFINITIONS]

EXHIBIT B

RESPONSIBILITIES MATRIX

This document summarizes key design criteria for the TCS that are established by the related work to be performed by the DB Contractor pursuant to the DB Contractor and the Developer pursuant to the Development Agreement. The table below lists major infrastructure components of the TCS, and allocation of responsibilities among the TSP, the DB Contractor, the Developer and the ETC Contractor with respect to such major infrastructure components. Notwithstanding the information summarized in this matrix, TSP shall have overall responsibility for coordinating its Work with the DB Contractor, the Developer and the ETC Contractor to ensure that its efforts result in a fully functioning TCS that meets all requirements of the Contract Documents.

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
1.	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide and install conduits and pull string and install a cap on each conduit end point.	Provide install and terminate data communications cable between toll equipment site and toll gantry. **Toll Gantry:** Terminate fiber optic network cable and any media converters, provide any cabinets and all necessary materials to connect fiber to equipment at toll equipment site. **Toll Equipment Site:** Terminate fiber optic network cable, provide, install and configure switch and cabinet for local area network communications.	None
2.	Power Infrastructure and Service	Provide and Install a 120/208 V commercial power and meter from utility service and meter.	Provide power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry. Transfer power service to Toll System Provider name.	None
3.	Toll Gantry	DB Contractor: Provide standard INDOT Box gantry structure. Developer: Provide standard KYTC box gantry structure. DB Contractor/Developer: Provide conduits, raceways to support toll equipment installation.	Install, configure, test, tune, and commission toll equipment required for revenue service to be attached to the tolling gantries. Note: Approximate antenna size, cameras, sensors and other information for gantry design toll criteria has been provided by the Joint Board to the DB Contractor and the Developer.	None
4.	Toll Equipment	Provision space for AVI cabinet 3’ (width) x 4 feet	Install, configure, test, tune, and commission all toll	Provide ETC

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
	mounted on toll gantry	(height)(approximate) for placement on gantry.	equipment (including but not limited to Cameras, classification sensors, ETC equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).	Equipment to be installed by the TSP. Provide technical support to the Toll System Provider during the Installation, Testing and Commissioning of the ETC Equipment by the Toll System Provider.
5.	Automatic Vehicle Classification Inductive Loop placement (If applicable)	Coordinate the design and placement and loop layout, junction boxes with loop placement installation with infrastructure with the Toll System Provider.	If the Toll System Provider's TCS configuration requires the use of an inductive loop system to meet the Performance Requirements in the Technical Requirements. TSP shall coordinate the loop layout design and installation with the DB Contractor and the Developers. Install, configure, test, tune, and commission inductive loop system in accordance with the final loop layout and design diagram.	None
6.	Toll Sign Design Criteria	Provide and Install updated toll signs in accordance with plans and specifications and as described in the Toll Sign Master Plan and Sign Criteria.	None	None
7.	Changeable Message Panels (Toll Rate signs only)	Provide static changeable message signs without the electronic changeable message panels. (The electronic changeable message panels will be provided by TSP). Provide and install a power service and meter to the changeable message panels that will be installed in the changeable toll rate sign structures by the TSP. Provide pole within 50 feet of the changeable message sign and with power service and meter at the pole.	Provide, install, configure, test, tune, and commission electronic changeable message panels into the static changeable message sign structures provided by the Design Builder/Developer, provide wireless and local access updates to the changeable message panels. Provide, install, configure, test, tune, and commission CCTV camera to monitor the changeable message sign. Provide network connection to Toll Operations Center to view the signs, which may be a secure commercial wireless modem.	None
8.	Data Communications Services	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above. DB Contractor/Developer to coordinate with the Toll System	Toll System Provider (or sub-contractor known as Communication Service Provider) to provide fiber backbone in accordance with Attachment C-1 to the Technical Requirements.	None

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
		Provider (or their representative) for access to site to run fiber.		
9.	Toll Equipment Site	DB Contractor/Developer to provide pad and infrastructure including 2 vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad.	Install, configure, test, tune, and commission toll equipment, cabinets, toll equipment, and concrete pads(as required) and data/power from DB Contractor-provided and Developer-provided vaults.	None
10.	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide standard IN Box Structure and KY Box Structure for respective projects. Label vaults provided at Toll Gantry or Toll Equipment Site as "utility".	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion controlled CCTV at cabinets.	None
11	Surge suppression / lightning protection	Provide lightning protection design for toll gantry as design criteria for the Toll System Provider equipment surge suppression plan.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.	Provide design criteria for surge suppression of ETC equipment for Toll System Provider Installation.
12	Existing utilities	Confirm that DB Contract/Developer are not aware of any high voltage (>600 V) less than 100 feet in any direction of tolling points.	None Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.	None
13	Transition and coordination of work to achieve toll operations	Coordinate access to toll gantry per respective DB Contract/Development Agreement requirements with access to facilities for toll equipment installation, tuning and commissioning. Provide temporary tolling signs required during MOT phases as required.	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Provisions for Joint Board review and approval. Provide schedule for toll equipment installation at tolling sites and coordinate activities with DB Contractor and Developer.	None

References:

1. Toll Sign Master Plan and Sign Criteria (last dated November 14, 2013) - See Reference Information Documents
2. Toll Equipment Area(site) Diagram (last dated October 22, 2013) - See Attachment C-1 of the Technical Requirements
3. Conceptual Data Plan (last dated December 19, 2013 - See Attachment C- 1 of the Technical Requirements

EXHIBIT C

PRICE SHEETS

[To be inserted]

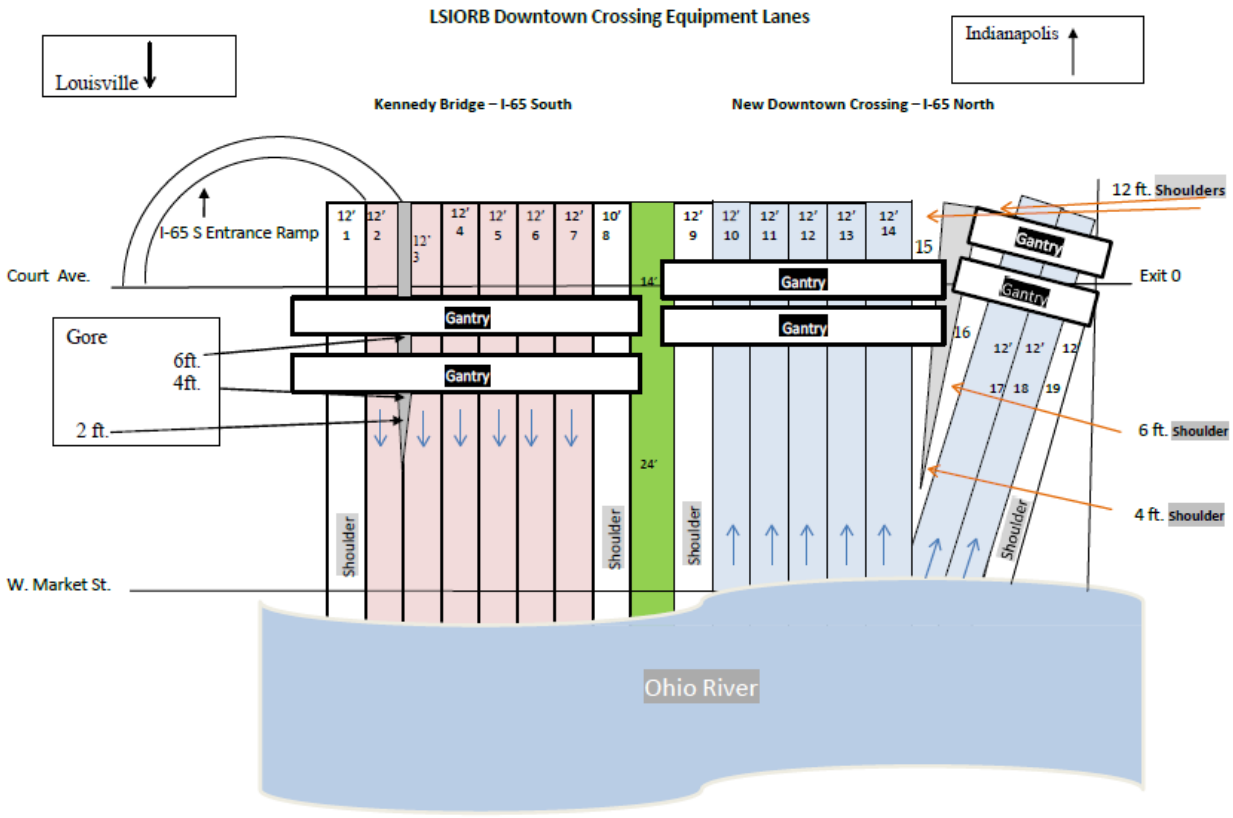
EXHIBIT D

TSP's COMMITMENTS AND CLARIFICATIONS

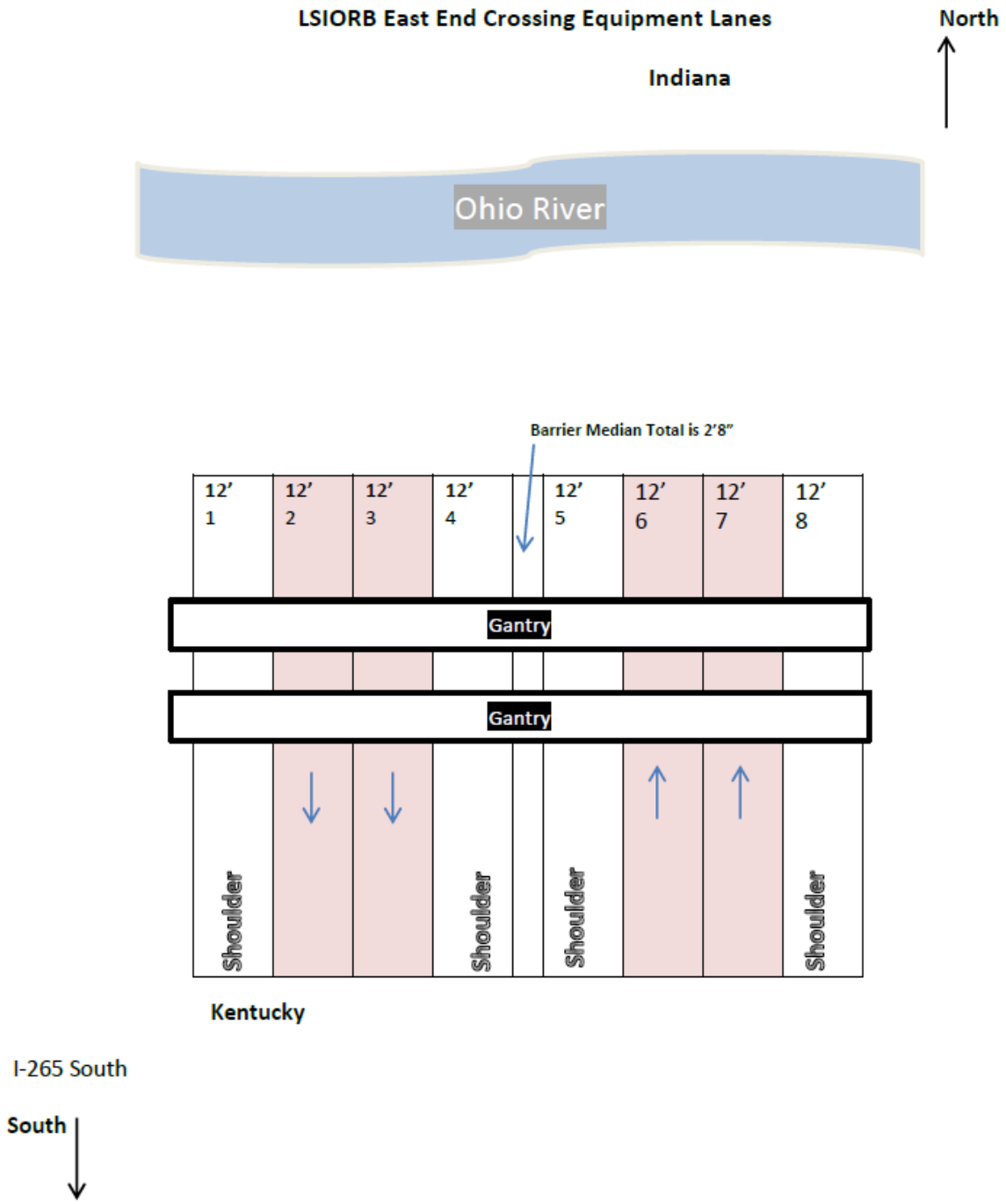
[To be inserted]

EXHIBIT E

LSIORB DOWNTOWN CROSSING EQUIPMENT LANES



This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.



4- 12' northbound equipment lanes

4 - 12' southbound equipment lanes

This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

EXHIBIT F

FEDERAL REQUIREMENTS

Exhibit Description	No. of Pages
Attachment 1 – Federal Provisions	2
Attachment 2 – FHWA Form 1273	14
Attachment 3 – Federal Prevailing Wage Rates	66

ATTACHMENT 1 TO EXHIBIT F

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION

1. GENERAL. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit F (Federal Requirements). Whenever in said required contract provisions, and those at Section 3 of Attachment 4 to this Exhibit F, references are made to:

(a) "contracting officer" or "authorized representative," such references shall be construed to mean IFA or its Authorized Representative;

(b) "contractor," "prime contractor," "bidder," "proposer," "Federal-aid construction contractor," "prospective first tier participant," or "First Tier Participant," such references shall be construed to mean Toll System Provider or its authorized representative, as may be appropriate under the circumstances;

(c) "contract" "prime contract," "Federal-aid construction contract" or "design-build contract," such references shall be construed to mean the Agreement for the Work to which this Exhibit F (Federal Requirements) applies;

(d) "subcontractor," "supplier," "vendor," "prospective lower tier participant," " lower tier prospective participant," "Lower Tier participant," or "lower tier subcontractor," such references shall be construed to mean, as appropriate, Toll System Provider or its Subcontractors for the Work to which this Exhibit F (Federal Requirements) applies; and

(e) "department," "agency," "department or agency with which this transaction originated," or "department or agency entering into this transaction," such references shall be construed to mean IFA, except where a different department or agency is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Form 1273 required contract provisions, Developer shall cause the contractor to comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that

such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to this project. Pertinent sections of said Code are incorporated within other sections of the Contract and the IFA DBE Special Provisions (Exhibit 7) adopted pursuant to 49 CFR Part 26.

CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction projects if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such prison project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

BUY AMERICA REQUIREMENTS — FHWA Federal-aid projects are subject to 23 CFR § 635.410, Buy America requirements. The provisions of 23 CFR § 635.410 are incorporated herein by reference.

ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), Developer and its Contractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Developer and Contractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), Developer and its Contractor shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Developer agrees to include this section in each Contract at each tier, without modification except as appropriate to identify the Contractor who will be subject to its provisions.

ATTACHMENT 2 TO EXHIBIT F

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government-wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

1.I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

2.II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related

regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and

termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

3.III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

4.IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

5.V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

6.VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

7.VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when

submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 7 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO EXHIBIT F

FEDERAL PREVAILING WAGE RATES

The current published Davis Bacon Act prevailing wage rates are set forth below:

See, General Decision Number IN140006 11/28/2014, IN6 – Heavy and Highway Construction, Clark County, Indiana, attached; and

See, General Decision Number: KY14100 12/05/2014 KY 100 – Highway Construction, Jefferson County, Kentucky, attached.

EXHIBIT G

FORM OF SOFTWARE SOURCE CODE ESCROW AGREEMENT

Account Number _____

This Source Code Escrow Agreement ("Agreement") is effective _____, 201_ among ___ ("Escrow Agent"), _____ ("Depositor"), and the Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, as the entity designated to procure this Agreement by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") ("Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Beneficiary have entered or will enter into a Toll Services Agreement (referred to in this Agreement as the "Contract"). Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

B. Pursuant to the Contract, Depositor has granted Beneficiary licenses to use certain software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as the same occur, but at a minimum with each payment request relating to the Installation Work, with monthly invoices for payment of the Operations and Maintenance Price, and with monthly invoices for compensation for Software maintenance services during the Software Maintenance Option Period, if any.

C. Depositor has agreed in the Contract to deposit into escrow with Escrow Agent the Software Source Code and related documentation of Software required to be delivered as part of the Work under the Contract and during the Software Maintenance Option Period, if any, including Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Agreement as the "Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Source Code except under certain limited circumstances.

E. The availability of the Source Code to Beneficiary is critical in the conduct of its business and, therefore, Beneficiary needs access to the Source Code under certain limited circumstances.

F. Depositor and Beneficiary desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the Source Code.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the Source Code.

