

EXHIBIT 2

PROPOSAL COMMITMENTS; ALTERNATIVE TECHNICAL CONCEPTS

Exhibit 2A: Proposal Commitments

Exhibit 2B: Alternative Technical Concepts

EXHIBIT 2A

PROPOSAL COMMITMENTS

[NOTE TO PROPOSERS: TO BE INCLUDED AT EXECUTION]

Exhibit 2A-1	SBE, LBE, LSBE, DVBE Affidavit
Exhibit 2A-2	Equal Benefits Ordinance Compliance Affidavits
Exhibit 2A-3	Key Personnel Statement of Availability
Exhibit 2A-4	Contractor Responsibility Program Questionnaire and Pledge of Compliance
Exhibit 2A-5	Early Works Agreement Rate Schedule
Exhibit 2A-6	Architectural Appeal of the APM Fixed Facilities Commitments (including Final Submittal Package with Scorable Design Concepts)
Exhibit 2A-7	Vehicle Aesthetics Commitments
Exhibit 2A-8	Project Safety and Security Commitments
Exhibit 2A-9	User Experience Commitments
Exhibit 2A-10	Inclusivity Commitments
Exhibit 2A-11	Sustainability Commitments
Exhibit 2A-12	Financial Plan
Exhibit 2A-13	Design and Construction Schedule of Values
Exhibit 2A-14	Electricity Consumption Forecast
Exhibit 2A-15	Bid Financial Model
Exhibit 2A-16	Pro-Forma Tables
Exhibit 2A-17	Hazardous Material Remediation Pricing Sheet
Exhibit 2A-18	Threat and Vulnerability Assessment and Mitigation Commitments
Exhibit 2A-19	Public Outreach/Stakeholder Communication Commitments

EXHIBIT 2A-1

SBE, LBE, LSBE, DVBE AFFIDAVIT

(See attached.)

EXHIBIT 2A-2

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVITS

(See attached.)

EXHIBIT 2A-3

KEY PERSONNEL STATEMENT OF AVAILABILITY

(See attached.)

EXHIBIT 2A-4

**CONTRACTOR RESPONSIBILITY PROGRAM QUESTIONNAIRE AND PLEDGE OF
COMPLIANCE**

(See attached.)

EXHIBIT 2A-5

EARLY WORKS AGREEMENT RATE SCHEDULE

(See attached.)

EXHIBIT 2A-6

**ARCHITECTURAL APPEAL OF THE APM FIXED FACILITIES COMMITMENTS (INCLUDING
FINAL SUBMITTAL PACKAGE WITH SCORABLE DESIGN CONCEPTS)**

(See attached.)

EXHIBIT 2A-7

VEHICLE AESTHETICS COMMITMENTS

(See attached.)

EXHIBIT 2A-8

PROJECT SAFETY AND SECURITY COMMITMENTS

(See attached.)

EXHIBIT 2A-9

USER EXPERIENCE COMMITMENTS

(See attached.)

EXHIBIT 2A-10

INCLUSIVITY COMMITMENTS

(See attached.)

EXHIBIT 2A-11

SUSTAINABILITY COMMITMENTS

(See attached.)

EXHIBIT 2A-12

FINANCIAL PLAN

(See attached.)

EXHIBIT 2A-13

DESIGN AND CONSTRUCTION SCHEDULE OF VALUES

(See attached.)

EXHIBIT 2A-14

ELECTRICITY CONSUMPTION FORECAST

(See attached.)

EXHIBIT 2A-15

BID FINANCIAL MODEL

(See attached.)

EXHIBIT 2A-16

PRO-FORMA TABLES

(See attached.)

EXHIBIT 2A-17

HAZARDOUS MATERIAL REMEDIATION PRICING SHEET

(See attached.)

EXHIBIT 2A-18

THREAT AND VULNERABILITY ASSESSMENT AND MITIGATION COMMITMENTS

(See attached.)

**[THIS EXHIBIT CONTAINS SENSITIVE SECURITY INFORMATION AND IS NOT INCLUDED
IN PUBLICLY AVAILABLE VERSIONS OF THE RFP DOCUMENTS]**

EXHIBIT 2A-19

PUBLIC OUTREACH/STAKEHOLDER COMMUNICATION COMMITMENTS

(See attached.)

EXHIBIT 2B

ALTERNATIVE TECHNICAL CONCEPTS

[NOTE TO PROPOSERS: TO BE INCLUDED AT EXECUTION]

EXHIBIT 3

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

LAWA Representatives:

- ***[NOTE TO PROPOSERS: TO BE COMPLETED AT EXECUTION]***

Developer Representative:

- ***[NOTE TO PROPOSERS: TO BE COMPLETED AT EXECUTION]***

EXHIBIT 4

PAYMENT MECHANISM

- Exhibit 4A: Milestone Payment Mechanism
- Exhibit 4B: Availability Payment Mechanism
 - Appendix A: Unavailability Factors
 - Appendix B: Utility Rate Risk Adjustment
- Exhibit 4C: Noncompliance Occurrence Tables

EXHIBIT 4A

MILESTONE PAYMENT MECHANISM

1. Milestone Payments

1.1. Subject to the terms and conditions of this Section 1, Developer shall be entitled to receive six payments from LAWA as partial compensation for Developer's performance of the D&C Work (each such payment, a "**Milestone Payment**"). Table 1.1 sets forth, for each Milestone Payment, the scheduled payment date, amount and certain conditions to payment.