H. The parties desire this Agreement to be supplementary to the Contract pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Beneficiary hereby engage Escrow Agent to serve as Escrow Agent for the Source Code, Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Source Code, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposits.

a. Immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Software Source Code to be used in connection with the Project with Escrow Agent.

b. Based on invoices for Payment Milestones, Depositor shall deposit the then current version of the Pre-Existing Software Source Code reflecting modifications and enhancements to such Pre-Existing Software Source Code under development by Depositor with the Escrow Agent. Depositor shall be required to submit an updated Source Code document reflecting the then current version of the Pre-Existing Software Source Code with each invoice.

c. Not later than the date a Certificate of System Acceptance is issued by the Beneficiary, Depositor shall deposit with Escrow Agent the then current approved and accepted version of the Source Code that has been developed for the Project.

d. If during any calendar month after the date a notice of System Acceptance is issued by the Beneficiary Depositor completes and installs in or for the Project any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the escrowed Source Code, it shall deposit with Escrow Agent, within 30 days after the end of such calendar month, each such modification, addition, enhancement, update, revision, upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Source Code to be deposited pursuant to Section 20.6 of the Contract, it shall deposit with Escrow Agent such additional Source Code and a modified Attachment A identifying the same within 30 days following the end of the calendar quarter in which such identification is made. All references in this

Agreement to Source Code shall include the initially deposited materials and any materials subsequently deposited pursuant to this Section 1.1(d).

e. Each deposit under subsection d. above shall be added to the existing deposit. Each deposit under subsections b. or c. above shall be listed on a modified Attachment and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

f. Notwithstanding any other provision of this Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Source Code for Off-the-Shelf Software.

1.2 Identification of Tangible Media. Prior to each delivery of the Source Code to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Source Code are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Source Code (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the Source Code. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Deposit Inspection. Within three business days after Escrow Agent receives Source Code and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Beneficiary may elect to cause a verification of the Source Code at any time in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Beneficiary. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail

a copy of Attachment A or the modified Attachment A to Depositor and Beneficiary. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Beneficiary is Beneficiary's notice that the Source Code have been received and accepted by Escrow Agent.

1.5 Depositor's Representations. Depositor represents and warrants to Beneficiary as follows:

a. Depositor lawfully possesses all of the Source Code deposited with Escrow Agent;

b. With respect to all of the Source Code, Depositor has the right and authority to grant to Escrow Agent and Beneficiary the rights as provided in this Agreement;

c. The Source Code are not subject to any lien or other encumbrance;

d. The Source Code consist of the proprietary technology and other materials identified either in the Contract or Attachment A, as the case may be; and

e. The Source Code are readable and useable in their current form or, if any portion of the Source Code is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Beneficiary shall have the right, at Beneficiary's expense, to cause a verification of any Source Code. Beneficiary shall notify Depositor and Escrow Agent of Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Source Code. If a verification is elected after the Source Code have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Beneficiary's election an independent person or company selected and supervised by Escrow Agent or Beneficiary, may perform the verification. If Beneficiary elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the Source Code and whether the Source Code are all the Source Code. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Beneficiary a written report thereon not later than 30 days after Beneficiary delivers its written request therefor. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Beneficiary elects to have an independent person or company perform the verification, then such entity shall adhere to the confidentiality requirements of the Contract.

1.7 Removal of Source Code. The Source Code may be removed and/or exchanged only on written instructions signed by both the Depositor and Beneficiary, or as otherwise provided in this Agreement.

1.8 Inspection. Beneficiary and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the Software. The party undertaking the inspection shall provide written notice (delivered by mail or facsimile with acknowledged transmission) of the pending inspection to the other party, seven calendar days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. Escrow Agent shall maintain the Source Code in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Source Code. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available or use the Source Code. Escrow Agent shall not disclose the content of this Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Source Code, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. Escrow Agent shall issue to Depositor and Beneficiary a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Agreement upon the request of any other Party.

2.3 Audit Rights. During the term of this Agreement, Depositor and Beneficiary shall each have the right to inspect the written records of Escrow Agent pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

ARTICLE 3 -- TITLE TO MEDIA

3.1 Title to Media. Title to the media, materials and documents upon which the Source Code is written or stored is vested in Beneficiary pursuant to Section 14 of the Contract, but is subject to the provisions of this Agreement on access to and release of such media, materials and documents.

3.2 Disclaimer. Depositor and Escrow Agent hereby disclaim and relinquish any title to or ownership of the media, materials and documents upon which the Source Code is

written or stored. In addition, Escrow Agent hereby disclaims and relinquishes any title to or ownership of Source Code deposited with Escrow Agent under this Agreement.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean any of the following:

a. Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 7 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Depositor, or by or against any Software Supplier as to deposited Source Code it owns (other than bankruptcy proceedings instituted by Depositor or any such Software Supplier against third parties), and, if instituted against Depositor or any such Software Supplier, are allowed against Depositor or any such Software Supplier or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution;

b. A custodian, trustee or receiver is appointed for Depositor or any such Software Supplier or any substantial part of its assets;

c. Depositor or any such Software Supplier makes or attempts to make an assignment for the benefit of creditors;

d. Depositor or any such Software Supplier generally fails to pay its debts when they are due or admits of its inability to pay its debts;

e. Depositor or any such Software Supplier fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and support obligations under the Contract;

f. The Contract is terminated in whole pursuant to its terms because of an “Event of Default”;

g. Depositor or any such Software Supplier ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract Documents; or

h. Depositor does not continue to provide updates and maintenance releases, or otherwise breaches its software maintenance and support obligations under the Software Maintenance Option during the Software Maintenance Option Period.

4.2 Filing For Release. If Beneficiary believes in good faith that a Release Condition has occurred, Beneficiary may provide to Escrow Agent written notice of the occurrence of the Release Condition and a request for the release of the Source Code. If the

Release Condition pertains only to a Software Supplier, Beneficiary's notice shall so indicate. Immediately upon receipt of such notice, Escrow Agent shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date Escrow Agent mails the notice requesting release of the Source Code, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean and be limited to the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten-day period, Escrow Agent shall send a copy to Beneficiary by commercial express mail. Additionally, Escrow Agent shall notify both Depositor and Beneficiary that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, Escrow Agent shall continue to store the Source Code without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten-day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4 Release of Deposit.

a. If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten-day period, Escrow Agent is authorized to, and shall, immediately release the Source Code to the Beneficiary. If the Release Condition pertains only to a Software Supplier, then Escrow Agent shall only release the Source Code that (a) is identified on Attachment A as owned by such Software Supplier or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Agreement shall terminate upon the release of all the Source Code held by Escrow Agent.

b. Escrow Agent shall promptly release all or any part of the Source Code at any time and from time to time upon receipt of written instructions signed by both Depositor and Beneficiary.

c. Escrow Agent shall also release the Source Code to Beneficiary at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3. If Beneficiary provides to Escrow Agent a written opinion of counsel for Beneficiary to the effect that such award, judgment or resolution is final and not appealable, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5 Right to Use Following Release. Upon release of the Source Code in accordance with this Article 4, Beneficiary shall have the right and license to use the released Source Code as provided in the Contract. Beneficiary shall be obligated to maintain the confidentiality of the released Source Code as provided in the Contract.

ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The term of this Agreement shall continue in effect unless and until this Agreement is terminated in accordance with the terms of this Article 5. This Agreement shall be terminated in the event (a) Depositor and Beneficiary jointly instruct Escrow Agent in writing that the Agreement is terminated; or (b) Escrow Agent instructs Depositor and Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Source Code are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide written notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such notice, then Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5.

5.3 Termination by Resignation. Escrow Agent reserves the right to terminate this Agreement, for any reason, by providing Depositor and Beneficiary with 90-days' written notice of its intent to terminate this Agreement. Within the 90-day period, the Depositor and Beneficiary shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent hereunder and thereupon shall provide Escrow Agent with joint written instructions authorizing Escrow Agent to forward the Source Code to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the Source Code in accordance with any such joint written instruction. If Escrow Agent does not receive said joint written instructions within 90 days of the date of Escrow Agent's written termination notice, then Escrow Agent shall have no obligation to take any action under this Agreement, except action to hold and safeguard the Source Code and transfer or dispose of Source Code following termination as provided in this Article 5.

5.4 Disposition of Source Code Upon Termination. Upon termination of this Agreement, Escrow Agent shall destroy, return, or otherwise deliver the Source Code in accordance with Depositor's and Beneficiary's joint written instructions. If there are no such joint written instructions, Escrow Agent may, at its sole discretion, commence legal action interpleading Depositor and Beneficiary, deposit the Source Code with the court in such action and otherwise handle and dispose of the Source Code in accordance with court order. In no event shall Escrow Agent have the right to destroy the Source Code or return them to Depositor absent joint written instructions to such effect or final order of a court of competent jurisdiction.

5.5 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

a. Depositor's representations and warranties (Section 1.5);

b. The obligations of safekeeping and confidentiality with respect to the Source Code set forth in Section 2.1;

c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the Source Code has occurred prior to termination;

d. The obligation to pay Escrow Agent any fees and expenses due;

e. The obligations of Escrow Agent under Section 5.4;

f. The provisions of Article 7; and

g. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- ESCROW AGENT'S FEES

6.1 Fee Payment and Schedule. Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Beneficiary. Escrow Agent shall notify Beneficiary at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2 Indemnification. Depositor and Beneficiary each agree to indemnify, defend and hold harmless Escrow Agent from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by Escrow Agent relating in any way to this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Agreement.

7.3 Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the Contract. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

a. Give Escrow Agent at least two business days' prior notice of the hearing; and

b. Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the Source Code if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Escrow Agent Representation. Escrow Agent hereby represents and warrants to Beneficiary and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the Commonwealth of Kentucky, the State of Indiana, or any other jurisdiction, except as has been specifically disclosed in writing to Beneficiary and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Beneficiary and Depositor.

8.2 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Escrow Agent is not a party to the Contract between Depositor and

Beneficiary and has no knowledge of any of the terms or provisions of the Contract except for Article 19 of the Contract regarding Dispute Resolution which Escrow Agent acknowledges having received. Escrow Agent's only obligations to Depositor or Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties, except that Attachment A need not be signed by Beneficiary and Attachment B need not be signed.

8.3 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.4 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and Beneficiary; and Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6 Regulations. Depositor and Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Source Code may be delivered in accordance with the provisions of this Agreement.

8.7 Liability. No member, officer, or employee of Beneficiary, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

Depositor	Beneficiary:
	INDIANA FINANCE AUTHORITY, on behalf of the Louisville-Southern Indiana Ohio River Bridges Joint Board
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Escrow Agent

By:_____

Name:_____

Title:_____

Date:_____

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name _____
Account Number _____
Product Name _____ Version _____
(Product Name will appear as the Exhibit A Name on Account History report)
Owner of Product _____
_____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or ____	
_____	DAT tape ____mm	
_____	CD-ROM	
_____	Data cartridge tape ____	
_____	TK 70 or ____ tape	
_____	Magnetic tape ____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.
Encryption tool name _____ Version _____
Hardware required _____
Software required _____

Other required information

_____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted Source Code have been transmitted to _____: _____ the above materials (*any exceptions are noted above*):

Signature _____
Print Name_____
Date _____

Signature _____
Print Name _____
Date Accepted _____
Exhibit A# _____

Send materials to: Escrow Agent, _____,
_____ (___) ___-____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____

Notices, deposit material returns and communications to Depositor should be addressed to:

Company Name:_____

Address:_____

_____

Designated Contact:_____

Telephone: (___) ___-____

Facsimile: (___) ___-____

E-mail:_____

Verification Contact:_____

Invoices to Depositor pursuant to Section 4.4(a) should be addressed to:

_____

_____

_____

Contact:_____

E-mail:_____

Notices and communications to Beneficiary should be addressed to:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Designated Contact: General Counsel
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

Requests from Depositor or Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Beneficiary.

Contracts, Source Code, notices, invoice inquiries and fee remittances to Escrow Agent should be addressed to:

_____
_____
_____

_____ Date:_____
_____
Telephone: (___) ___-____
Facsimile: (___) ___-____
E-mail: _____

EXHIBIT H

PASS-THROUGH COST ITEMS*

Remote Location Reimbursables
Remote Location Service Vehicle, if approved
Remote Location Service Staffing and Marketing Materials, if approved
Remote Location Service Marketing Materials, if approved
Network Reimbursables
Local Data Center Costs for Floor Space and Hosting
Connection from Equipment Cabinet to Local Data Center
Internet Connection from Data Center to BOS, Retail, Remote Locations
Warehouse Rental
Warehouse Rental and Associated Costs Within 10 Miles of WUC
Walk-Up Center – All Costs (Excluding Labor) Associated With Walk-Up Centers
Water, Sewer, Trash Pickup
Janitorial Services
Communications Cost to Space – External
Internet Services – Internal
Cable / Satellite
Security
Phone Service for Calls Other than CSRs
Other Services – Coffee, Water, Pest Control, Etc.
Construction Costs for Tenant Improvement
Other Reimbursables
Credit Card Fees
Postage
Printing Costs (paper, envelopes, and the cost of production and reproduction of hard copy documents including paper documents and the cost of CDs, USB and

flash drives, as necessary for Customer Correspondence in accordance with approved Business Rules)
Banking Fees excluding armored car services
Marketing Reimbursables
Transponder Retail Packages
Roadside
Roadside Power / Electricity

* Pass-Through Cost Items are payable to TSP on a reimbursement basis.

EXHIBIT I

[Intentionally Not Used.]

EXHIBIT J

APPROVED PROJECT SCHEDULE

[To be inserted]

EXHIBIT K

[Intentionally Not Used.]

EXHIBIT L

EQUIPMENT SUPPLIED BY ETC CONTRACTOR

The Joint Board will make the following equipment available to the Toll System Provider within 90 days after Notice to Proceed of the Toll System Provider Agreement. The Toll System Provider shall use equipment in the table below for the purposes of testing, integration and preparation for the installation, testing, and commissioning of the Toll Collection System.

After the completion of the initial delivery of this equipment to be used for integration, testing and commissioning of the equipment prior to Revenue Service, the TSP shall work with the Joint Board to order all ETC equipment for the Tolling Zones.

ETC Component	ETC Description	Initial Quantity
ETC Reader	MPR2 Non-Redundant Reader (E-ZPass Protocol, ISO 18000 6c)	6 each
Antenna Assembly	MPR2 IAG-3 Channel Kit	12 each (2 per reader)
ETC Reader Installation Kit	MPR2 Installation Kit	6 each (1 per reader)
ETC Equipment Cabinet	NEMA 4 Enclosure	6 each
Test E-ZPass Transponders	G4 TDM Test Transponders	50 each
E-ZPass Transponder Programmer	T500 TDM Programmer	1 each
E-ZPass Transponder Tester	T600 TDM Tester	1 each
Test 6C Transponders	6C Test Transponders	50 each
Test 6C Transponders	6C Programmer / Tester	1 each

EXHIBIT M

[Intentionally Not Used.]

EXHIBIT N

LIQUIDATED DAMAGES FOR PERFORMANCE
BELOW THE GUARANTEED PERFORMANCE REQUIREMENTS

The following paragraphs describe Guaranteed Performance Requirements to be met by the installed and operationally configured TCS. As specified in the Technical Requirements, the TSP shall supply the TCS, as well as develop processes and procedures for the TCS, to meet the following Guaranteed Performance Requirements at all times from and after the Revenue Service Date for each Bridge.

I. Accuracy Guaranteed Performance Requirements

Back Office System Accuracy:

As required by TR Item PR-013, the accuracy for the BOS' posting of Traffic Transactions, Financial Transactions and Event Transactions shall be no less than 99.8% for all Transactions under live operations. A correct Transaction shall occur if all data in the transaction field is accurately posted to the Back Office System, including any exceptions that are noted and available to the operator. The Back Office System Accuracy percentage shall be calculated as the ratio equal to the sum of the total number of accurate Traffic Transactions, Financial Transactions and Event Transactions posted, divided by the sum of the total number of Traffic Transactions, Financial Transactions and Event Transactions occurring in the test period for Back Office System Accuracy. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay, Performance Liquidated Damages for any month in which the actual Back Office System Accuracy percentage is less than 99.8%. Liquidated damages for such month shall be calculated by multiplying the total number of days in such month, times $500.

Monthly O&M Performance Report Accuracy:

Each Monthly Operations and Maintenance Report that TSP is required to submit pursuant to TR item TP-030 shall be accurate, complete and error-free when submitted, and shall be submitted by the date required by the Contract Documents, 100% of the time. For each Monthly Operations and Maintenance Report that is not timely submitted or that is inaccurate when submitted, pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay, Performance Liquidated Damages in an amount equal to $500 per calendar day for each calendar day elapsing from the date on which accurate submittal of the Monthly Operations and Maintenance Report is required until the date an accurate Monthly Operations and Maintenance Report is actually submitted for the relevant period.