Column A	Column B	Column C	Column D
Milestone Payment Number	Scheduled Milestone Payment Date	Milestone Payment Amount	Minimum D&C Percentage
1	March 31, 2019	<i>[Column C to be inserted from Developer's Financial Proposal prior to the Effective Date]</i>	15.0%
2	December 31, 2019	[]	30.0%
3	September 30, 2020	[]	50.0%
4	June 30, 2021	[]	65.0%
5	March 31, 2022	[]	80.0%
6	60 days after Final Completion Date	[]	N/A

Table 1.1 Milestone Payments

1.2. LAWA agrees to pay to Developer each of the Milestone Payments listed in Column A of Table 1.1 on dates requested by Developer (each, a "**Proposed Milestone Payment Date**") in accordance with the process and subject to the requirements set forth in this Section 1.2:

- (a) not later than 30 days prior to each Proposed Milestone Payment Date, Developer shall submit, in a format acceptable to LAWA, a written request for the Milestone Payment (each, a "**Milestone Payment Request**") that corresponds to such date;
- (b) LAWA will review each Milestone Payment Request within seven Business Days of receipt and may request modifications to the request or provision of additional information relating to the request;
- (c) LAWA will pay to Developer the Milestone Payment Amount listed in Column C of Table 1.1, subject to any Deductions calculated in accordance with Section 2

(D&C Period Noncompliance Deduction) of this Exhibit 4A, on or before the corresponding Proposed Milestone Payment Date, provided that Developer has satisfied each of the following conditions precedent (in respect of the conditions precedent set forth in clauses (i) through (iv), as determined by LAWA):

- (i) for each Milestone Payment, the Proposed Milestone Payment Date is not earlier than the corresponding Scheduled Milestone Payment Date listed in Column B of Table 1.1 (each, a “**Scheduled Milestone Payment Date**”);
- (ii) the applicable Milestone Payment Request is complete, complies with each requirement of Section 1.4, is reasonably satisfactory to LAWA in form and content, and Developer has provided all other information reasonably requested by LAWA relating to the request;
- (iii) there are no Developer Defaults;
- (iv) in connection with Milestone Payments 1 through 5, the D&C Percentage completed by Developer as of the date of such Milestone Payment Request is equal to or greater than the minimum D&C Percentage listed in Column D of Table 1.1 that corresponds to such Milestone Payment; and
- (v) in connection with Milestone Payment 6, Final Completion has occurred.

1.3. At least 30 days prior to Developer’s submission of the Milestone Payment Request for Milestone Payment Number 1 and at least 30 days prior to Developer’s submission of the Milestone Payment Request for Milestone Payment Number 6, Developer shall submit to LAWA a draft Milestone Payment Request so the Parties can finalize a mutually agreed form of the Milestone Payment Request.

1.4. Each Milestone Payment Request shall include the information and attachments described in this Section 1.4, certified by Developer’s Chief Executive Officer or equivalent officer.

- (a) Milestone Payment Number: Developer shall state the Milestone Payment Number, as listed in Column A of Table 1.1, to which the Milestone Payment Request applies.
- (b) Proposed Milestone Payment Date: Developer shall state the Proposed Milestone Payment Date corresponding to the relevant Milestone Payment Number.
- (c) Scheduled Milestone Payment Date: Developer shall state the Scheduled Milestone Payment Date corresponding to the relevant Milestone Payment Number.
- (d) Milestone Payment Amount: Developer shall state: (i) the original Milestone Payment Amount corresponding to the relevant Milestone Payment; (ii) the total amount of any D&C Period Noncompliance Deductions that apply to such Milestone Payment; and (iii) the total Milestone Payment Amount being

requested in the Milestone Payment Request, net of the applicable D&C Period Noncompliance Deductions.

- (e) Deductions Report: In connection with Milestone Payments 1 through 5, Developer shall provide a report summarizing all D&C Period Noncompliance Points and D&C Period Noncompliance Deductions that apply to the Milestone Payment.
- (f) D&C Percentage: In connection with Milestone Payments 1 through 5, Developer shall state: (i) the actual D&C Percentage as of the date of such Milestone Payment Request, as determined by the LTA; and (ii) the Minimum D&C Percentage listed in Column D in Table 1.1 that corresponds to the relevant Milestone Payment.
- (g) Milestone Payment 6: In connection with Milestone Payment 6, Developer shall state the Final Completion Date and provide a copy of the Certificate of Final Completion.

1.5. Developer shall use its best efforts to cause the LTA to at all times act in good faith and exercise the standard of care and degree of skill, diligence and prudence required of the LTA under the LTA Agreement.

2. D&C Period Noncompliance Deductions

2.1. LAWA may make D&C Period Noncompliance Deductions from each Milestone Payment in accordance with this Section 2.

2.2. Deductions from:

- (a) each of Milestone Payments 1 through 5 shall be in the amount of the sum of all Deductions calculated in accordance with the D&C Period Noncompliance Occurrences Table set forth in Exhibit 4C for the period (i) commencing 60 days before the previous Scheduled Milestone Payment Date, or if none, commencing on the Effective Date; and (ii) ending 60 days before the Scheduled Milestone Payment Date for the Milestone Payment to which the Deductions will apply; and
- (b) Milestone Payment 6 shall be in the amount of the sum of all Deductions calculated in accordance with the D&C Period Noncompliance Occurrences Table set forth in Exhibit 4C for the period commencing 60 days before the Scheduled Milestone Payment Date for Milestone Payment 5 and ending on the Final Completion Date.

2.3. Developer shall submit to LAWA, 30 days before the anticipated date of Final Completion, a report providing a preliminary summary of all D&C Period Noncompliance Points and D&C Period Noncompliance Deductions calculated as of 60 days prior to the anticipated Final Completion Date. Within 30 days following the Final Completion Date, Developer shall submit to LAWA a final summary of all D&C Period Noncompliance Points and D&C Period Noncompliance Deductions calculated as of the Final Completion Date.

2.4. D&C Period Noncompliance Deductions will be double the amount calculated pursuant to Section 2.2 with respect to any period for which the event resulting in the assessment of Deductions occurs on a Critical Day.

2.5. If the amount of D&C Period Noncompliance Deductions calculated in accordance with Section 2.2(a), combined with the amount of any other adjustments that LAWA makes to a Milestone Payment in accordance with the terms of the Contract Documents, would reduce any of Milestone Payments 1 through 5 to less than 90% of the applicable Milestone Payment Amount, then the excess of such D&C Period Noncompliance Deductions amount and any other adjustment amount shall accrue and be added to the D&C Period Noncompliance Deduction for the subsequent Milestone Payments until such accrued amount has been deducted in full.

EXHIBIT 4B

AVAILABILITY PAYMENT MECHANISM

Part A: Calculation of Availability Payments

1. Availability Payments

1.1. Annual Maximum Availability Payment

The MaxAP for Operating Year (y) (**MaxAP_y**) shall be calculated for any period commencing on or after the Passenger Service Availability Date as follows:

$$MaxAP_y = MAPC \times 1.03^{y-1} + MAPO \times ESC_y$$

Where:

MAPC means Base Capital MaxAP

MAPO means Base Operating MaxAP

ESC_y means the escalation factor calculated in accordance with Section 1.4 (Availability Payment Escalation) of this Part A

y means the numbered Operating Year commencing on the Passenger Service Availability Date and on each twelve month anniversary thereof

1.2. Maximum Monthly Payments

Subject to any limitations and exceptions expressly provided in the Agreement, annual Availability Payments shall be paid to Developer in monthly installments. The Maximum Monthly Payment (**MMP_m**) shall be calculated as the monthly amount of the annual MaxAP plus, for the Month immediately following the end of each Quarter, a Utility Rate Risk adjustment calculated pursuant to the terms of Appendix B (Utility Rate Risk Adjustment) of this Exhibit 4B as follows:

For the first Month of a Quarter:

$$MMP_m = \frac{1}{12} \times MaxAP_y + URRR_{q-1}$$

Where:

URRR_{q-1} means, for the first Month of a Quarter, any quarterly addition or reduction arising pursuant to the terms of Appendix B (Utility Rate Risk Adjustment) of this Exhibit 4B

For the second and third Months of a Quarter:

$$MMP_m = \frac{1}{12} \times MaxAP_y$$

1.3. Monthly Disbursement

The Maximum Monthly Payment (**MMP_m**) shall be subject to reductions based on the Applied Deductions, if any. Each Monthly Disbursement paid to Developer in a calendar Month (m) (**MD_m**) shall be calculated as follows:

$$MD_m = MMP_m - AD_m$$

Where:

AD_m means the Applied Deduction as calculated in Section 2 (Calculation of Deduction Adjustments) of this Part A

1.4. Availability Payment Escalation

The Escalation Factor (**ESC_y**) for each Operating Year (y) shall be calculated in accordance with the following formula:

$$ESC_y = \left(30\% \times \frac{CPI_y}{CPI_{base}} + 40\% \times \frac{LABI_y}{LABI_{base}} + 15\% \times \frac{MPI_y}{MPI_{base}} + 15\% \times \frac{TEI_y}{TEI_{base}} \right) \times \frac{1}{1.13}$$

Where:

CPI_y means the value of CPI corresponding to the most recently published Month as of commencement of Operating Year (y)

CPI_{base} means the value of CPI corresponding to the most recently published Month as of the Financial Proposal Due Date

LABI_y means the value of LABI corresponding to the most recently published Month as of commencement of Operating Year (y)

LABI_{base} means the value of LABI corresponding to the most recently published Month as of the Financial Proposal Due Date

MPI_y means the value of MMPI corresponding to the most recently published Month as of commencement of Operating Year (y)

MPI_{base} means the value of MMPI corresponding to the most recently published Month as of the Financial Proposal Due Date

TEI_y means the value of TEI corresponding to the most recently published Month as of commencement of Operating Year (y)

TEI_{base} means the value of TEI corresponding to the most recently published Month as of the Financial Proposal Due Date

$\frac{1}{1.13}$ is an adjustment to de-escalate Operating Year 1 dollars to an amount corresponding with the Financial Proposal Due Date, thereby matching the date used in the base indices *CPI_{base}*, *LABI_{base}*, *MPI_{base}* and *TEI_{base}*

2. Calculation of Deduction Adjustments

2.1. Maximum Quarterly Deduction

The Maximum Quarterly Deduction (**MQD_q**) is calculated once per Quarter (during the first Month) and represents the maximum amount of O&M Period Deductions that LAWA may apply in each Quarter (q) during the O&M Period, provided that:

- (a) if the total amount of O&M Period Deductions calculated for Quarter (q-1) exceeds 40% of the aggregate Maximum Monthly Payments during Quarter (q), then: (1) the Maximum Quarterly Deduction shall be equal to 40% of the aggregate Maximum Monthly Payments; and (2) any excess amount of O&M Period Deductions ("**Excess Quarterly Deductions**" (**EQD**)) shall be accumulated and added to the Maximum Quarterly Deduction for the subsequent Quarter.

$$\text{If } (\Sigma UA_m + \Sigma OMND_m) > 40\% \times \Sigma MMP_m$$

then:

$$(1) \quad MQD_q = 40\% \times \Sigma MMP_m$$

$$(2) \quad EQD_q = EQD_{q-1} + \Sigma UA_m + \Sigma OMND_m - MQD_q$$

Where:

$\Sigma OMND_m$ means the sum of all O&M Period Noncompliance Deductions for the previous Quarter (q-1), calculated in accordance with Section 1.3 of Part B of this Exhibit 4B

ΣUA_m means the sum of all Unavailability Deductions for the previous Quarter (q-1), calculated in accordance with the provisions set out in Part B of this Exhibit 4B

ΣMMP_m means the sum of the values of MMP for each Month in Quarter (q), calculated in accordance with Section 1.2 of Part A of this Exhibit 4B

EQD_q means the end of Quarter balance of Excess Quarterly Deductions for the Quarter (q)

EQD_{q-1} means the end of Quarter balance of Excess Quarterly Deductions for the Quarter (q-1)

- (b) if the total amount of O&M Period Deductions for Quarter (q-1) is less than or equal to 40% of the aggregate Maximum Monthly Payments during Quarter (q), then the Maximum Quarterly Deduction amount shall equal the O&M Period Deductions plus, to the extent that it can be applied, any carried forward Excess Quarterly Deductions from previous Quarters, as follows:

$$\text{If } (\Sigma UA_m + \Sigma OMND_m) \leq 40\% \times \Sigma MMP_m$$

then:

(1) $MQD_q = \text{the lesser of:}$

$$A: \Sigma UA_m + \Sigma OMND_m + EQD_{q-1}$$

$$B: 40\% \times \Sigma MMP_m$$

(2) $EQD_q = EQD_{q-1} + \Sigma UA_m + \Sigma OMND_m - MQD_q$

2.2. Monthly Application of Deductions

2.2.1. Application of Deductions in the First Month of Each Quarter

The Maximum Quarterly Deduction shall be applied in the Month immediately following the Quarter for which the Maximum Quarterly Deduction was calculated, provided that:

- (a) if the Maximum Quarterly Deduction which may be applied to Month (m) exceeds the Maximum Monthly Payment for Month (m), then: (1) the amount of the Deduction actually applied (“**Applied Deduction**”) shall be equal to the Monthly Maximum Payment; and (2) any unapplied amount of the Maximum Quarterly Deduction (“**Unapplied Deductions**” (UD)) shall be accumulated and applied to each subsequent Month until such accumulated amounts have been deducted in full.

$$\text{If } MQD_q > MMP_m$$

then:

$$(1) AD_m = MMP_m$$

$$(2) UD_m = UD_{m-1} + MQD_{q-1} - AD_m$$

Where:

UD_m means the end of Month balance of Unapplied Deductions for the Month (m)

UD_{m-1} means the end of Month balance of Unapplied Deductions for the previous Month (m-1)

- (b) if the Maximum Quarterly Deduction which may be applied to Month (m) is less than or equal to the Maximum Monthly Payment for Month (m), then the amount of the Applied Deduction shall be the Maximum Quarterly Deduction plus, to the extent that it can be applied, any carried forward Unapplied Deductions from previous Months, as follows:

$$\text{If } MQD_q \leq MMP_m$$

then:

- (1) $AD_m = \text{the lessor of:}$
- A: $MQD_q + UD_{m-1}$
- B: MMP_m
- (2) $UD_m = UD_{m-1} + MQD_q - AD_m$

2.2.2. Application of Deductions in the Second and Third Months of Each Quarter

For the second and third Months of each Quarter (q), any Unapplied Deductions shall, to the extent possible, be fully applied but not exceed the Maximum Monthly Payment for that Month.

- (1) $AD_m = \text{the lessor of:}$
- A: UD_{m-1}
- B: MMP_m
- (2) $UD_m = UD_{m-1} - AD_m$

3. Partial Years

For partial Months that occur due to the Passenger Service Availability Date, or the effective date of the termination of the Agreement not coinciding with the first day of a Month, a pro rata adjustment to the Maximum Monthly Payment shall be made.

Part B: Deductions from Availability Payments

1.1. LAWA may make Deductions from Availability Payments in accordance with this Part B of Exhibit 4B.

1.2. Unavailability Deductions (UA_m) with respect to Month (m) shall be calculated in accordance with the following formula:

$$UA_m = \left(OSUAF_m + \frac{SUA_m}{t_m} \right) \times MaxAP_y \times \frac{1}{12}$$

Where:

SUA_m means the Station Unavailability Period during Month (m) calculated and adjusted in accordance with Section 2.1 of Appendix A to this Exhibit 4B and expressed in hours

$OSUAF_m$ means the APM OS Unavailability Factor calculated in Section 1.1 of Appendix A to this Exhibit 4B

t_m Means the number of hours in Month (m)

1.3. O&M Period Noncompliance Deductions ($OMND_m$) with respect to the relevant Month (m) shall be calculated in accordance with the following formula:

$$OMND_m = UOMND_m \times ESC_y$$

Where:

$UOMND_m$ means the sum of all O&M Period Noncompliance Deductions during Month (m), calculated in accordance with the O&M Period Noncompliance Occurrences Table set forth in Exhibit 4C (Noncompliance Occurrence Tables).