II. Availability Guaranteed Performance Requirements

Roadside System Availability:

As required by TR Item PR-01, the Roadside System shall be available 99.5% of the time during the TCS Operations and Maintenance Term. Roadside System availability shall be separately calculated and applied to each lane. An Equipment Lane shall be "available" if all of its TCS components are properly functioning and available to collect revenue and send all Traffic Transactions and images to the BOS. Roadside System Availability for each Equipment Lane shall be calculated as the ratio of the total number of hours of time that an Equipment Lane is "available" in a calendar month to the sum of the number of hours that the Equipment Lane is available plus the number of hours that the Equipment Lane is "unavailable" in a calendar month. An Equipment Lane is "unavailable" if the lane subsystem for the Equipment Lane is not functioning properly. "Unavailable" time includes periods of time when the lane subsystem is operating in degraded mode, but does not include periods of time for scheduled maintenance or scheduled closures. Roadside System Availability is measured for each Equipment Lane for peak and off peak hours. The term "functioning properly" refers to the System's ability to operate in a manner that does not affect revenue collection or cause inconvenience or delay to customers or the Joint Board. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess and TSP shall pay to the Joint Board Performance Liquidated Damages for any calendar month in which the actual Roadside System Availability for an Equipment Lane is less than 99.5%. The percentage of actual Roadside System Availability shall be calculated separately for peak Hours and for non-peak hours. If the actual Roadside System Availability of an Equipment Lane during peak hours for a month is less than 99.5%, the Joint Board shall assess, and the TSP shall pay, Performance Liquidated Damages in the amount of $500 times the total number of days in such month. If the actual Roadside System Availability of an Equipment Lane during non-peak hours is less than 99.5%, the Joint Board shall assess, and the TSP shall pay, Performance Liquidated Damages in the amount of $100 times the total number of days in such month. Peak hours shall mean Monday through Friday from 6:00-10:00 AM and from 3:00-7:00 PM calculated based on a monthly basis. All other hours shall be "non-peak."

Back Office System Availability:

As required by TR Item PR-010, the BOS, (including the IVR and Customer Website, shall be available 99.9% of the time during the Operations and Maintenance Term. The BOS shall be "available" if it is fully functional and operational. The BOS Availability percentage shall be

calculated on a monthly basis as 100% minus a fraction, the numerator of which is the number of hours of "unavailable" time during the calendar month, and the denominator of which equals the difference between the product of the number of days in the month times 24, and the number of hours of maintenance outages approved by the Joint Board for such month. "Unavailable" time is defined as the time that the BOS is not functioning properly as specified in TR Section BO and all approved Plans that relate to the BOS. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, if the actual percentage of Back Office System Availability in a month is less than 99.9%, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages equal to $500 times the number of days in such calendar month.

CCTV System Availability

As required by TR Section PR-036, the CCTV system shall be available no less than 99% of the time. The CCTV system shall be "available" if remote users have access to the CCTV system and the ability to use and view video in near-real-time for TCS Operations. For purposes of this requirement, "near-real-time" means that the video is displayed within 2 seconds of the user requesting a camera view. The CCTV availability percentage shall be calculated on a monthly basis as 100% minus a fraction, the numerator of which is the number of hours of "unavailable" time during the calendar month, and the denominator of which equals the difference between the product of the number of days in the month times 24. "Unavailable" time is defined as the time that the CCTV system is not functioning properly as specified in TR Section AC and all approved Plans that relate to the CCTV. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, if the actual percentage of CCTV system availability in a month is less than 99.9%, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages equal to $100 times the number of days in such calendar month.

III. Timeliness Guaranteed Performance Requirements

TCS Mean Time to Respond:

As required by TR Item PR-009, TSP's mean time to respond to any "Priority 1 event" shall be not greater than four hours at all times during the Operations and Maintenance Term, measured on a monthly basis. A "Priority 1 event" is defined as any event or failure that will result in loss or ability to collect or accurately collect revenue, such as lane closures, safety hazard, or loss of traceability and loss of availability in the TCS, other than lane closures during routine or regularly scheduled maintenance times. Mean time to respond shall be calculated by dividing the total amount of time for a human acknowledgement in the System in

response to all functional service events occurring during the calendar month, by the number of functional service events that occur during the calendar month. As provided in Section 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay to the Joint Board, Performance Liquidated Damages for any calendar month in which the TSP's actual mean time to respond to functional service events in such month exceeds two hours. The Liquidated Damages shall be calculated separately for failures to respond during peak hours and non-peak Hours. If the actual mean time to respond to functional service events during peak Hours is more than four hours, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages in the amount of the product of $500 per lane times the total number of calendar days in such month. If the actual mean time to respond to functional service events during non-peak hours in a month is more than four hours, the Joint Board shall assess, and the TSP shall pay to the Joint Board, $100 per lane times the total number of calendar days in such month. Peak hours shall mean Monday through Friday from 6:00-10:00 AM and from 3:00-7:00 PM calculated based on a monthly basis. All other hours shall be non-peak hours.

Time to Load Transponder Status Files:

As required by TR Item PR-0012, home and away agency Transponder status files shall be loaded and distributed to the TCS within 2 hours of receipt. Compliance with this Guaranteed Performance Requirement shall be determined by the record of the receipt of the files from the E-ZPass Agency CSC and assessment of the status of the files, and assessment of the status of the receipt of the files delivered by the TCS to the Roadside System. If the Toll System Provider has written proof that the away Transponder status file was not sent by the away agency, or that the away agency sent a corrupted file that prevented the TSP from loading the file despite exercising all reasonable efforts to do so, the corresponding delay as a result of failure to receive the usable file shall not be counted as a failure in the calculation. Pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and TSP shall pay to the Joint Board, Performance Liquidated Damages each time that it fails to load transponder status files and distribute them to the roadside within two hours of receipt. Performance Liquidated Damages for any such failure shall be calculated as $100 for every two hour period of delay in loading a file until resolution. For example, if TSP loads files in two hours and 15 minutes, Performance Liquidated Damages will be $200, and if TSP loads files in 4 hours and 1 minute, Performance Liquidated Damages will be $400.

Time to Process Financial Transactions:

As required by TR Item PR-016, TSP shall process all payments, regardless of payment method, including adjustments, reversals, refunds and exceptions within one business day of business day closure of the day on which the Financial Transaction is initiated in the System. Compliance with this Guaranteed Performance Requirement shall be determined by calculating the average length of time for processing of all Financial Transactions to the TCS on a monthly basis, excluding non-business days. For any month in which the average time to process all payments and other Financial Transactions, regardless of payment method, including adjustments, reversals, refunds and exceptions during such month exceeds 24 hours, then pursuant to Sections 4.10.5 and 4.10.6 of the Contract, the Joint Board shall assess, and the TSP shall pay to the Joint Board, Performance Liquidated Damages in the amount of the total number of days in such month times $500.

EXHIBIT O

DRAFT CUSTODY AND REVENUE CONTROL AGREEMENT

among

[_____], as Custodian,

[_____], as Revenue Control Manager,

[_____], as Toll Operator,

and the

INDIANA FINANCE AUTHORITY

and

KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY

with respect to

LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT

Dated as of [April 1, 2015]

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 2

Section 1.01. Definitions..... 2

ARTICLE II. CASH MANAGEMENT ACCOUNTS AND MASTER CUSTODIAL ACCOUNTS 8

Section 2.01. Cash Management Accounts 8

Section 2.02. Establishment and Maintenance of Master Custodial Accounts..... 9

Section 2.03. Withdrawals and Transfers of Funds from Cash Management Accounts..... 10

Section 2.04. Withdrawals and Transfers of Funds from Certain Master Custodial Accounts 11

Section 2.05. Benefit of Master Custodial Accounts and Cash Management Accounts..... 11

Section 2.06. Security Interests and Payments..... 11

Section 2.07. Creation of Additional Master Custodial Accounts and Subaccounts..... 12

Section 2.08. Creation of Additional Operator Accounts and Subaccounts..... 12

Section 2.09. Bi-State Contribution Account..... 12

ARTICLE III. REPRESENTATIONS, WARRANTIES AND COVENANTS 12

Section 3.01. Accounting Records and Statements of Custodian..... 12

Section 3.02. Representations, Warranties and Covenants of Custodian 13

ARTICLE IV. TOLL OPERATOR DUTIES 14

Section 4.01. Duties 14

Section 4.02. Compensation for and Reimbursements to Toll Operator 15

ARTICLE V. REVENUE CONTROL MANAGER DUTIES..... 15

Section 5.01. Duties 15

Section 5.02. Compensation for and Reimbursements to Revenue Control Manager 16

ARTICLE VI. THE CUSTODIAN 16

Section 6.01. Duties 16

Section 6.02. Compensation and Reimbursement 16

Section 6.03. Waiver of Custodian Lien; Waiver of Custodian Set-off 16

ARTICLE VII. LIMITATIONS OF WAIVER AND LIABILITY 17

Section 7.01. Non-Waiver 17

Section 7.02. No Liability by the Custodian 17

ARTICLE VIII. AMENDMENT OF OR SUPPLEMENT TO THIS AGREEMENT 17

Section 8.01. Amendment or Supplement 17

ARTICLE IX. MISCELLANEOUS 18

Section 9.01. Benefits of Custody Agreement 18

Section 9.02. Successor Deemed Included in all References to Predecessor 18

Section 9.03. Content of Certificates 18

Section 9.04. Notices 19

Section 9.05. Investments 20

Section 9.06. Article and Section Headings, Gender and References 21

Section 9.07. Partial Invalidity 21

Section 9.08. Indiana Law 21

Section 9.09. Effective Date 21

Section 9.10. Execution in Counterparts 21

Section 9.11. Third-Party Beneficiaries 22

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-I" 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-I" by S&P and "Prime-1" by Moody's;

(ix) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust

company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;

(x) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $5 million; and

(xi) money market funds rated "Aam" or "Aam-G" by S&P, which funds may be funds of the Trustee or its affiliates.]

"Fee Revenue Account" means the Master Custodial Account by that name established pursuant to Section 2.02(c) hereof.

"Fees" means fines, penalties, administrative fees, charges or other costs charged to a User in connection with a Toll or Toll collections and violation other than Tolls.

"Financial Transaction" means a transaction reflected on the ledger of the Toll Operator reflecting a Toll or Fee due from a Customer and payment of a Toll or Fee by a Customer.

"Financing Documents" means the IFA Project Trust Agreement and the Kentucky Bond Indenture.

"Gross Customer Deposits" means the amount of a gross Customer Deposit prior to the deducting of fees charged by a financial institution for credit or debit card transaction or account withdrawal.

"IFA" means the Indiana Finance Authority.

"IFA Project Trust Agreement" means the agreement by that name dated as of December 27, 2012 between the IFA and the IFA Project Trustee.

"IFA Project Trustee" means U.S. Bank National Association, as trustee, its successors and assigns.

"Indiana Revenue Share" has the meaning set forth in the Development Agreement.

"Indiana Revenue Share Account" has the meaning set forth in Section 2.02(f).

"Interlocal Agreement" has the meaning set forth in the Recitals hereto.

"Interoperable Customer Revenues Account" has the meaning set forth in Section 2.02(b).

“Joint Board” means the entity by that name established under the Interlocal Agreement and the Development Agreement.

“KPTIA” means the Kentucky Public Transportation Infrastructure Authority.

“Kentucky Bond Indenture” means the KPTIA 2013 General Trust Indenture between KPTIA and the Kentucky Bond Trustee dated as of _____, 2013 pursuant to which the Revenue Bonds and the Kentucky TIFIA Loan were issued.

“Kentucky Bond Trustee” means The Bank of New York Mellon Trust Company, N.A., its successor and assigns.

“Kentucky Revenue Share” has the meaning set forth in the Development Agreement.

“Kentucky Revenue Share Account” has the meaning set forth in Section 2.02(g).

“Master Custodial Account” has the meaning set forth in Section 2.02.

“Other Revenues” means all Toll Revenues, including Tolls and Fees, other than Prepaid Tolls and Third Party Transponder Revenues.

“Other Revenues Account” has the meaning set forth in Section 2.01(b).

“Person” means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or governmental instrumentality or entity.

“Post-Pay Toll Revenues Account” has the meaning set forth in Section 2.02(d).

“Prepaid Customer Accounts” means Customer Accounts on a ledger maintained by the Toll Operator reflecting prepaid Customer Deposits showing balances of each customer available to apply to the payment of a Toll upon use of the Project.

“Prepaid Tolls” means Customer Deposits which have become Toll Revenues by virtue of a use or uses of the Project.

“Prepaid Tolls Account” has the meaning set forth in Section 2.02(a).

“Project” means the Louisville-Southern Indiana Ohio River Bridges Project.

“Rating Agency” means any of Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., Moody’s Investors Service, Inc., or Fitch Investors Service, Inc. or any other entity providing similar services and having comparable market recognition, or any of their respective successors.

“Revenue Bonds” means bonds or notes issued by KPTIA under the Kentucky Bond Indenture, including bonds evidencing any TIFIA loans.

"Revenue Control Manager" means [_____], its successors and assigns, who shall perform the functions and fulfill the duties therefor set forth in this Agreement and in the Revenue Manager Procurement.

"Revenue Manager Procurement" means the toll oversight advisor procurement, undertaken by KYTC on behalf of the Joint Board, including its Revenue Manager Services Agreement with the Revenue Control Manager and any successor procurement.

"Third-Party Transponder Issuer" means any Person, other than the Toll Operator or Joint Board (or any member entity acting on behalf of the Joint Board), that has issued a Transponder to a User and that participates with the Joint Board (or any member entity acting on behalf of the Joint Board) in interoperability protocols, agreements and arrangements, including clearinghouse arrangements.

"Third-Party Transponder Revenues" means amounts received by the Toll Operator or Custodian for deposit into the Interoperable Customer Revenues Account from a Third-Party Transponder Issuer in consideration for the use of the Project by Users that have been issued a valid transponder by the Third-Party Transponder Issuer and which transponder has a valid status at the time that the Project was used.

"Toll Operator" means the initial Toll Services Provider under the Toll Services Agreement, its successors and assigns, and subsequent entities performing those functions under successor Toll Services Agreements.

"Toll Revenues Account" has the meaning set forth in Section 2.02(e).

"Toll Revenues" means the gross amount of all Tolls and Fees, collected through a collection and enforcement process with respect to the Project and shall also mean Toll Revenues as defined in the Development Agreement.

"Toll Services Agreement" means a toll operations agreement by that name entered into from time to time between or on behalf of the Joint Board and a Toll Operator, and initially shall mean the Toll Services Agreement dated as of [August 1, 2014].

"Tolls" means the charged assessed a User in connection with a crossing of one of the bridges comprising the Project.

"Tolls Due to Interoperable Agencies Account" has the meaning set forth in Section 2.02(h).

"Transponder" means a device issued by the Toll Operator, the Joint Board (or any member entity acting on behalf of the Joint Board) placed in or on a User's vehicle in order to link it to the User's account with the applicable Transponder Issuer.

"Transponder Holder" means a User (i) who holds a valid Transponder issued by the Toll Operator, the Joint Board (or any member entity acting on behalf of the Joint Board) or (ii) who has established another prepaid license plate or video tolling account for the Project.

"Transponder Issuer" means the Toll Operator, on behalf of the Joint Board, or the Joint Board or any member entity acting on behalf of the Joint Board, or any applicable Third-Party Transponder Issuer, as the case may be.

"Trustee" or "Trustees" means either or both, as the case may be, of the IFA Project Trustee or the Kentucky Bond Trustee.

ARTICLE II.

CASH MANAGEMENT ACCOUNTS AND MASTER CUSTODIAL ACCOUNTS

Section 2.01. Cash Management Accounts. The following cash management accounts (each a "Cash Management Account") shall be established and maintained by the Custodian and held for the benefit of IFA and KPTIA, as lockbox or electronic lockbox accounts, pending transfers or refunds as described in this Agreement.

(a) Customer Deposits Account. There is hereby established a Cash Management Account designated the "Customer Deposits Account." The Custodian shall deposit all Customer Deposits received by the Custodian (directly or through the Toll Operator) into the Customer Deposits Account. Neither Trustee, nor IFA, nor KPTIA shall have any claim on moneys on deposit in the Customer Deposits Account prior to the time if and when such moneys become Prepaid Revenues.

The Toll Operator shall maintain a ledger account showing Prepaid Customer Accounts for each Customer upon receipt of the initial Customer Deposit. Each Customer Deposit shall be credited on such ledger account with a balance equal to the Gross Customer Deposit, and the Customer shall be entitled to apply the Gross Customer Deposit against future Tolls due and payable.

(b) Other Revenues Account. There is hereby established a Cash Management Account designated the "Other Revenues Account." The Custodian shall deposit moneys received by the Custodian (directly or through the Toll Operator) representing payments of Fees and Tolls, other than Prepaid Tolls and Third Party Transponder Revenues, into such account.

(c) Bi-State Contribution Account. There is hereby established a Cash Management Account to be held by the Custodian designated the "Bi-State Contribution Account" into which shall be deposited any contributions made by States' Parties pursuant to Section 2.03(e).