1.4. If an event may result in both an Unavailability Deduction and an O&M Period Noncompliance Deduction, the higher Deduction shall apply.

1.5. Unavailability Deductions and O&M Period Noncompliance Deductions will be double the amount calculated pursuant to Sections 1.1 to 1.4 with respect to any period for which the event resulting in the assessment of Deductions occurs on a Critical Day.

1.6. Developer shall submit to LAWA Monthly Performance Monitoring Reports for each Month and Quarterly Performance Monitoring Reports for each quarter during the O&M Period.

Part C: Invoicing of Monthly Disbursements

1.1. For each Monthly Disbursement, Developer shall submit an invoice in a format acceptable to LAWA no later than the 10th day of the Month immediately following the relevant Month.

1.2. Invoices for each Month immediately following the end of a Quarter shall include a report detailing the Unavailability Deductions and O&M Period Noncompliance Deductions applicable to that Quarter.

1.3. Each Monthly Disbursement invoice shall include the information and attachments described in this Section 1.3, certified by Developer's Chief Executive Officer or equivalent officer:

- a) Monthly Disbursement Invoice Number: Developer shall state the Monthly Disbursement Number, using sequential numbering, to which the Monthly Disbursement invoice applies;
- b) Monthly Disbursement Amount: Developer shall state the requested Monthly Disbursement amount, calculated based on the Maximum Monthly Payment and the applicable Applied Deduction; and
- c) Adjustments and Deductions: For invoices for the first Month of each Quarter, Developer shall state Developer's calculation of the utility rate risk adjustment (URRA), the Maximum Quarterly Deduction and any Excess Quarterly Deductions.

1.4. At least 30 days prior to Developer's submission of the first Monthly Disbursement invoice, Developer shall submit to LAWA a draft Monthly Disbursement invoice so the Parties can finalize a mutually agreed form of invoice.

APPENDIX A: UNAVAILABILITY FACTORS

1. APM Operating System Unavailability Factor

Developer shall determine APM OS Availability for each Month of the O&M Period in accordance with the procedures set forth in Part 2B, Section 11.3.6.2 (Service Mode Availability) of the Technical Provisions. The APM OS Unavailability Factor (OSUAF_n) for Month (n) shall be calculated as follows:

APM OS Availability_n	OSUAF_n
99.5% and above	0
99.4%	0.010
99.3%	0.020
99.2%	0.030
99.1%	0.040
99.0%	0.050
98.9%	0.065
98.8%	0.080
98.7%	0.095
98.6%	0.110
98.5%	0.125
98.4%	0.140
98.3%	0.155
98.2%	0.170
98.1%	0.185
98.0%	0.200
97.9%	0.215
97.8%	0.230
97.7%	0.245
97.6%	0.260
97.5%	0.275
97.4%	0.290
97.3%	0.305
97.2%	0.320
97.1%	0.335
97.0%	0.350
96.9%	0.365

96.8%	0.380
96.7%	0.395
96.6%	0.410
96.5%	0.425
96.4%	0.440
96.3%	0.455
96.2%	0.470
96.1%	0.485
96.0%	0.500
95.9%	0.500
95.8%	0.500
95.7%	0.500
95.6%	0.500
95.5%	0.500
95.4%	0.500
95.3%	0.500
95.2%	0.500
95.1%	0.500
95.0%	0.500
94.9%	0.500
94.8%	0.500
94.7%	0.500
94.6%	0.500
94.5%	0.500
94.4%	0.500
94.3%	0.500
94.2%	0.500
94.1%	0.500

94.0%	0.500
93.9%	0.500
93.8%	0.500
93.7%	0.500
93.6%	0.500
93.5%	0.500
93.4%	0.500
93.3%	0.500
93.2%	0.500
93.1%	0.500
93.0%	0.500
92.9%	0.500
92.8%	0.500
92.7%	0.500
92.6%	0.500
92.5%	0.500
92.4%	0.500
92.3%	0.500
92.2%	0.500
92.1%	0.500
92.0%	0.500

91.9%	0.500
91.8%	0.500
91.7%	0.500
91.6%	0.500
91.5%	0.500
91.4%	0.500
91.3%	0.500
91.2%	0.500
91.1%	0.500
91.0%	0.500
90.9%	0.500
90.8%	0.500
90.7%	0.500
90.6%	0.500
90.5%	0.500
90.4%	0.500
90.3%	0.500
90.2%	0.500
90.1%	0.500
90.0%	0.500
89.9%	0.500

For APM OS Availability values below 99.5%, OSUAF shall be calculated by linear interpolation.

2. Station Unavailability Period

2.1. Developer shall determine the duration of Station Downtime Events for each Month of the O&M Period in accordance with the requirements of Part 3, Section 3.2.1 (Station Unavailability) of the Technical Provisions. The Station Unavailability Period (SUA_n) for Month (n) shall be calculated based on the following:

- (a) Station Downtime Events of less than ten minutes shall not be included in the calculation;
- (b) to the extent that two or more Station Downtime Events occur at different stations at the same time, then, for the period of concurrency, the duration of Station Downtime shall be treated as three times actual duration for purposes of the Station Unavailability Period calculation; and

- (c) Station Unavailability Period for Month (n) shall be set as equal to duration of Station Downtime Events summed across the APM System for the Month.

APPENDIX B: UTILITY RATE RISK ADJUSTMENT

1. Utility Consumption Monitoring and Measurement

1.1. During the O&M Period, Developer shall monitor and measure the consumption of electricity and water for the Project using monitoring equipment and systems suitable to enable the following:

- (a) collection of the information and automatic generation of the reports required in Section 2 (Utility Consumption Reporting) of this Appendix B; and
- (b) collection of the information required in Section 3 (Quarterly Rate Adjustment) of this Appendix B.

1.2. Developer shall submit to LAWA for review and comment a description of its approach to monitoring and measuring electricity and water usage three months prior to the Passenger Service Availability Deadline.

2. Utility Consumption Reporting

2.1. By the 15th day following each Month during the O&M Period, Developer shall deliver to LAWA a report showing its actual consumption of electricity and water for that previous Month.

2.2. By the 15th day following each Quarter during the O&M Period, Developer shall deliver to LAWA a report showing actual electricity and water consumption and its weighted average rates for electricity and water for that previous Quarter calculated based on Developer's total expenditure on such utilities for the Quarter.

3. Quarterly Rate Adjustment

3.1. Electricity

3.1.1. The Electricity Rate Risk Share Consumption Cap for Quarter (q) means the forecasted electricity consumption in Developer's Proposal as shown in Exhibit 2A (Proposal Commitments):

- (a) If the electricity consumption for Quarter (q) is more than or equal to the Electricity Rate Risk Share Consumption Cap for Quarter (q), then the electricity consumption for the purpose of the ERRS shall be equal to the Electricity Rate Risk Share Consumption Cap for Quarter (q).

If $EC_q \geq ERRSCap_q$

then:

$$AEC_q = ERRSCap_q$$

Where:

EC_q means the unadjusted electricity consumption (total electricity consumed for the Project in kWh) for Quarter (q)

AEC_q means the adjusted electricity consumption for the purpose of the ERRS calculation for Quarter (q)

$ERRSCap_q$ means the Electricity Rate Risk Share Consumption Cap for Quarter (q)

- (b) If the electricity consumption for Quarter (q) is less than the Electricity Rate Risk Share Consumption Cap for Quarter (q), then the unadjusted electricity consumption shall be used for the purpose of the ERRS.

If $EC_q < ERRSCap_q$

then:

$$AEC_q = EC_q$$

- (c) The ERRS for Quarter (q) is the adjusted electricity consumption multiplied by the difference between the actual average electricity rate less the baseline electricity rate.

$$ERRS_q = AEC_q \times (aer_q - ber_q)$$

Where:

AEC_q means the adjusted electricity consumption for the purposes of the ERRS calculation for Quarter (q)

aer_q means the weighted average electricity rate for Quarter (q)

ber_q means the baseline electricity rate for Quarter (q)

$$ber_q = ber_{sd} \times 1.04^{n/12}$$

Where:

ber_{sd} means the baseline electricity rate of \$___/kWh **[NOTE TO PROPOSERS: TO BE SET AS OF THE SETTING DATE.]**

n means the number of Months between the Setting Date and the end of Quarter (q), rounded to the nearest whole number

3.2. Water

The WRRR for Quarter (q) is the actual water consumption multiplied by the difference between the actual average water rate less the baseline water rate.

$$WRRR_q = AWC_q \times (awr_q - bwr_q)$$

Where:

AWC_q means the actual water consumption for Quarter (q)
 awr_q means the weighted average water rate for Quarter (q)
 bwr_q means the baseline water rate for Quarter (q)

$$bwr_q = bwr_{sd} \times 1.05^{n/12}$$

Where:

bwr_{sd} means the baseline water rate of \$___/HCF **[NOTE TO PROPOSERS: TO BE SET AS OF THE SETTING DATE.]**

3.3. Utility Rate Risk Adjustment

For purposes of the calculation set forth in Section 1.2 of Part A (Calculation of Availability Payments) to Exhibit 4B, the Utility Rate Risk Adjustment (**URRA_{q-1}**) shall be calculated as follows:

$$URRA_{q-1} = ERRS_{q-1} + WRRR_{q-1}$$

EXHIBIT 4C

NONCOMPLIANCE OCCURRENCE TABLES

(See attached.)