Section 2.02. Establishment and Maintenance of Master Custodial Accounts. The following custodial accounts (each, a "Master Custodial Account") shall be established and maintained by the Custodian and all funds received by the Custodian in connection with the Project shall be allocated and deposited into the respective Master Custodial Accounts as set forth herein:

(a) Prepaid Tolls Account. There is hereby established a Master Custodial Account designated the "Prepaid Tolls Account." Pursuant to subsection 2.03(a) below, the Custodian shall transfer all available Prepaid Tolls from the Customer Deposits Account to all the Prepaid Tolls Account, pursuant to a Daily Reconciliation Certificate of the Toll Operator.

(b) Interoperable Customer Revenues Account. There is hereby established a Master Custodial Account designated the "Interoperable Customer Revenues Account." Pursuant to Section 2.03(b) below, the Custodian shall deposit (or caused to be deposited), all Third Party Transponder Revenues received by the Custodian (directly or through the Toll Operator) into the Interoperable Customer Revenues Account, pursuant to a Daily Reconciliation Certificate.

(c) Fee Revenues Account. There is hereby established a Master Custodial Account designated the "Fee Revenues Account." Pursuant to Section 2.03(c) below, the Custodian shall transfer moneys in the Other Revenues Account representing collections of Fees for deposit to the Fee Revenues Account, pursuant to a Daily Reconciliation Certificate.

(d) Post-Pay Toll Revenues Account. There is hereby established a Master Custodial Account designated the "Post-Pay Toll Revenues Account." Pursuant to Section 2.03(c) below, the Custodian shall transfer moneys in the Other Revenues Account representing collections of Tolls, other than Prepaid Tolls and Third Party Transponder Revenues for deposit to the Post-Pay Toll Revenues Account, pursuant to a Daily Reconciliation Certificate.

(e) Toll Revenues Account. There is hereby established a Master Custodial Account designated the "Toll Revenues Account." The Custodian shall, upon instruction from the Revenue Control Manager in the form of a Bi-Monthly Confirmation Certificate, debit (i) the Prepaid Tolls Account, (ii) the Interoperable Customer Revenues Account and (iii) the Fee Revenues Account and the Post-Pay Revenues Account in order to effect deposits into the Toll Revenues Account of Toll Revenues received from Users of the Project.

(f) Indiana Revenue Share Account. There is hereby established a Master Custodial Account designated the "Indiana Revenue Share Account." The Custodian shall transfer the Indiana Revenue Share from the Toll Revenues Account into the Indiana Revenue Share Account on the 15th day and the last day of each calendar month, or if any such day is not a Business Day, the immediately preceding Business Day.

(g) Kentucky Revenue Share Account. There is hereby established a Master Custodial Account designated the "Kentucky Revenue Share Account." The Custodian shall transfer the Kentucky Revenue Share from the ORB Toll Revenues Account into the Kentucky Revenue Share Account on the 15th day and the last day of each calendar month, or if any such day is not a Business Day, the immediately preceding Business Day.

(h) Tolls Due to Interoperable Agencies Account. There is hereby established a Master Custodial Account designated the "Tolls Due to Interoperable Agencies Account". The Custodian shall (upon instruction from the Toll Operator in the form of a Daily Reconciliation Certificate), transfer moneys from the Customer Deposits Account to such account for use as provided in Section 2.04(a).

Section 2.03. Withdrawals and Transfers of Funds from Cash Management Accounts.

(a) On each Business Day, moneys in the Customer Deposits Account which have become Prepaid Tolls, as certified by the Toll Operator in its Daily Reconciliation Certificate, shall be transferred by the Toll Operator to the Custodian for deposit to the Prepaid Tolls Account, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(b) On each Business Day, moneys in the Customer Deposits Account which are due and payable to a Third Party Transponder Issuer, as certified by the Toll Operator in its Daily Reconciliation Certificate delivered to the Custodian and the Revenue Control Manager, shall be transferred by the Toll Operator to the Tolls due to Interoperable Agencies Account, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(c) On each Business Day, moneys in the Other Revenues Account shall be transferred by the Custodian for deposit in (i) the Fee Revenues Account and (ii) the Post-Pay Revenues Account, pursuant to the Daily Reconciliation Certificate delivered by the Toll Operator to the Custodian and the Revenue Control Manager, subject to subsequent confirmation by the Revenue Control Manager with a Bi-Monthly Confirmation Certificate.

(d) In the event the Toll Operator anticipates that moneys in any Prepaid Customer Account will become within the next sixty days insufficient to make the transfers required under Section 2.02(h), it shall notify the States' Parties that deposits will be required and the respective amounts thereof (calculated on a pro rata basis between the States), for the Bi-Monthly Contribution Account.

Section 2.04. Withdrawals and Transfers of Funds from Certain Master Custodial Accounts.

(a) Moneys shall be transferred from the Prepaid Tolls Account, the Interoperable Customer Revenues Account, the Fee Revenues Account and the Post-Pay Toll Revenues Account to the Toll Revenues Account as provided in Section 2.02(a)-(d) and (h), as the case may be.

(b) Moneys shall be transferred from the Toll Revenues Account to the Indiana Revenue Share Account and the Kentucky Revenue Share Account as provided in Section 2.02(e).

(c) On the first Business Day of each month, the Custodian shall transfer funds on deposit in the Indiana Revenue Share Account to the IFA Project Trustee, as provided in Section 2.02(f).

(d) On each month, the Custodian shall transfer funds on deposit in the Kentucky Revenue Share Account to the Kentucky Bond Trustee, as provided in Section 2.02(g).

Section 2.05. Benefit of Master Custodial Accounts and Cash Management Accounts. The Custodian covenants and agrees that all funds, when and as received by the Custodian and designated or otherwise directed for deposit into the Master Custodial Accounts and Cash Management Accounts will be received and held by the Custodian for the benefit of the IFA and, KPTIA and, to the extent provided herein, the Trustees hereunder, and will be deposited by the Custodian in the designated Accounts as provided herein. All funds delivered to the Custodian for deposit into such Accounts shall be disbursed, allocated and applied by the Custodian as provided herein, and accounted for separately and apart from all other money, funds, accounts or other resources of the Custodian. The Custodian does not have any interest in the Master Custodial Accounts and Cash Management Accounts but is serving as custodian of the same for KPTIA and IFA and to the extent provided herein, the Trustees. For the benefit of each Trustee, IFA and KPTIA acknowledge and agree that the custodial arrangements evidenced by this Agreement are for the purposes of facilitating the collection and disbursement of Toll Revenues that accrue from the operation of the Project for the purpose of paying all or a portion of the financing obligations incurred by IFA and KPTIA with respect to the Project under the Financing Documents.

Section 2.06. Security Interests and Payments.

(a) Security Interest of Secured Parties. The Custodian acknowledges that the Trustees are secured parties for Toll Revenues collected pursuant to this Agreement.

(b) No Other Security Interests. Except with respect to their rights hereunder, IFA and KPTIA confirm that they have not and will not grant any security interest in their rights under this Agreement to any Person other than the

Trustees. The Custodian hereby confirms that (i) it has no knowledge that IFA and KPTIA have created or suffered to exist any pledge or assignment of, lien on, or security interest in their rights under this Agreement (other than security interests contemplated by Section 2.07(a)), and (ii) if either at any time receives a written notice from any Person regarding any claim to the funds held by the Custodian under this Agreement, the Custodian will promptly notify IFA, KPTIA and the Trustees of such claim.

Section 2.07. Creation of Additional Master Custodial Accounts and Subaccounts. The Custodian shall, at the written direction of [Revenue Control Manager], establish such additional Master Custodial Accounts or subaccounts within any of the Master Custodial Accounts established under this Agreement as shall be specified in such written direction of [Revenue Control Manager], for the purpose of identifying more precisely the sources of payments into and disbursements from such accounts and subaccounts; but the establishment of any such additional accounts or subaccounts shall not alter or modify any of the requirements of this Agreement with respect to the deposit or use of the moneys in any Master Custodial Account established hereunder.

Section 2.08. Creation of Additional Operator Accounts and Subaccounts. The Custodian shall, at the written direction of [Revenue Control Manager], establish such additional Cash Management Accounts or subaccounts within any of the Cash Management Accounts established under this Agreement as shall be specified in such written direction of [Revenue Control Manager], for the purpose of identifying more precisely the sources of payments into and disbursements from such accounts and subaccounts; but the establishment of any such additional accounts or subaccounts shall not alter or modify any of the requirements of this Agreement with respect to the deposit or use of the moneys in any Cash Management Account established hereunder.

Section 2.09. Bi-State Contribution Account. In the event that funds on deposit in the Customer Deposits Account allocable to a principal customer account are not insufficient to make a transfer required under Section 2.03(e) hereof, the Toll Operator shall direct the Custodian to apply moneys on deposit in the Bi-State Contribution Account to satisfy such deficiency.

ARTICLE III.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. Accounting Records and Statements of Custodian. The Custodian will keep proper accounting records in which complete and correct entries shall be made of all transactions made by it relating to the receipt, deposit and disbursement of funds into the Master Custodial Accounts and Cash Management Accounts, and any other funds received by Custodian hereunder and such accounting records shall be available for inspection by IFA, KPTIA[, the Revenue Control Manager and the Toll Operator] on any Business Day upon reasonable written notice at reasonable hours and

under reasonable conditions prescribed by the Custodian. On each Business Day, the Custodian will furnish to IFA, KPTIA[, the Revenue Control Manager and the Toll Operator] a statement covering all receipts of the Custodian for deposit into the Master Custodial Accounts and Cash Management Accounts and all transfers from and into the Master Custodial Accounts and Cash Management Accounts and disbursements from the Master Custodial Accounts and Cash Management Accounts for the preceding Business Day. Such statements will identify all individual payments received by the Custodian for deposit to the Master Custodial Accounts and Cash Management Accounts, including the amount and source of payment. The Custodian will keep a copy of all records and statements required under this Agreement for a period of seven (7) years or such other period based on the Custodian's record retention policies as reasonably approved by the Toll Operator.

The Custodian shall comply with all requirements of the State of Indiana, Commonwealth of Kentucky and federal laws relating to maintaining the confidentiality of all customer account information.

Section 3.02. Representations, Warranties and Covenants of Custodian. The Custodian hereby represents and warrants and covenants the following in respect of the Master Custodial Accounts:

(a) Custodian as Securities Intermediary. The Custodian is acting as securities intermediary (as defined in [Section 8102(a)(14)] of the Indiana Commercial Code) in connection with the Master Custodial Accounts and Cash Management Accounts.

(b) Securities Account. Each Master Custodial Account and Cash Management Account has been, or will be when required, established in the manner contemplated by this Agreement and will be a "securities account" as defined in [Section 8501] of the Indiana Commercial Code.

(c) Financial Asset. Each item of property (whether investment property, financial asset, security, instrument, cash or other property) credited to any Master Custodial Account and Cash Management Account shall be treated as a ''financial asset" within the meaning of [Sections 8102(a)(9) and 8103] of the Indiana Commercial Code, and all such financial assets (except cash) credited to any Master Custodial Account and Cash Management Account will be registered in the name of the Custodian, endorsed to the Custodian or in blank or credited to another securities account maintained in the name of the Custodian and in no case will any financial asset credited to any Master Custodial Account and Cash Management Account be registered in the name of the Toll Operator or any other Person, payable to the order of the Toll Operator or any other Person, or specially endorsed to the Toll Operator or any other Person.

(d) Jurisdiction of Custodian as Securities Intermediary. For purposes of [Section 8110(e)] of the Indiana Commercial Code, the jurisdiction of the

Custodian, in its capacity as securities intermediary in respect of the Master Custodial Accounts and Cash Management Accounts, is the State of Indiana.

(e) Entitlement Holders. The sole entitlement holder[s] for each Master Custodial Account and Cash Management Accounts shall be IFA[, KPTIA and the Trustees], provided that in exercising any rights as entitlement holders, IFA[, KPTIA and the Trustees] shall be limited by the provisions herein included for the benefit of the Trustees, including the rights of Trustees to deliver a Certificate of Certificate of Trustee, as applicable, as herein described.

(f) Entitlement Orders. The Custodian shall promptly make the deposits, withdrawals, and payments contemplated to be made into or from the Master Custodial Accounts and Cash Management Accounts. For purposes of this Agreement, the Custodian shall treat each Certificate of IFA, Revenue Control Manager, Toll Operator, KPTIA or a Trustee contemplated hereby as an entitlement order (within the meaning of [Section 8102(a)(7)] of the Indiana Commercial Code) relative to the Master Custodial Accounts and Cash Management Accounts, but only to the extent the instructions included in such entitlement order are consistent with the terms of this Agreement relating to the withdrawal and use of funds on deposit in the Master Custodial Accounts and Cash Management Accounts. The Custodian shall be entitled to rely on such entitlement orders in order to effect the payments to be made to the Trustees hereunder, provided that the instructions included in such entitlement orders are consistent with the terms of this Agreement relating to the withdrawal and use of funds in the Master Custodial Accounts and Cash Management Accounts.

ARTICLE IV.

TOLL OPERATOR DUTIES

Section 4.01. Duties. In addition to duties set forth in the Toll Services Agreement, the Toll Operator shall:

(a) maintain a ledger or ledgers (including sub-ledgers) showing all Financial Transactions and Data Transactions with respect to the Project, including:

(i) record of Customer Deposits,

(ii) record of electronic Toll collections,

(iii) record of Tolls due from other tolling agencies for LSIORB customers use of their facilities,

(iv) record of open post-pay Customer Accounts, and

(v) record of Customer refunds.

(b) maintain a ledger or ledgers (including sub-ledgers) regarding activity with respect to all Customer Accounts.

(c) maintain ledger or ledgers (including sub-ledgers) in Prepaid Customer Accounts showing available balances for application to Tolls due.

(d) perform daily reconciliation of Financial Transactions and Data Transactions with respect to Customer Accounts.

(e) deliver Daily Reconciliation Certificates with respect to transfers to and from Cash Management Accounts and Master Custodial Accounts in accordance with the reconciliations described in paragraph (d) above, and as required under Section 2.02(a)-(d), (h) and 2.03(d).

(f) deliver such other Certificates as required to provide the directions specified in Article II hereof.

(g) cooperate with the Revenue Control Manager in the performance of the latter's duties.

(h) perform daily roll forward of ledger balances from all Master Custodial Accounts [and Cash Management Accounts].

Section 4.02. Compensation for and Reimbursements to Toll Operator. Compensation for and reimbursement to the Toll Operator shall be as provided under the Toll Services Agreement, in accordance with and in the manner set forth therein.

ARTICLE V.

REVENUE CONTROL MANAGER DUTIES

Section 5.01. Duties. The Revenue Control Manager shall:

(a) confirm that fiscal records of the Joint Board are available for inspection, review, copying, or audit by representatives of the State of Indiana and/or the Commonwealth of Kentucky, or by other personnel authorized by the Joint Board;

(b) prepare twice-monthly internal reports to the Joint Board on the flow of funds managed by the Toll Operator on all Cash Management Accounts and Master Custodial Accounts;

(c) provide Bi-Monthly Confirmation Certificates as required in Section 2.02 hereof;

(d) maintain an accounting of Toll transactions, as well as Tolls payable and Tolls receivable tracking activity and balances; and

(e) provide monthly reporting of Toll Revenues, Tolls receivable and Tolls payable.

Section 5.02. Compensation for and Reimbursements to Revenue Control Manager. Compensation for and reimbursement to the Revenue Control Manager shall be as provided under the Revenue Manager Procurement, in accordance with and in the manner set forth therein.

ARTICLE VI.

THE CUSTODIAN

Section 6.01. Duties.

(a) The Custodian accepts the duties, covenants and obligations of the Custodian expressly provided in this Agreement upon the terms and conditions set forth in this Agreement, and no duty, covenant or obligation shall be implied herein or therein against the Custodian. The Custodian accepts the duties, covenants and obligations of the Custodian expressly provided in this Agreement upon the terms and conditions set forth in this Agreement, and no duty, covenant or obligation shall be implied herein or therein against the Custodian.

(b) The Custodian shall:

(i) open and maintain all accounts described in this Agreement;

(ii) provide the Revenue Control Manager and the Toll Operator access to appropriate records of accounts through the designated accounting system; and

(iii) coordinate with the Revenue Control Manager, the Toll Operator, and the Joint Board as necessary; and

Section 6.02. Compensation and Reimbursement. Compensation for and reimbursements to the Custodian shall be as provided under the Custodial Procurement, in accordance with and in the manner set forth therein.