Table 1. D&C Period Noncompliance Occurrences

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
1	Submittals	APM System Maintenance Plan	Submit APM System Maintenance Plan by the times prescribed in the Contract Documents	0	14 days	14 days	2,500	Part 2C, 3.3, Part 2A, 6.7
2	Submittals	APM System Operating Plan	Submit APM System Operating Plan by the time prescribed in the Contract Documents	0	14 days	14 days	2,500	Part 2C, 3.2, Part 2A, 6.7 Part 3, 4.1
3	Submittals	APM System O&M Management Plan	Submit APM System O&M Management Plan by the time prescribed in the Contract Documents	0	N/A	14 days	2,500	Part 2C, 3.1.1, Part 2A, 6.7
4	Submittals	D&C Period Monthly Report	Submit Monthly Report by the time prescribed in the Contract Documents	1	N/A	7 days	500	Part 2,A 3.3.2, Part 2A, 6.7
5a	Submittals	Project Schedule	Submit first update to the Initial Project Schedule and Baseline Schedule, by the time prescribed in the Contract Documents	10	N/A	24 hours	-	DBFOMA 7.4.1, Part 2A, 3.1.2, 3.1.3, Part 2A 6.7
5b	Submittals	Project Schedule	Submit any revisions to the Project Schedule by the time prescribed in the Contract Documents	2	N/A	7 days	-	DBFOMA 7.4.1, Part 2A, 3.1
6	Submittals	Project Recovery Schedule	Submit a Recovery Schedule along with the submission of the next monthly progress schedule update if the monthly progress schedule update shows a delay of more	20	N/A	24 hours	-	Part 2A, 3.2.2.G1

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
			than 14 calendar days to the Passenger Service Availability Date					
7	Submittals	Project Management Plan	Submit Project Management Plan by the time prescribed in the Contract Documents	2	N/A	7 days	2,500	Part 2A, 1.1, 6.7
8	Submittals	D&C Period Quality Program	Submit Developer's Quality Program within 30 days of Financial Close	2	N/A	7 days	2,500	Part 2A, 4.1, 6.7
9	Submittals	D&C Period Transportation Management Plan	Submit Transportation Management Plan by the time prescribed in the Contract Documents	2	N/A	7 days	2,500	Part 2A, 16.2
10a	Inclusivity	Local Small Business Participation Requirements	Utilize the services of firms certified as LSBE at the minimum participation levels for Design Work required by <u>Section 9.6.1.1</u>	40 + 10 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.1
10b	Inclusivity	Local Small Business Participation Requirements	Utilize the services of firms certified as LSBE at the minimum participation levels for Construction Work required by <u>Section 9.6.1.2</u>	40 + 10 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.2
10c	Inclusivity	Local Business Participation Requirements	Utilize the services of firms certified as LBE at the minimum participation levels for Design Work required by <u>Section 9.6.1.1</u>	30 + 10 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.1
10d	Inclusivity	Local Business Participation Requirements	Utilize the services of firms certified as LBE at the minimum participation levels for Construction Work required by <u>Section 9.6.1.2</u>	30 + 10 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.2
10e	Inclusivity	Small Business Participation	Utilize the services of firms certified as SBE at the minimum participation levels for	20 + 5 for every 1% below the	N/A	N/A	Deduction will be calculated per LAWA	DBFOMA 9.6.1.1

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
		Requirements	Design Work required by <u>Section 9.6.1.1</u>	requirement			Ordinance	
10f	Inclusivity	Small Business Participation Requirements	Utilize the services of firms certified as SBE at the minimum participation levels for Construction Work required by <u>Section 9.6.1.2</u>	20 + 5 for every 1% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.2
10g	Inclusivity	Disabled Veteran Business Participation Requirements	Utilize the services of firms certified as DVBE at the minimum participation levels for Design Work required by <u>Section 9.6.1.1</u>	20 + 5 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.1
10h	Inclusivity	Disabled Veteran Business Participation Requirements	Utilize the services of firms certified as DVBE at the minimum participation levels for Construction Work required by <u>Section 9.6.1.2</u>	20 + 5 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.1.2
10i	Inclusivity Submittal	Local Business Participation Requirements	If Developer fails to achieve at least 96 % of the participation levels specified in Developer's Inclusivity Plan for LSBE or LBE firms for the applicable year, submit a remedial plan in accordance with <u>Section 9.6.1.3</u>	10	N/A	30 days	N/A	DBFOMA 9.6.1.3
10j	Inclusivity Submittal	Small and Veteran Business Participation Requirements	If Developer fails to achieve at least 96% of the participation levels specified in Developer's Inclusivity Plan for SBE or DVBE firms for the applicable year, submit a remedial plan in accordance with <u>Section 9.6.1.3</u>	4	N/A	30 days	N/A	DBFOMA 9.6.1.3
10k	Inclusivity	D&C Subcontracting	Comply with the specific commitments of a remedial plan submitted to LAWA in accordance with <u>Section 9.6.1.3</u>	20	30 days	30 days	20,000	DBFOMA 9.6.1.3

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
10l	Labor	D&C Local Hire Requirements	Meet the 30% minimum annual utilization of Local Workers required by <u>Section 9.9.2</u>	20 + 5 for every 1% below the requirement	N/A	N/A	50,000 + 2,500 for every 1% below the requirement	DBFOMA 9.9.2
10m	Labor	D&C Apprenticeship Requirements	Hire a minimum of 100 apprenticeship positions during the D&C Period	40 + 5 for every position less than the required number	N/A	N/A	100,000 + 20,000 for every position less than the required number	DBFOMA 9.9.2
10n	Labor	D&C Work Force Development	Meet the work force development commitments for Construction Work set forth in <u>Exhibit 2A-10</u> (Inclusivity Commitments) [NOTE TO PROPOSERS: MINIMUM PERFORMANCE REQUIREMENTS WILL BE ADDED TO EXHIBIT 2 PRIOR TO CLOSE TO REFLECT THE SELECTED PROPOSER'S SPECIFIC PROPOSAL COMMITMENTS]	20 + 5 for every 1% below each commitment until the level of the base requirement is reached	N/A	N/A	100,000 + 20,000 for every 1% below each commitment until the level of the base requirement is reached	DBFOMA Exhibit 2A-10
11	Public Outreach	Public Notification	Meet the notification requirements of Part 2A, Table 26.4-1	0	2 hours	2 hours	500	Part 2A, 26.4
12	Public Outreach	Public Notification	No more than 6 Failures to meet the requirements of Table 26.4-1 in a month	0	None	1 month	20,000	Part 2A, 26.4
13	Road Cleaning	Sweeping of roadway surfaces	All public roadways and walkways adjacent to the Work of the Project, including those within the Site, shall be cleaned daily	0	N/A	24 hours	2,500	Part 2A, 23.3
14	RESERVED							
15	Maintenance of Traffic	D&C Period Traffic Control Plan	Submit a Traffic Control Plan 30 days prior to implementation.	1	24 hours	12 Hours	500	Part 2A, 16.3.1, 6.7