Section 6.03. Waiver of Custodian Lien; Waiver of Custodian Set-off. The Custodian waives any security interest, lien or right to make deductions or setoffs that it may now have or hereafter acquire in or with respect to the Master Custodial Accounts and Cash Management Accounts, any financial asset credited thereto or any security entitlement in respect thereof (except as expressly set forth in the parenthetical phrase in the immediately succeeding sentence). Neither the financial assets credited to the Master Custodial Accounts and Cash Management Accounts nor the security entitlements in respect thereof will be subject to deduction, set-off, banker's lien, or any other right in favor of any person (except that the Custodian may set-off funds in any Master Custodial Account to pay the face amount of any checks or automated

clearinghouse transactions that have been credited to any of the Master Custodial Accounts and Cash Management Accounts but are subsequently returned unpaid or reversed because of uncollected or insufficient funds).

ARTICLE VII.

LIMITATIONS OF WAIVER AND LIABILITY

Section 7.01. Non-Waiver. A waiver of any default or breach of duty or contract by the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Custodian, IFA, Revenue Control Manager or the Toll Operator to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Custodian, IFA, KPTIA, Revenue Control Manager or the Toll Operator. If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned, then the Custodian, IFA, KPTIA, the Toll Operator, Revenue Control Manager and Trustees shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.02. No Liability by the Custodian. The Custodian will have no obligation or liability to any Person with respect to the performance by IFA, KPTIA, Revenue Control Manager or Toll Operator, as the case may be, required to be performed by IFA, Revenue Control Manager or Toll Operator, as the case may be, contained herein or in any other agreement to which it is a party.

ARTICLE VIII.

AMENDMENT OF OR SUPPLEMENT TO THIS AGREEMENT

Section 8.01. Amendment or Supplement. No amendment of or supplement to this Agreement shall be valid or effective unless in writing signed by IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Custodian with notice thereof given to the Trustees and KPTIA and, if such amendment or supplement would adversely affect the rights of any Trustee under this Agreement or any other agreement to which IFA, the Toll Operator, the Revenue Control Manager and KPTIA are parties, the prior written consent of such Trustee, if applicable. The Custodian shall not be obligated to determine whether an amendment or supplement would materially adversely affect the rights of any Trustee. In executing any amendment or supplement to this Agreement without the written consent of KPTIA or any Trustee, the Custodian shall be entitled to receive, and shall be fully protected in relying upon, Certificates of IFA, the Toll Operator, the Revenue Control Manager and KPTIA and opinion of counsel

stating that the execution of such amendment or supplement is authorized and permitted by this Section 8.01; but such right to rely, and such Certificate, shall have not be determinative of whether the amendment or supplement is valid or effective without such written consent.

ARTICLE IX.

MISCELLANEOUS

Section 9.01. Benefits of Custody Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than IFA, the Toll Operator, the Revenue Control Manager and KPTIA, the Custodian and the Trustees, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Custodian hereunder shall be for the sole and exclusive benefit of IFA, KPTIA, the Toll Operator, the Revenue Control Manager and the Trustees.

Section 9.02. Successor Deemed Included in all References to Predecessor. Whenever any Person or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in such Person or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of such Person or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.03. Content of Certificates.

(a) Every Certificate with respect to compliance with any agreement, condition, covenant or term contained herein shall include (i) a statement that the individuals signing and delivering such Certificate have the authority to do so and have read such agreement, condition, covenant or term and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

(b) Any Certificate may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the Person or individual making or giving such certificate knows that the opinion of counsel with respect to the matters upon which such certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information in the possession of IFA, KPTIA, the Toll Operator, the Revenue

Control Manager or the Custodian, upon a representation by an officer or officers of IFA, KPTIA, the Toll Operator, the Revenue Control Manager or the Custodian unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 9.04. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and mailed via certified mail (return receipt requested), telecopied (with written confirmation of receipt) or delivered (via courier service) as follows:

If to IFA:

One North Capitol, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director of the State of Indiana

If to KPTIA:

_____
_____
_____
_____

If to the Toll Operator:

_____
_____
_____
_____

If to the Custodian:

_____
_____
_____
_____

If to the Revenue Control Manager:

_____
_____
_____
_____

If to the Kentucky Bond Trustee:

_____
_____
_____
_____

If to the IFA Project Trustee:

_____
_____
_____
_____

Section 9.05. Investments.

(a) Amounts in each Cash Management Account [shall remain uninvested] [shall be invested in instruments described in clause (xi) of Eligible Instruments thereof].

(b) Amounts on deposit in each Master Custodial Account pursuant to this Agreement shall be invested in Eligible Investments that will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. All Eligible Investments shall be made in accordance with written directions that IFA and KPTIA jointly give from time to time to the Custodian. The Custodian may act as principal or agent in the acquisition or disposition of any such investment. The Custodian shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section 9.05. The Custodian is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. The Custodian may make any and all investments through its own bond or securities department or the bond or securities department of any affiliate of the Custodian.

(c) The Custodian may sell or present for prepayment any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Custodian shall not be liable or responsible for any losses resulting from any such investment sold or presented for prepayment.

(d) The Custodian may conclusively rely that any investment directed by IFA and KPTIA jointly is an Eligible Investment as required by this Agreement. The Custodian may act as depository, manager, advisor or sponsor with regard to any Eligible Investment.

(e) If either IFA or KPTIA receives brokerage confirmations of security transactions as they occur, it shall forward such confirmations to the Custodian. The Custodian shall furnish the Parties hereto monthly cash transaction statements as provided herein that include detail for all investment transactions made by the Custodian hereunder.

(f) In computing the amount in any Master Custodial Account, Eligible Investments shall be valued at market value, exclusive of accrued interest. The Custodian shall perform such valuation no more frequently than monthly.

(g) If at any time after investment therein an Eligible Investment ceases to meet the criteria set forth in the definition of Eligible Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Eligible Investment shall be sold or liquidated; provided Custodian shall not be responsible for determining whether such Eligible Investment has ceased to meet the criteria therefor and shall rely on instructions received by IFA and KPTIA jointly with respect such investments.

(h) Investment earnings and profit on amounts and investments held in the Master Custodial Accounts and Cash Management Accounts shall be deposited, when earned, into the Toll Revenues Account.

(i) To the extent relevant to any Account, IFA and KPTIA jointly shall be entitled to direct the Custodian with respect to the voting of any financial assets credited to such Accounts. In the absence of voting directions, the Custodian shall not be obligated to vote.

Section 9.06. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.07. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of IFA, KPTIA, a Secured Party, the Toll Operator, the Revenue Control Manager or the Custodian shall be contrary to law, then such agreement or agreements, such condition or conditions such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof.

Section 9.08. Indiana Law. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana.

Section 9.09. Effective Date. This Agreement shall become effective upon the date of its execution and delivery.

Section 9.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall

constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 9.11. Third-Party Beneficiaries. To the extent this Agreement confers upon or gives or grants to any Trustee any right, remedy or claim under or by reason of this Agreement, each such person is hereby explicitly recognized as being an intended, direct third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first written above.

_____, as Custodian

By: _____

Name: _____

Title: _____

_____, as Revenue Control Manager

By: _____

Name: _____

Title: _____

_____, as Toll Operator

By: _____

Name: _____

Title: _____

Signature Page to the Custody and Revenue Control Agreement for the Ohio River Bridges Project

INDIANA FINANCE AUTHORITY

By: _____
_____, Chairman

ATTEST:

_____
Kendra W. York, Public Finance Director
of the State of Indiana

KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY

By: _____

Name: _____

Title: _____

Signature Page to the Custody and Revenue Control Agreement for the Ohio River Bridges Project

Consented to and accepted by:

U.S. BANK NATIONAL ASSOCIATION, as Indiana Project Trustee

By: _____

Name: _____

Title: _____

Signature Page to the Custody and Revenue Control Agreement for the Ohio River Bridges Project

Consented to and accepted by:

_____, as
Kentucky Bond Trustee

By: _____

Name: _____

Title: _____

Signature Page to the Custody and Revenue Control Agreement for the Ohio River Bridges Project

EXHIBIT P

FORM OF PERFORMANCE BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA"), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars ($_____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, if the Principal shall indemnify and save harmless the Principal, its directors, officers and agents, as therein

stipulated, and if the Principal shall reimburse upon demand of the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages, stipulated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

5. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

6. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Contract (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and the Joint Board, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are)

liable hereunder, the bonded sum.

7. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Principal designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ on this _____ day of _____, A.D., 20__.

Principal (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

Surety (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT Q

FORM OF PAYMENT BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA") as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars ($_____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Contract, whether said labor be performed and said materials and supplies be furnished under the original Contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be

performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

4. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Principal designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ _____ on this _____ day of_____, A.D., 20__.

Principal (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

Surety (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT R

FORM OF WARRANTY BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Toll Project]

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA"), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Contract bearing the date of _____ (the "Contract") to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition to System Acceptance (as defined in the Contract), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents after System Acceptance, including payment of claims, subcontractors, suppliers, materialmen and mechanics, as a condition to release of the Performance Bond and Payment Bond by Obligee;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars **($_____) *[insert 20% of Performance Bond amount]*** good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, including without limitation the fulfillment of all Warranties, and payment of

claims, subcontractors, materialmen and mechanics, and if the Principal shall indemnify and save harmless the Joint Board, its directors, officers and agents, as therein stipulated, and if the Principal shall reimburse upon demand of the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

5. This Bond shall inure to the benefit of all subcontractors, suppliers, materialmen and mechanics with respect to the work, other than entities having an equity interest in Principal, so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

7. The guarantees contained herein shall survive System Acceptance.

8. Whenever Principal shall fail to pay the lawful claims of any of the Persons identified in Item 5 above, with respect to the Work, then Surety shall pay for the same in an amount not to exceed the bonded sums.

9. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Agreement (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such

contractor or contractors and the Joint Board, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the bonded sum.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Principal designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ _____ on this _____ day of_____, A.D., 20__.

Principal (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

Surety (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT S-1

FORM OF MAINTENANCE PERFORMANCE BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA"), as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition of System Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) during the Maintenance Term;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars ($_____) ***[Insert 100% of the then applicable 1 year Maintenance Price]*** good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, if the Principal shall indemnify and save harmless the Joint Board, its directors, officers and agents, as therein stipulated, and if the Principal shall reimburse upon demand of

the Joint Board any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The obligations covered by this Bond specifically include liability for liquidated damages, stipulated damages and warranties as specified in the Contract, but not to exceed the bonded sum.

4. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

5. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

6. The guarantees contained herein shall survive the expiration or termination of the Maintenance Term with respect to those obligations of Principal which survive such final completion.

7. Whenever the Principal shall be, and is declared by the Joint Board to be, in default under the Contract, provided that the Joint Board is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by IFA as required by the Agreement (provided, however, that the Surety may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety without Principal's express written consent), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and the Joint Board, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the bonded sum.

8. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Principal designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____."

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ _____ on this _____ day of_____, A.D., 20__.

Principal (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

Surety (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT S-2

FORM OF MAINTENANCE PAYMENT BOND

Bond No. _____

For

The Louisville Southern Indiana Ohio River Bridges Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions of the State of Indiana ("IFA") as the entity designated by resolution of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board") to award a contract, has awarded to _____ ("Principal") a Contract to provide, manage, and maintain a toll collection system and provide back office toll collection and customer service (the "Project") for the Louisville-Southern Indiana Ohio River Bridges;

AND WHEREAS, Principal and the IFA, on behalf of the Joint Board, have entered into a Toll Services Agreement ("Contract") bearing the date of _____ to complete the Project in accordance with the terms of the Contract;

AND WHEREAS, as a condition of System Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties") are firmly bound and held unto the Joint Board, in the penal sum of _____ Dollars ($_____) ***[Insert 100% of the 1 year Maintenance Price]*** good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Joint Board, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. If the Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under the Contract, whether said labor be performed and said materials and supplies be furnished under the original Contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

3. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

4. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Principal and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Principal or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Principal designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ _____ on this _____ day of_____, A.D., 20__.

Principal (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

Surety (full legal name):

_____

Address:_____

_____

By:_____

Contact Name:_____

Phone:_(___)_____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT T

[Intentionally Not Used.]

EXHIBIT U

BUDGET FOR WALK-UP CENTERS BUILD-OUT

[To be inserted]

EXHIBIT V

LIST OF REIMBURSABLE MAJOR SPARE PARTS

[To be inserted]

EXHIBIT W

INITIAL OPERATING BUDGET

[To be inserted]

EXHIBIT X

DESIGNATION OF AUTHORIZED REPRESENTATIVES

Joint Board Authorized Representatives:

Clint Murphy

David Talley

TSP Authorized Representatives

Program Manager:

_____
[Name]
TSP Representative for all issues

Project Manager – Installation:

_____
[Name]
TSP Representative for Installation Work

Project Manager – Operations and Maintenance:

_____
[Name]
TSP Representative of Operations and Maintenance Work

[*List any other TSP Authorized Representatives*]

[To be inserted]

EXHIBIT Y

FORM OF INVOICE CERTIFICATION

I, *[Program Manager] OR [Project Manager Installation with respect to Installation Work only] OR [Project Manager - Operations and Maintenance with respect to Operations Work and Maintenance Work only]*, certify that:

- Except as specifically noted in the certification, all Work, including that of Subcontractors and Suppliers, which is the subject of the invoice, has been checked and/or inspected for compliance with the Quality Management Plan;
- Except as specifically noted in the certification, all Work which is the subject of the invoice conforms to the requirements of the Contract Documents, Governmental Approvals and applicable law;
- The Quality Management Plan is functioning properly and being followed;
- All information reported in the Monthly Project Management Report and/or the Monthly Performance Requirements Report is true, accurate, and complete in all material respects;
- All Pass-Through Cost Items for which payment is claimed represent actual expenditures incurred during the period invoiced, all hours charged for personnel efforts for extended work represent actual personnel extended work efforts provided during the period invoiced at the contractually specified rates for such efforts;
- All Subcontractors, Suppliers and others who provided labor, equipment or supplies have been fully paid;
- TSP understands that the Project is financed in part by federally furnished funds, and that if TSP, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of Work performed or to be performed, or any false statement or representation as to a material fact in any statement, certificate, or report, TSP and such employee or agent may be subject to prosecution under the provisions of 18 U.S.C. Sections 1001 and 1020.

Date:_____

[Program Manager]

OR

[Project Manager Installation with respect to Installation Work only]

OR

[Project Manager Operations and Maintenance Program Manager with respect to Operations

Work and Maintenance Work only]

By:_____

Name:_____

Title:_____

EXHIBIT Z

FORM OF GUARANTY

LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES
TOLL SERVICES PROJECT
GUARANTY

This Guaranty (the "Guaranty") is made by **[_____]** ("Guarantor"), a **[_____]**, in favor of the Indiana Finance Authority, on behalf of the Louisville-Southern Indiana Ohio River Bridges Joint Board ("Joint Board").

WHEREAS, **[**_____], a **[_____] [*insert state of organization and legal entity*]**, as toll system provider ("Toll System Provider") and the Joint Board are parties to that certain Toll Services Agreement dated as of _____, 2015 (as amended from time to time, the "Contract"). Initially capitalized terms used herein without definition will have the meaning given such terms in the Contract;

WHEREAS, Guarantor is the direct or indirect parent of Toll System Provider, will receive substantial and direct benefits from the transactions contemplated by the Contract and has agreed to enter into this Guaranty to provide assurance for the full and prompt payment of Toll System Provider's obligations in connection with the Contract and to induce the Joint Board to enter into the Contract; and

WHEREAS, without this Guaranty, the Joint Board would not have entered into the Contract, in consideration of the Joint Board's execution of the Contract, Guarantor has agreed to execute this Guaranty, and the execution and delivery of this Guaranty is a condition to the Joint Board's further performance of its obligations under the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Subject to the limitation on Guarantor's liability set forth in Section 3 of this Guaranty, below, Guarantor hereby unconditionally and absolutely guarantees the full and prompt payment and performance when due of all the obligations of Toll System Provider arising out of, in connection with, under or related to the Contract, and each and every other document and agreement executed by Toll System Provider in connection with the consummation of the transactions contemplated by the Contract (or any Contract Document or other document and agreement executed by Toll System Provider in connection with consummation of the transactions contemplated by the Contract) may be amended or modified from time to time, including the obligation to pay

liquidated or other damages that may be owing under the Contract and including all costs of enforcement or collection of this Guaranty, including without limitation, all court costs and reasonable attorneys' fees (collectively, the “Guaranteed Obligations”).

Guarantor expressly agrees that, to the extent Guarantor’s obligations hereunder relate to obligations of the Toll System Provider which require performance other than the payment of money, the Joint Board may proceed against Guarantor to effect specific performance thereof (to the extent that such relief is available). Guarantor hereby covenants and agrees to assume or to procure the assumption of the Contract, and to perform or to procure the performance of all of the terms and conditions thereunder should the Contract be disaffirmed or rejected by a trustee or court in a bankruptcy proceeding involving the Toll System Provider, or, at the option of the Joint Board, Guarantor shall, in the event of the Toll System Provider’s bankruptcy, make and enter into or have made and entered into, by one or more entities reasonably satisfactory to the Joint Board, new contract documents for the balance of the term of the Contract, which new contract documents shall be in form and substance identical to the replaced Contract.

2. <u>Guaranty Absolute and Unconditional Obligation</u>. 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. <u>Liability of Guarantor</u>.

(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. <u>Waiver</u>. This is a guaranty of payment and performance and not of collection. To the fullest extent permitted by law, Guarantor hereby waives:

(a) notice of acceptance of this Guaranty, of the creation, renewal, extension, modification, accrual or existence of any of the Guaranteed Obligations and of any action by the Joint Board in reliance hereon or in connection herewith;

(b) notice of the entry into the Contract between Toll System Provider and the Joint Board and of any amendments, supplements or modifications thereto; or any waiver of consent under the Contract, including waivers of the payment and performance of the obligations thereunder;

(c) notice of any increase, reduction or rearrangement of Toll System Provider's obligations under the Contract or any extension of time for the payment of any sums due and payable to the Joint Board under the Contract;

(d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations;

(e) any right to require that the Joint Board exhaust any security held by the Joint Board at any time, and any requirement that suit be brought against, or any other action by the Joint Board be taken against, or any notice of default or other notice be given to, or any demand be made on Toll System Provider or any other person, or that the Joint Board exercise any right or remedy under the Contract or that any other action be taken or not taken before proceeding against Guarantor as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor;

(f) any defense that may arise by reason of the incapacity, lack of authority, dissolution of, death or disability of, or revocation hereby by Guarantor or any other Person or the failure of the Joint Board to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;

(g) any requirements of diligence or promptness on the part of the Joint Board;

(h) except as specifically provided elsewhere in this Guaranty, any defense arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Toll System Provider or any other Person

from any cause other than indefeasible performance in full of the Guaranteed Obligations;

(i) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation;

(i) any defense based upon any act or omission of the Joint Board which directly or indirectly results in or aids the discharge or release of Toll System Provider, Guarantor or any security given or held by the Joint Board in connection with the Guaranteed Obligations; and

(j) any and all suretyship defenses under applicable law including, but not limited to, any defense under Indiana Code 34-22-1; and

(k) any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.

5. **Waiver of Subrogation and Rights of Reimbursement.** Until the Guaranteed Obligations have been indefeasibly performed in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Toll System Provider that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Joint Board against the Toll System Provider, or any other security or collateral that the Joint Board now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor is subordinated to all of the Guaranteed Obligations until such time as all Guaranteed Obligations shall have been indefeasibly paid in full. Whenever and for so long as the Toll System Provider shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor without the prior written consent of the Joint Board. Any payment by Toll System Provider or any shareholders, partners, members, or joint venturers of Toll System Provider to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for the Joint Board.

6. Waiver and Reservation of Defenses. Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Toll System Provider may have to any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Toll System Provider and other

defenses expressly waived hereby. Defenses waived hereby include without limitation the defenses waived pursuant to Section 3, Section 4, Section 5, and Section 10 hereof, and any defenses, set-offs or counterclaims Toll System Provider may allege or assert against the Joint Board in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except and only to the extent any defenses, set-offs, or counterclaims are actually allowed by a court of competent jurisdiction; and any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

7. Default; Cumulative Rights. The Joint Board may declare Guarantor in default under this Guaranty for any failure to fully perform and discharge its obligations and liabilities under this Guaranty. Guarantor and the Joint Board specifically agree that, in addition to any and all remedies at law or in equity that the Joint Board may have, the Joint Board shall be entitled to the remedy of specific performance of any of the provisions and obligations to be performed by Guarantor under this Guaranty and that the Joint Board shall be entitled to any other provisional remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief. All rights, powers and remedies of the Joint Board hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to the Joint Board, whether at law, in equity or otherwise.

8. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

If to the Joint Board:

All communications to the Joint Board shall be marked as regarding the Toll Services Agreement and shall be delivered as directed by the Joint Board's Project Management Consultant. The address for such communications shall be:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Public Finance Director
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

In addition, copies of all notices regarding disputes, termination and default notices shall be delivered to the following persons:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: General Counsel
Telephone: (317) 233-4332
Facsimile: (317) 232-6786
E-mail: IFA@IFA.in.gov

Kentucky Public Transportation Infrastructure Authority
Michael W. Hancock, Chairman
200 Mero Street
Frankfort, Kentucky 40622
Telephone: _____
Facsimile: _____
E-mail: _____

If to Guarantor:

[Guarantor Name]
[Guarantor Address:]
_____, __ _____
Attn: _____
Fax: (___) ___-____

With a copy to:

[_____]

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, Notices sent by facsimile after 4:00 p.m. ET and all other Notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.).

Either Guarantor or the Joint Board may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 8 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

9. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of the Joint Board to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and the Joint Board and their respective successors, permitted assigns, and legal representatives, but is not assignable by Guarantor without the prior written consent of the Joint Board, which consent may be granted or withheld in the Joint Board's sole discretion. Any assignment by Guarantor effected in accordance with this Section 10 will not relieve Guarantor of its obligations and liabilities under this Guaranty. The sale or other disposition of a majority in interest of the shares of Guarantor or the sale, transfer, or disposition (including by merger) of substantially all of the assets of Guarantor shall be deemed an assignment of this Guaranty subject to consent as required herein.

11. Amendments, Etc. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and the Joint Board. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the Joint Board. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. **Captions and Construction.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

13. **<u>Representation and Warranties</u>.** The Guarantor represents and warrants as follows:

(a) it is a [*insert type of entity*] company duly organized, validly existing, and in good standing under the laws of the State of _____.

(b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(c) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Joint Board's rights and to general equity principles.

(d) neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

(e) it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract or referred to therein, and the financial status of Toll System Provider and its ability to pay the Guaranteed Obligations;

(f). it has reviewed and approved copies of the Contract and is fully informed of the remedies the Joint Board may pursue, with or without notice to Toll System Provider or any other Person, in the event of default of any of the [Contract] Obligations;

(g) it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of Toll System Provider and will keep itself fully informed as to all aspects of the financial condition of Toll System Provider, the performance of the Guaranteed Obligations and all other circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.

Guarantor hereby waives and relinquishes any duty on the part of the Joint Board to disclose any matter, fact or thing relating to the business, operations or conditions of Toll System Provider now known or hereafter known by the Joint Board;

(h) no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and

(i). there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Person which challenges the validity or enforceability of this Guaranty.

14. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Toll System Provider or by any defense which Toll System Provider may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Joint Board is not obligated to file any claim relating to the Guaranteed Obligations if Toll System Provider becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Joint Board so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed

Obligations because it is the intention of Guarantor and the Joint Board that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve Toll System Provider of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay the Joint Board, or allow the claim of the Joint Board in respect of, any such interest accruing after the date on which such proceeding is commenced.

16. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana. Any suit must be brought in the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana. Developer hereby specifically consents to this jurisdiction.

17. Attorneys' Fees. Guarantor agrees to pay to the Joint Board forthwith upon demand, reasonable attorneys' fees and all costs and other expenses (whether by lawsuit or otherwise, and including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by or on behalf of the Joint Board in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

18. CONSENT TO JURISDICTION. GUARANTOR AND THE JOINT BOARD AGREE THAT ANY ACTION OR PROCEEDING TO RESOLVE A DISPUTE BETWEEN GUARANTOR AND THE JOINT BOARD CONCERNING THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE TERMS OF THIS GUARANTY MAY ONLY BE BROUGHT IN THE MARION COUNTY, INDIANA CIRCUIT/SUPERIOR COURT LOCATED IN MARION COUNTY, INDIANA OR U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA. EACH OF GUARANTOR AND THE JOINT BOARD ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. IF NOT A RESIDENT OF THE STATE OF INDIANA, GUARANTOR MUST APPOINT AND MAINTAIN AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF INDIANA.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this _____ day of _____, 2015.

[NAME OF GUARANTOR]

By:_____

Name:_____

Title:_____

EXHIBIT AA

PRE-EXISTING COTS AND TSP-DEVELOPED SOFTWARE LIST

[To be inserted]

EXHIBIT BB

CUSTOM SOFTWARE LIST

[To be inserted]

EXHIBIT CC

PAYMENT MILESTONES

1. Purpose

The following section details the scope of work for the Payment Milestones listed in the Price Sheets (Forms G-1 through G-17) included in Exhibit C to the Agreement. The descriptions are intended to be general in nature and are not intended to define compliance with the Technical Requirements and the other requirements of the Contract Documents. Nothing contained herein shall limit, waive or release the Toll System Provider from full compliance with the Technical Requirements and other requirements of the Contract Documents or its obligation to provide a fully functional TCS in accordance with the Contract Documents and the Technical Requirements.

The TSP may invoice on a monthly basis for each of the Payment Milestones listed below as completion of those Payment Milestones is reached. Intermediate and cumulative summary Payment Milestones shall not be invoiced separately but are shown to illustrate the cumulative price of the individual Payment Milestones comprising major categories of the Work.

	Payment Milestone	**Description**
Item No RS-009	**Intermediate Summary**	**Total Roadside Price (RS-009) = RS-001+RS-002+RS-003+RS-004+RS-005+RS-006+RS-007+RS-008**
Payment Milestone RS-001	Roadside System Plan and Documentation	This Payment Milestone shall include any and all work necessary to develop and deliver the Roadside System Plan and Documentation. The Roadside Systems Plan and Documentation shall contain, at a minimum, an overview of the Roadside System, a description of the major tasks involved in the integration, including the overall resources that are needed to fully support the Installation Work. The Roadside System Plan and Documentation shall describe the roadside system design; roadside and CCTV related communications system components, Hardware and Software; installations plans and procedures for field installation, mounting requirements for readers, antennas, and CCTV related components; cable tray plans, cut sheets and installation plans; and any other Hardware, enclosures, communications or cabinet space required; power requirements for all roadside and CCTV related equipment; suggested security plans and/or keying for cabinets and CCTV equipment; electrical wiring plans and cabling plans and diagrams to

	Payment Milestone	Description
		support network, CCTV, and roadside equipment and their operations; manufacturers data, cut sheets, any submittals, maintenance instructions, manufacturer's warranty information for all roadside and CCTV related equipment; an equipment list of all equipment necessary to provide an operational Roadside System and operational CCTV System; and maintenance of traffic plans and coordination documents to support installation. The Roadside Systems Plan and Documentation shall describe all interfaces required for system implementation, including an outline of the different types of integration tests conducted to ensure that the Roadside equipment and CCTV System and equipment is designed and operates according to the RFP and the Contract Documents. The Roadside System Plan and Documentation shall identify the roles and responsibilities of each TSP internal group responsible for the Project. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the Roadside System Plan and Documentation.
Payment Milestone RS-002	Roadside Hardware Equipment Purchase and Delivery	This Payment Milestone shall include all ordering, procuring, provisioning and delivering of necessary Hardware, conduits, wiring, cabling, brackets, enclosures, communications equipment, Software, and any critical monitoring equipment required for readers, antennas, and CCTV related equipment to make the Roadside System and CCTV Systems operational and meet the requirements of the Contract Documents. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the Hardware equipment purchase and delivery manifest and, if it so elects, the Joint Board's visible inspection of the equipment at the approved Warehouse Facility and confirmation of delivery of the equipment.
Payment Milestone RS-003	Roadside Software License	This Payment Milestone shall include all work necessary to acquire and complete all Software Licenses (COTS or Customer) and shall include all Software licenses and support renewals for the Roadside System and associated roadside equipment, including active licenses and support renewals for the Roadside System and associated roadside equipment through the duration of the Contract Term. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of a current written inventory of all Software licenses that are in good standing.

	Payment Milestone	Description
Payment Milestone RS-004	Roadside Onsite Equipment Installation	This Payment Milestone shall include all work necessary to integrate, install and test the Roadside System and the associated roadside equipment necessary to achieve Revenue Service. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the installed and commissioned equipment.
Payment Milestone RS-005	Roadside Integration	This Payment Milestone shall include all activities necessary to integrate the functional components of the Roadside System and the associated roadside equipment into the TSP Software application. This shall include all work necessary to install, configure, test and configure, and make operational, the Roadside System as identified in the Roadside System Plan and Documentation. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the Baseline Test without any "Priority 1 issues" as defined in TR Section TP.
Payment Milestone RS-006	Roadside Training	This Payment Milestone shall include all work necessary to (i) train the roadside maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by System Suppliers and development experts to operate and maintain the Roadside System and its associated equipment and (ii) provide the roadside maintenance staff and the Joint Board and its representatives with training manuals, including online training systems and/ or online training manuals if available. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the training sessions, delivery of training manuals, and review and approval of the training manuals.
Payment Milestone RS-007	Roadside Go-Live	This Payment Milestone shall include all work necessary for Roadside Go-Live and shall include: a) successful completion and Joint Board review and acceptance of the System Production Readiness Test, b) delivery to the Joint Board of an accurate and complete inventory of all Roadside System equipment delivered and installed, c) a complete and accurate listing of Major Spare Parts in the Major Spare Parts Inventory and the location thereof, d) a preventive maintenance schedule and the corresponding

	Payment Milestone	Description
		components and location, and e) a set of current maintenance training manuals. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of all items described above.
Payment Milestone RS-008	Roadside System As-Built Documentation	This Payment Milestone shall include work necessary for the TSP to provide System As-Built Documentation. The TSP shall provide all details and plans consistent with Good Industry Practices and professional requirements. The TSP shall provide a binder containing equipment installation and maintenance manuals, warranty information, etc. for all installed equipment, and provide electronic (soft) copies of all such materials on CD or DVD with the binder. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of all System As-Built Documentation.
Item No. RS-017	**Intermediate Summary**	**Total Network Price (RS-017)=RS-011+RS-012+RS-013+RS-014+RS-015+RS-016**
Payment Milestone RS-011	Network System Plan and Documentation	This Payment Milestone shall include all work necessary to develop the Network System Plan and documentation as described in the TR Section TP and shall contain an overview of the Roadside Network System. The Network System Plan and documentation shall describe the major tasks involved in the network installation and integration, including all resources that are needed to fully support the installation and integration effort. The Network System Plan and documentation shall describe the network design, toll related network components, and all necessary Hardware and Software. It shall also provide input into the network design and confirming network communications requirements for the TCS. The Network System Plan and documentation shall describe all interfaces required for system implementation, including an outline of the different types of integration tests conducted to ensure that the roadside network equipment is designed and operates according to the Technical Requirements and other Contract Documents. The Network System Plan shall identify the roles and responsibilities of each TSP internal

	Payment Milestone	Description
		group responsible on this Project. The Network System Plan and documentation shall provide installation plans and procedures for field installation and testing. It shall also include an equipment list of all equipment necessary to provide an operational Network System. The TSP may invoice the Joint Board for payment upon the Joint Board's review and written approval of the Network System Plan and documentation.
Payment Milestone RS-012	Network Hardware Equipment Purchase and Delivery	This Payment Milestone shall include all work necessary for Hardware equipment purchase and delivery pricing including onsite roadside Network System equipment procurement, manufacture, fabrication, preparation, coordination and installation, satisfactory completion of required inspections by the TSP and Joint Board, inspection punch list, satisfactory completion of all punch list items, and final installation completion reports. The TSP may invoice for this Payment Milestone upon the Joint Board review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, Joint Board visible inspection of the equipment at the Warehouse Facility and confirmation of delivery of the equipment.
Payment Milestone RS-013	Network Software License	This Payment Milestone shall include all work necessary to acquire and complete all Software licenses and shall include all Software licenses and support renewals for the roadside equipment network and associated equipment, including active licenses and support renewals for the roadside Network System and associated roadside equipment through the duration of the Contract Term. The TSP may invoice for this Payment Milestone after the Joint Board review and written approval a current written inventory of all Software licenses that are in good standing.
Payment Milestone RS-014	Network Onsite Equipment Installation	This Payment Milestone shall include all work necessary to integrate, install and test the roadside Network System; its associated equipment, and all functional components into the TSP Software applications. This includes all activities, testing and inspections as identified in the Network System Plan and documentation as described in TR Section TP. This Payment Milestone includes all installation/setup of the network at the

	Payment Milestone	Description
		Toll Gantries and at the BOS/CSC. The TSP may invoice for this Payment Milestone upon the Joint Board review and written approval of installed and commissioned network equipment.
Payment Milestone RS-015	Network Training	This Payment Milestone shall include all work necessary to (i) train the network maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by System Suppliers and development experts to operate and maintain the roadside network and its associated equipment and (ii) provide the maintenance staff and the Joint Board and its representatives with training manuals, including online training systems and/or online training manuals if available. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the training sessions, delivery of any training manuals, and review and approval of the training manuals.
Payment Milestone RS-016	Network System As-Built Documentation	This Payment Milestone shall include all work necessary to prepare and submit a binder containing network equipment installation and maintenance manuals, warranty information, etc. for all installed Network System equipment and provide electronic (soft) copies of all such materials on CD or DVD with the binder. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of all items described in this Payment Milestone and all System As-Built Documentation.
Item No. RS-024	**Intermediate Summary**	**Total Generator Price (RS-024)= RS-019+RS-020+RS-021+RS-022+RS-023**
Payment Milestone RS-019	Generator Plans, Cut Sheets and Documentation	This Payment Milestone shall include all necessary services to develop and provide to the Joint Board, in written and soft copy in native format, submittals, reports, lane, network and communications diagrams, cut sheets shop drawings, inventory numbers and other such information, as it relates to emergency generators. The TSP shall provide a tentative bill of materials. The Hardware design shall identify how the Hardware components meet the Technical Requirements and Contract Documents, shall tabulate power

	Payment Milestone	Description
		and environmental requirements, installation requirements, and servicing requirements, and shall indicate how the function of the Hardware component shall be monitored and tested. The TSP may invoice for this Payment Item after the Joint Board's review and written approval of all items described in this Payment Milestone.
Payment Milestone RS-020	Generator Equipment Purchase and Delivery	This Payment Milestone shall include all necessary work to procure, purchase and deliver one (1) new generator per tolling point and at the following locations: Customer Service Center (if required), and each Walk-Up Centers (Indiana and Kentucky). Each generator shall be accompanied by: • power panel and automatic transfer switch • backup generator • UPS • provisions for natural gas to the gantry sites The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of the generators inspected at the approved Warehouse Facility.
Payment Milestone RS-021	Generator Onsite Equipment Installation	This Payment Milestone shall include all necessary work to deliver and install one (1) new generator per tolling point and at the following locations: Customer Service Center (if required), and each Walk-Up Centers (Indiana and Kentucky). The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of the installed, tested and commissioned generator inspected at the respective sites.
Payment Milestone RS-022	Generator Startup and Training	This Payment Milestone shall include all work necessary for the generator startup and training and shall include but not be limited to training with respect to the regularly scheduled maintenance requirements, operating sequence, smart alarming, and fueling of the generators. The TSP shall ensure that the facility maintenance staff, the Joint Board and its representatives are trained by System Suppliers and

	Payment Milestone	Description
		development experts, and provided with equipment manufacturer installation manuals and operation and maintenance manuals including online training systems and/or online training manuals, if available. The TSP shall provide a training report and the required manuals at the completion of training. All ancillary items to monitor the generator with camera or other support items shall be included in this pay item. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the generator startup per the manufacturer's recommendation, completion of the generator training sessions, delivery of training manuals, and review and approval of the training manuals.
Payment Milestone RS-023	Generator Equipment As-Built Documentation	This Payment Milestone shall include all work necessary to develop, maintain, and deliver equipment Generator As-Built Documentation for the generators at each tolling point, at the Customer Service Center (if required) and each Walk-Up Centers (Indiana and Kentucky). It shall also include, but not be limited to, Hardware schematics, Software design flows, operations manuals, training manuals, and descriptions. The TSP shall maintain the Interface Control Documents (ICDs) as a part of construction submittals for generator, transfer switch, and propane tank to facilitate communications. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of the Generator As-Built Documentation described in this Payment Milestone.
Item No. RS-028	**Intermediate Summary**	**Total Changeable Message Sign (CMS) and Installation Price (RS-028)=RS-026+RS-027**
Payment Milestone RS-026	Changeable Message Sign (CMS) Equipment Purchase and Delivery	This Payment Milestone shall include all ordering, procuring, provisioning and delivering of necessary Hardware, conduits, wiring, cabling, brackets, enclosures, communications equipment, Software, and any critical monitoring equipment required for the changeable message signs to make the CMS operational and meet the requirements of the Contract Documents. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the Hardware equipment purchase and delivery manifest and, if it so elects, the Joint Board's visible inspection

	Payment Milestone	Description
		of the equipment at the approved Warehouse Facility and confirmation of delivery of the equipment.
Payment Milestone RS-027	Onsite Equipment Installation of Changeable Message Sign (CMS)	This Payment Milestone shall include all work necessary to integrate, install and test the changeable message sign and the associated equipment necessary to make the CMS operational and functional. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the installed and commissioned CMS equipment.
Item No. RS-029	**Cumulative Summary**	**Total Roadside, Network, Generator, and CMS Price (RS-029)=RS-009+RS-017+RS-024+RS-028**
Item No. BO-008	**Intermediate Summary**	**Total Back Office System Price (BO-008)= BO-001+BO-002+BO-003+BO-004+BO-005+BO-006+BO-007**
Payment Milestone BO-001	Business Rules and Operational Requirements	This Payment Milestone shall include all work necessary to develop, update and configure the TCS Business Rules for the BOS. This Payment Milestone includes all work required to define, develop and configure a set of rules established by the Tolling Body that details (i) how the Toll Collection System shall respond to various operating situations that occur during the toll collection process based on business case and policy decisions, and (ii) the treatment of those transactions throughout the account management and maintenance and violation enforcement phases of a transaction. The TSP shall submit documentation of the Business Rules and any updates that reflect how the approved Business Rules have been implemented into the TCS. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of the documentation (Business Rules) described in this Payment Milestone.

	Payment Milestone	Description
Payment Milestone BO-002	Back Office System Plan and Documentation	This Payment Milestone shall include the Back Office System Plan and documentation as described in the TR Section TP and shall contain an overview of the Back Office System. The Back Office System Plan and documentation shall describe the major tasks involved in the Back Office System installation and integration, including all resources that are needed to fully support the installation and integration effort. This Payment Milestone shall include all work necessary to develop, configure and implement the TCS BOS configuration as referenced in the TR Section TP including but not limited to: component configurations, drivers and switch settings, patch and release management. The TSP shall submit to the Joint Board, in hard copy and electronic copy, documentation identifying all configuration settings, and any subsequent changes using the configuration management system. This Payment Milestone includes all work necessary to develop and provide interface configurations for all TCS BOS components and tasks, including but not limited to the following items: • Account management, initiation and maintenance • Automatic noticing and correspondence production and tracking • Transponder inventory and tracking • Interactive and fully integrated customer website, including a mobile device website • IVR, call management , and reporting, including Walk-Up Centers connectivity and interaction • Operational statistics for key performance indicators • Audit, reconciliation, and reporting, and • Customer management and marketing The TSP shall submit to the Joint Board as-built internal interface configuration documents that include the current settings. This Payment Milestone includes all work necessary to develop and provide interface configurations for items including but not limited to the following: • Retail toll account payment and Transponder sales

	Payment Milestone	Description
		• Cash replenishment alternatives • Interoperable agencies and entities supporting interagency operations • Financial Institutions • Department of Motor Vehicles in Kentucky and Indiana and any other state identified by the Joint Board, and • Other sources of license plate identification The TSP shall submit to the Joint Board as-built external interface configuration documents that include the current settings. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the Toll Collection System Configuration documentation as described in this Payment Milestone. The TSP may invoice this Payment Milestone upon the Joint Board's review and written approval of all external and internal interface configurations as described in this Payment Milestone.
Payment Milestone BO-003	Intermediate BOS Site Visit and Configuration Observation	This Payment Milestone shall include all work necessary to support an intermediate TCS BOS site visit and TCS BOS configuration observation by the Joint Board in its current state at a time determined by the Joint Board. This Payment Milestone shall include all Work in support of the BOS site visit during the observation period(s). The TSP shall provide adequate staffing to answer questions and shall provide guidance, reports, and demonstrate items identified in the Technical Requirements. The TSP may invoice for this Payment Milestone after the Joint Board's completion of a BOS site visit and demonstration of the current system configuration.
Payment Milestone BO-004	BOS Software Licensing	This Payment Milestone shall include all work required to procure, document and implement all Software licenses that are necessary for the BOS. This BOS Software licensing Payment Milestone shall include the execution and delivery to the Joint Board of a Software license agreement or sublicense between the licensor or sublicensor and the Joint Board or its designee(s), in form and substance satisfactory to the Joint Board, granting a perpetual, fully paid license to the Software for all equipment, Software and firmware

	Payment Milestone	Description
		related to the Toll Collection System. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of a current written inventory of all Software licenses that are in good standing and delivery of all Software licenses that are required with respect to the BOS TCS.
Payment Milestone BO-005	BOS Customer Payment Channels Approval and Acceptance	This Payment Milestone shall include all work to develop and configure customer payment channels including, but not limited to credit card, debit card, automated clearing house, money order, cashier's check, traveler's checks, cash and other cash equivalents, to develop and configure the means to track payments from the various customer payment channels, and to establish methods of payment by notice and posting to Unregistered Video or Violation accounts. The TSP may invoice for this Payment Milestone after all required payment channels are developed and configured in the system as provided in this Payment Milestone, and the Joint Board's review and written approval of all such payment channels and delivery of TSP's documentation confirming the payment channels are configured in the BOS as required by the Technical Requirements and other Contract Documents.
Payment Milestone BO-006	Training for all BOS Operations	This Payment Milestone shall include all work necessary to (i) train the BOS maintenance staff, the Joint Board and its representatives, including any training that is required or that is necessary to be provided by system suppliers and development experts to operate and maintain the BOS and its associated equipment and (ii) provide the BOS staff and the Joint Board and its representatives with user manuals for the BOS operations, including online training systems and/or online training manuals if available. The TSP shall provide to the Joint Board a training report that demonstrates staff was and is fully and properly trained, and invite the Joint Board to witness the training. The TSP may invoice the Joint Board for this Payment Milestone upon the Joint Board's review and written approval of the training sessions and the training reports and all required items mentioned above

	Payment Milestone	Description
Payment Milestone BO-007	BOS Go-Live	This Payment Milestone shall include all work necessary to: a)prove that all performance measures are compliant with TR Section PR, b) provide a complete inventory of all BOS equipment required for the TCS, c) provide a complete listing of all Major Spare Parts that are required for the BOS, and confirm procurement of the items required by the Major Spare Parts inventory specified in the Technical Requirements, in the quantities required by the Contract Documents, and indicate where such Spare Parts are located, d) confirmation that a maintenance schedule (for system, operating and applications) patch and release management has been approved by the Joint Board, and e) provide the Joint Board with a complete set of current training, operations, and users manuals. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of items (a)-(e) above.
Item No. BO-12	**Intermediate Summary**	**Total Disaster Recovery Price (BO-12)=BO-10+BO-11**
Payment Milestone BO-010	Disaster Recovery System Plan and Failover Documentation	This Payment Milestone shall include any and all work necessary to develop and deliver the Disaster Recovery System Plan and Failover Documentation for the TCS as described in TR Section TP. The Disaster Recovery System Plan and Failover Documentation shall contain an overview of the DR failover plan and a description of the major tasks involved in the failover of the TCS in event of a disaster. The major tasks descriptions shall also identify the human, technological, financial, or other resources needed to fully support the failover efforts. The Disaster Recovery System Plan and Failover Documentation shall describe the DR system design; the location of the DR site, Hardware, Software, and all equipment at the DR site necessary to support failover operations; recovery management procedures for implementing and managing the recovery process; identification of key personnel, by name, email address, location and cell phone contact number directing/coordinating the recovery process; TCS business impact analysis; loss of service continuity; initial systems damage assessment checklist; description of redundant systems and failover processes; emergency contact lists; detailed procedures/processes to be used in the event of complete destruction of the primary facility host site; a recovery plan in the event of a lost gantry at a tolling site (i.e. a temporary lane recovery plan); and training in recovery of processes needed for long-term

	Payment Milestone	Description
		business and systems continuity and a list of all equipment that must be purchased, procured, or acquired for the use of the Project to implement the disaster recovery and failover. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of all the Disaster Recovery System Plan and Failover Documentation.
Payment Milestone BO-011	Disaster Recovery Hardware Equipment Purchase and Delivery	This Payment Milestone shall include all work necessary to include all aspects of identifying, ordering, procuring, delivering, inspecting and testing of necessary Hardware, conduits, wiring, cabling, Hardware, brackets, enclosures, communications equipment, web database or application servers or servers for storage, applications, Software, and any critical monitoring equipment required to be on hand pursuant to the Disaster Recovery System Plan and Failover Documentation is located to ensure the DR system failovers may be implemented as and when needed so that the TCS continues to perform in accordance with and meet the Technical Requirements and all other requirements of the Contract Documents. The TSP may invoice the for this Payment Milestone upon the Joint Board's review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, and Joint Board visible inspection and confirmation of delivery of the equipment.
Item No. BO-13	**Cumulative Summary**	**Total Back Office System and Disaster Recovery Price (BO-13)=BO-008 + BO-12**
Item No. TO-007	**Intermediate Summary**	**Total Toll Operations Center (TOC) Planning Price (TO-007)= TO-001+TO-002+TO-003+TO-004+TO-005+TO-006**
Payment Milestone TO-001	MOMS Plan and Documentation	The MOMS plan and documentation shall describe the major tasks involved in the MOMS system development, implementation, installation and integration, including all resources that are needed to fully support the installation effort. This Payment Milestone shall include all work necessary to develop, configure and implement the MOMS as referenced in the TR Section TP, including but not limited to: installation of all Hardware and Software, equipment, desks, furniture, staffing requirements, and associated equipment to successfully monitor the roadway and the Toll Collection System.

	Payment Milestone	Description
		The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the TOC System Plan and documentation.
Payment Milestone TO-002	TOC Hardware Equipment Purchase and Delivery	This Payment Milestone shall include procurement and delivery of all necessary conduits, wiring, and cabling, Hardware, brackets, enclosures, communications equipment, Hardware, Software, telecommunications, monitors, desks, chairs, office incidentals, and any critical monitoring equipment required for the Toll Operations Center. The TSP may invoice the for this Payment Milestone upon the Joint Board's review and written approval of the all items described in this Payment Milestone, delivery of a manifest of such items, and the Joint Board's visible inspection and confirmation of delivery of the equipment.
Payment Milestone TO-003	TOC Software Setup and Installation	This Payment Milestone shall include all work necessary to acquire and complete all Software licenses (COTS or Customer) and shall include all Software licenses and support renewals for the Toll Operations Center equipment and associated toll operations equipment, including systems, tools, firmware, etc. through the duration of the Contract Term. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval a current written inventory of all Software licenses that are in good standing.
Payment Milestone TO-004	TOC Onsite Equipment Installation	This Payment Milestone shall include all work necessary to complete the TOC onsite equipment installation, including but not limited to the installation and construction of any necessary facility changes, installation of TOC equipment described in TO-002 in the Technical Requirements and in the Contract Documents. This Payment Milestone shall include setup and configuration of any necessary buildings, equipment pads, access, and any other necessary items to install and operate the Toll Operations Center with the DB Contractor, the Developer and Other Joint Board Contractor(s). The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the

	Payment Milestone	Description
		installed, tested and commissioned onsite equipment for the Toll Operations Center.
Payment Milestone TO-005	TOC Training	This Payment Milestone shall include all work necessary for the TOC training and shall include but not be limited to training with respect to the regularly scheduled maintenance requirements, operating sequence, smart alarming, incident management plans and associated notifications, and overall operations of the TOC. The TSP shall ensure that the TOC staff, the Joint Board and its representatives are trained by System Suppliers and development experts, and provided with operation and maintenance manuals including online training systems and/or online training manuals, if available. The TSP shall provide a training report that demonstrates staff was trained; the report shall identify any follow-up training required and proof of training assessments from all students who completed the training. The TSP may invoice for this Payment Milestone after the Joint Board's review and written approval of the completed training sessions and delivery of training manuals.
Payment Milestone TO-006	TOC System As-Built Documentation	This Payment Milestone shall include all work necessary to develop and submit TOC As Built System Documentation. The TOC system As-Built Documentation shall include but not be limited to, Hardware schematics, Software design flows, operations manuals, training manuals, and descriptions. The TSP may invoice for this Payment Milestone upon the Joint Board's review and written approval of the TOC As Built System Documentation.
Item No. TO-010	**Intermediate Summary**	**Total TOC Pre-Toll Operations and System Monitoring Price (TO-0010)= TO-009**
Payment Milestone TO-009	TOC Pre-Toll Operations and System Monitoring (For 2 months	This Payment Milestone shall include work necessary to setup, operate and provide operational support required for Roadside System Revenue Service. This pay item requires full staffing and training of the Toll Operations Center and preparation for Revenue Service. The TSP may invoice the Joint Board on a monthly basis after the completion of the services described

	Payment Milestone	Description
	Prior to Revenue Service Date)	above and the Joint Board's review and written approval of the previous month's Project Management report.
Item No. TO-0011	**Cumulative Summary**	**Total TOC Planning and TOC Pre-Toll Operations and system Monitoring Price (TO-0012)=TO-007 + TO-010**
Item No. CS-003	**Cumulative Summary**	**Total Customer Service Center (CSC) Pre-Toll Operations Price (CS-003)=CS-001+CS-002**
Payment Milestone CS-001	Planning of CSC Prior to Pre-Toll Operations	This Payment Milestone shall include all work to set up the Customer Service Center prior to the Pre-Toll Operations Period. This Payment Milestone shall include completion of all financial, personnel, benefits, management, oversight, acquisition, expansion, equipment, purchases, procurement, commodities, real estate, furniture, telephones, headsets, computers, Hardware, Software, licenses, training and training equipment, permits, network or phone expansions services, establishment of ongoing services required for operations, IVR expansion as needed, office incidentals, security requirements, expansion or addition of lockbox operations, etc. to support expanding an existing CSC to support the Project or opening the Project's Customer Service Center prior to the Pre-Toll Operations Period to support a fully functional and operational CSC and comply with the Technical Requirements and requirements of the other Contract Documents. The TSP may invoice the Joint Board for this Payment Milestone after completion of setup and planning services, and after the Joint Board has reviewed, approved in writing, inspected and verified that the TSP has achieved Pre-Toll Operations Readiness with respect to the CSC.
Payment Milestone CS-002	Pre-Toll Operations	This Payment Milestone shall include all work to operate, maintain and support the Pre-Toll Operations of the Project Customer Service Center for the Pre Toll Operations Period. This pay item shall include all necessary financial, personnel, benefits, management, oversight, acquisition, expansion, equipment, purchases, procurement, commodities, real estate, furniture, telephones, headsets, computers, Hardware, Software, licenses, training and training equipment, permits, network or phone expansions services, support services as needed, office incidentals, security requirements, expansion or addition of lockbox

	Payment Milestone	Description
		operations etc. to provide a fully operational CSC with all capabilities mentioned in the Contract Documents. Anticipated required services for the Pre Toll Operations Period are 1) account management and maintenance services, 2) website services, 3) mailroom operations, 4) customer communications through phone, email and or text, 5) interoperability and reciprocity, 6) financial and lockbox operations, 7) transponder inventory and fulfillment 8) quality assurance and quality control, 9) training, 10) management, oversight and personnel services, 11) reporting, 12) security of information, 13) miscellaneous requirements, and 14) equipment in order to successfully establish and open toll patron accounts, fulfill Transponder requests, support marketing and outreach efforts, support customer calls and requests for information, support account management through IVR and website, answer calls regarding account information and road opening prior to tolling readiness and the revenue service date. The TSP may invoice the Joint Board on a monthly basis after the completion of services for the prior month and Joint Board review and approval of the previous month's Operations and Maintenance Report.
Item No.PM-003	**Intermediate Summary**	**Total Project Management Price (PM-003)=PM-001+PM-002**
Payment Milestone PM-001	Pre-Toll Operations	This Payment Milestone shall include all work required to manage the Project from award of the Contract until the date that TSP achieves Tolling Readiness. This Payment Milestone shall include all compensation to TSP for the oversight of the Project and management of the delivery of the TCS in compliance with all Technical Requirements and other requirements of the Contract Documents. The Contract Price component associated with this Payment Milestone includes all costs associated with project management, project executive staffing, overhead, **home office overhead, profit, markup**, benefits, support and administrative staffing, document production, schedule documentation, schedule generation, report generation, oversight, incidentals**, travel, expenses,** planning, organizing, resource allocation, and any other oversight related activities related to the delivery of the TCS by the TSP. The TSP may invoice the Joint Board for this Payment Milestone on a monthly basis after the Joint Board

	Payment Milestone	Description
		has reviewed and provided written approval of the previous month's Project Management Report.
Payment Milestone PM-002	Startup Operations (12 months total)	This Payment Milestone shall include all work related to the management of the Project from **Tolling Readiness to one year after Tolling Readiness.** The Contract Price component associated with this Payment Milestone shall include all compensation to TSP for the oversight of the Project and management of the delivery of the TCS by the TSP. The Contract Price component associated with this Payment Milestone shall include all costs associated with project management, project executive staffing, overhead, **home office overhead, profit, markup**, benefits, support and administrative staffing, document production, schedule documentation, schedule generation, report generation, oversight, incidentals**, travel, expenses,** planning, organizing, resource allocation, and any other oversight related activities related to the delivery of the TCS by the TSP. The TSP may invoice the Joint Board for this Payment Milestone on a monthly basis and after the Joint Board has reviewed and provided written approval of the previous month's Project Management Report.
Item No. PM-008	**Intermediate Summary**	**Total Planning Document Price (PM-008)=PM-005+PM-006+PM-007**
Payment Milestone PM-005	0-90 Days After NTP	This Payment Milestone shall include the remaining Plans not included in individual Payment Milestones above which are due to the Joint Board 90 days after NTP and are located in the TR Section TP described as TP-008, TP-009, TP-010, TP-017, TP-018, TP-019 and TP-029. The TSP may invoice the Joint Board for this Payment Milestone upon delivery of all Plans listed above and after Joint Board's review and written approval of all of the Plans.
Payment Milestone PM-006	90-180 Days After NTP	This Payment Milestone shall include the Plans not included in individual Payment Milestones above which are due to the Joint Board 180 days after NTP and are located in the TR Section TP described as TP- 004, TP-005, TP-007, TP-011, TP-012, TP-013, and TP-028.

	Payment Milestone	Description
		The TSP may invoice the Joint Board for this Payment Milestone upon delivery of all Plans listed above and after Joint Board's review, and written approval of all of the Plans other than the Plan described in TR Section TP-028.
Payment Milestone PM-007	Completion of System Acceptance Test	This Payment Milestone shall include the remaining Plans not included in individual Payment Milestones above which are due to the Joint Board at the completion of the System Acceptance Test and are located in the TR Section TP-014. The TSP may invoice the Joint Board for this Payment Milestone upon delivery of the Plan listed above and after the Joint Board's review and written approval of the Plan.
Item No. PM-009	**Cumulative Summary**	**Total Project Management and Planning Document Price (PM-009)=PM-003+PM-008**
Item No. T-007	**Cumulative Summary**	**Total End to End System Test Price (T-007)=T-001+T-002+T-003+T-004+T-005+T-006**
Payment Milestone T-001	Baseline Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-020 for details and requirements for this Payment Milestone. The TSP may invoice for the Joint Board for this Payment Milestone upon the successful completion of the Baseline Test requirements and after the Joint Board has reviewed and approved in writing both the Baseline Test Plan and the results of a successful Baseline Test.
Payment Milestone T-002	Pre-Production Controlled Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-021 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Pre-Production Controlled Test requirements and after the Joint Board has reviewed and approved in writing both the Pre-Production Controlled Test Plan and results of a successful Pre-Production Controlled Test.

	Payment Milestone	Description
Payment Milestone T-003	Back Office System Production Readiness Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-022 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Back Office System Production Readiness Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Production Readiness Test Plan and the results of a successful Back Office System Production Readiness Test.
Payment Milestone T-004	System Production Readiness Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-023 for details and requirements for this Payment Milestone. For each of the 3 required System Production Readiness Tests, the TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the System Production Readiness Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Production Readiness Test Plan and the results of a successful System Production Readiness Test.
Payment Milestone T-005	Operations Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-0023 for details and requirements for this Payment Milestone. For each of the 4 required Operations Tests, the TSP may invoice the Joint Board for this Payment Milestone upon the successful completion of the Operations Test requirements and after the Joint Board has reviewed and provided its written approval of both the Operations Test Plan and results of a successful Operations Test.
Payment Milestone T-006	System Acceptance Test	This Payment Milestone description is located in the Technical Requirements. Please refer to TR Section TP-0024 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for this Payment Milestone upon (i) the successful completion of the System Acceptance Test requirements and after the Joint Board has reviewed and provided its written approval of both the System Acceptance Test Plan and results of a successful System Acceptance Test, and (ii) satisfaction

	Payment Milestone	Description
		of all other conditions to Final Payment of the Total Toll Collection System Capital Price set forth in Section 12.8.1 of the Agreement.
Item No. DM-003	**Cumulative Summary**	**Total Data Mart Price (DM-003)= DM-001 or DM-002, whichever is the higher price**
Payment Milestone DM-001	Option 1: Data Mart Copy	This Payment Milestone shall include providing all Hardware, Software, equipment, the installation, labor, installation plan and the technical support necessary for the TSP to provide the Joint Board with a separate copy of the Transaction, account and other system data in the TCS on or before the Revenue Service Date and shall be continuously updated throughout the Contract Term. The Payment Milestone description is located in the Technical Requirements. Please refer to TR Sections SA-050, SA-051, and SA-052. The TSP may invoice the Joint Board for this Payment Milestone after TSP has completed installation of a separate copy of the Project data and TSP has demonstrated to the Joint Board's satisfaction, as confirmed in writing by the Joint Board, that the Data Mart may be queried and such queries will result in generation of the Joint Board's desired reports.
Payment Milestone DM-002	Option 2: ETL	This Payment Milestone shall include all Hardware, Software, equipment, the installation, labor, installation plan and the technical support for the TSP to allow ETL Software to access the Transaction, account and other system data in the Toll Collection System on or before the Revenue Service Date from both a KYTC and an INDOT data system and shall be continuously updated throughout the Contract Term. This Payment Milestone description is located in the Technical Requirements. Please refer to TR Sections SA-050, SA-051 and SA-052. The TSP may invoice the Joint Board for this Payment Milestone upon TSP's demonstration to the Joint Board's satisfaction, as confirmed in writing by the Joint Board, that TSP has completed the work necessary to establish the ETL's ability to access the above described data in a manner that will allow the ETL to query the database and such queries will result in generation of the Joint Board's desired reports.

	Payment Milestone	Description
Item No. BI-005	**Intermediate Summary**	**Bonds Price (BI-005)= BI-001+BI-002+BI-003+BI-004**
Payment Milestone BI-001	Installation Payment Bond	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-002	Installation Performance Bond	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-003	Operations and Maintenance Bond	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 8.1.1 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone	Warranty Bond	This Payment Milestone shall include the pay item description located in the Agreement. Please refer to Agreement Section 8.1.3 for details and requirements for this Payment Milestone.

	Payment Milestone	Description
BI-004		The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this bond after submittal of the bond to the Joint Board in the required form, or confirmation of reduction of the amount of the existing Payment and Performance Bonds to 20% of the Total Toll Collection System Capital Cost for the duration of the Warranty term, and the Joint Board's confirmation of coverage, verification, review and written approval of the bond.
Item No. BI-014	**Intermediate Summary**	**Insurance Price (BI-014)=BI-007+BI-008+BI-009+BI-010+BI-011+BI-012+BI-013**
Payment Milestone BI-007	Commercial General Liability	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.1 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone, after submittal of a copy of the coverage in form acceptable to the Joint Board the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-008	Worker's Compensation Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.2 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-009	Business Automobile Liability Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.3 for details and requirements for this Payment Milestone.

	Payment Milestone	Description
		The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-010	Umbrella or Excess Liability Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.4 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-011	Cyber Liability Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.5 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.
Payment Milestone BI-012	Crime Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.6 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.

	Payment Milestone	Description
Payment Milestone BI-013	Professional Liability Insurance	This Payment Milestone description is located in the Agreement. Please refer to Agreement Section 9.1.7 for details and requirements for this Payment Milestone. The TSP may invoice the Joint Board for reimbursement of actual costs up to the amount indicated in the Price Sheets in Exhibit C to the Agreement for this Payment Milestone after submittal of a copy of the coverage in form acceptable to the Joint Board, and the Joint Board's confirmation and written approval of the coverage.

	Payment Milestone	Description
Item No. BI-015	**Cumulative Summary**	**Total Bonds and Insurance Price (BI-015)=BI-005+BI-014**
Item No. OMR-004	**Intermediate Summary**	**Annual Roadside Operations (OMH-004)=OMH-001* OMR-002 *OMR-003, for each column C through F**
Payment Milestone OMR-001	Roadside Operations and Maintenance Per Lane Per Month	This Payment Milestone shall include all work required to operate and maintain roadside equipment measured on a per lane per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain roadside equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for Roadside Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMR-005	**Intermediate Summary**	**Total Roadside Operations and Maintenance Price Per Contract Term (OMR-005)= OMR-004 (Column C)+ OMR-004 (Column D) + OMR-004 (Column E) + OMR-004 (Column F) + OMR-004 (Column G) + OMR-004 (Column H) + OMR-004 (Column I)**
Item No. OMR-009	**Intermediate Summary**	**Annual CMS Operations (OMH-009)=OMR-006*OMR-007*OMR-008, for each column C through F**
Payment Milestone OMR-006	Changeable Message Sign (CMS) Operations and Maintenance Per Sign Per Month	This Payment Milestone shall include all work required to operate and maintain all changeable message signs and their associated equipment measured on a per sign per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain all changeable message signs and their associated equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items.

	Payment Milestone	Description
		The TSP may invoice the Joint Board for CMS Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMR-010	**Cumulative Summary**	**Total CMS Operations and Maintenance Price Per Contract Term (OMR-010)= OMR-009 (Column C)+ OMR-009 (Column D) + OMR-009 (Column E) + OMR-009 (Column F)+ OMR-009 (Column G) + OMR-009 (Column H) + OMR-009 (Column I)**
Item No. OMR-0011	**Cumulative Summary**	**Total Roadside and CMS Operations and Maintenance Price Per Contract Term (OMR-0011)= OMR-005+OMR-0010**
Item No. OMN-003	**Intermediate Summary**	**Annual Network Maintenance Price (OMN-003)=OMN-001*12 months for each Column C through I**
Payment Milestone OMN-001	Network/WAN/LAN/ Maintenance Per Month	This Payment Milestone shall include all work required to operate and maintain Network/WAN/LAN equipment measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain Network/WAN/LAN equipment other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for Network/WAN/LAN/ Operations and Maintenance on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMN-004	**Cumulative Summary**	**Total Network Maintenance Price Per Contract Term (OMN-004)= OMN-001*12 months for each Column C through I**

	Payment Milestone	Description
Item No. OMH-003	**Intermediate Summary**	**Annual Back Office System (BOS) Hosting Price (OMH-003)=OMH-001*12 months for each Column C through I**
Payment Milestone OMH-001	Back Office System (BOS) Hosting Price Per Month	This Payment Milestone shall include all work required to host the Back Office System (BOS) measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to host the BOS other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for Back Office System (BOS) Hosting on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMH-004	**Cumulative Summary**	**Total Back Office System (BOS) Hosting Price Per Contract Term (OMH-004)= OMH-003 (Column C)+OMH-003 (Column D) + OMH-003 (Column E) + OMH-003 (Column F) + OMH-003 (Column G) + OMH-003 (Column H) + OMH-003 (Column I)**
Item No. OMB-003	**Intermediate Summary**	**Annual Back Office System (BOS) IT Operations and Maintenance Price (OMB-003)=OMB-001*12, for each column C through I**
Payment Milestone OMB-001	Back Office System (BOS) IT Operations and Maintenance Price Per Month	This Payment Milestone shall include all Back Office System (BOS) IT Operations and Maintenance Work measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs for BOS IT Operations and Maintenance Work other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for Back Office System (BOS) IT Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's

	Payment Milestone	Description
		Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMB-004	**Cumulative Summary**	**Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term (OMB-004)= OMB-003 (Column C)+OMB-003 (Column D) + OMB-003 (Column E) + OMB-003 (Column F) +OMB-003 (Column G) + OMB-003 (Column H) + OMB-003 (Column I)**
Item No. OMT-003	**Intermediate Summary**	**Annual TOC Operations and Maintenance Price (OMT-003)=OMT-001*12, for each Column C through I**
Payment Milestone OMT-001	TOC Operations and Maintenance Fee Per Month	This Payment Milestone shall include all work required to operate and maintain the TOC measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain the TOC other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for TOC Operations and Maintenance Price on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMT-004	**Cumulative Summary**	**Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term (OMT-004)= OMT-003 (Column C)+OMT-003 (Column D) + OMT-003 (Column E) + OMT-003 (Column F) + OMT-003 (Column G) + OMT-003 (Column H) + OMT-003 (Column I)**
Item No.OMC-003	**Intermediate Summary**	**Annual Customer Service Center Operations and Maintenance Price (OMC-003)=OMC-001*12, for each Column C through I**

	Payment Milestone	Description
Payment Milestone OMC-001	Customer Service Center Operations and Maintenance Price Per Month	This Payment Milestone shall include all work required to operate and maintain the CSC measured on a per month basis in accordance with the Performance Requirements in the Technical Requirements. The Contract Price component for this Payment Milestone includes all TSP Work and Costs to operate and maintain the CSC other than Major Spare Parts (after expiration of required warranties) and other budgeted Pass Through Cost Items. The TSP may invoice the Joint Board for CSC Operations and Maintenance Work on a monthly basis and after the Joint Board has reviewed and approved in writing the previous month's Monthly Operations and Maintenance Report. The invoice must be accompanied by the Monthly Operations and Maintenance Report for such month.
Item No. OMC-004	**Cumulative Summary**	**Total Customer Service Center (CSC) Operations and Maintenance Price Per Contract Term (OMC-004)= OMC-003 (Column C)+OMC-003 (Column D) + OMC-003 (Column E) + OMC-003 (Column F) + OMC-003 (Column G) + OMC-003 (Column H) + OMC-003 (Column I)**