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
16	Maintenance of Traffic	D&C Period Planned Lane Closure	Any lane shall not be closed outside the time period detailed in the approved Traffic Control Plan on: East Way Lower Level Northbound; West Way Lower Level Southbound	2	24 hours	24 hours	2,500	Part 2A, 16.4.1, Table 16-1
17	Maintenance of Traffic	D&C Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: West Way Upper Level; Center Way N from West Way to East Way; Center Way from East Way to World Way (east end)	2	N/A	1 hour	2,500	Part 2A, 16.4.1, Table 16-1
18	Maintenance of Traffic	D&C Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: World Way Upper and Lower levels	10	N/A	15 minutes	50,000	Part 2A, 16.4.1, Table 16-1
19a	Maintenance of Traffic	D&C Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: W. Century Blvd; Airport Blvd; Aviation Blvd; W Arbor vitae	2	N/A	15 minutes	10,000	Part 2A, 16.4.1, Table 16-2
19b	Maintenance of Traffic	D&C Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: South Sepulveda Boulevard/ SR1	2	N/A	1 hour	2,500	Part 2A, 16.4.1, Table 16-2
19c	Maintenance of Traffic	D&C Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: W 96 th St, W 98 th St, Bellanca Ave,	2	12 hours	12 hours	2,500	Part 2A, 16.4.1, Table 16-2

ID	Element Category	Required Task	Minimum Performance Requirements	D&C Noncompliance Event Points	Rectification Period	Interval of Recurrence	D&C Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
20	Parking Garage Closures	Limitation on concurrent loss of parking spaces	At no time shall the Developer require the closure of more than 2000 existing spaces in the CTA parking structures	10	N/A	24 hours	40,000	Part 2A, 16.5.1A
21	Key Personnel	Maintain Key Personnel	Developer shall not change Key Personnel except for the reasons permitted in <u>Section 9.5(b)</u> of the Agreement	10	28 days	14 days	40,000	DBFOMA 9.5 (b)
22	Constructing without a Design	Constructing without a Design	Developer shall obtain LAWA Approval for each set of Release for Construction Documents (RFCDs) before commencing the Construction Work contained in such RFCDs.	20	24 hours	24 hours	40,000	Part 2A, 5.7
23	ADA Compliance	ADA Construction Certification	Submit a report from the ADA Coordinator certifying that all permanent and temporary construction is in compliance with applicable ADA requirements on the timescale and in the form required by Part 2B 3.3.3	20	N/A	7 days	40,000	Part 2B 3.3.3

Table 2. O&M Period Noncompliance Occurrences

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
1	Insurance	Verification of Insurance Coverage	Developer shall deliver to LAWA the written binder of insurance by the time required by <u>Section 10.1.2.4 (a)</u> of the Agreement	2	7 days	7 days	2,500	DBFOMA 10.1.2.4(a)
2	Project Management	Disclosure of Contracts and Contractors	Developer shall allow LAWA ready access to all Contracts and records regarding Contracts pursuant to <u>Section 9.1.4</u> of the Agreement	2	14 days	7 days	2,500	DBFOMA 9.1.4
3	Project Management	Key Personnel	Developer shall not change Key Personnel except for the reasons permitted in <u>Section 9.5(b)</u> of the Agreement	10	28 days	14 days	40,000	DBFOMA 9.5 (b)
4	Project Management	Access to Non-Compliance and Unavailability Event Tracking Data	Developer shall provide full access to tracking data for Noncompliance Occurrences, Noncompliance Events, Mode Downtime Events and Station Downtime Events at any time.	2	24 hours	24 hours	2,500	DBFOMA 15.3.1.2 Part 2B, 11.3.9.3.6.1 Part 3, 3.2.1.1
5	Project Management	Training Program	Developer shall establish documented procedures and maintain records of the training program for Developer personnel performing the Work.	1	7 days	7 days	2,500	Part 2C, 3.1.3 Part 2A, 6.7
6	Project Management	Use of Trained Personnel	Developer shall allow only qualified and trained personnel to perform Work.	10	1 hour	1 hour	20,000	Part 2C, 3.1.3.2

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
7	Submittals	Quality Plans	Developer shall submit the O&M Quality Management Plan in the timescale required by <u>Part 2A, Section 6.7</u>	2	7 days	7 days	2,500	Part 2A, 6.7 Part 3, 2.1.2
8	Submittals	O&M Daily Report	Developer shall automatically email the O&M Daily Report in the form and timescale required by the Contract Documents	1	N/A	24 hours	500	Part 2A, 6.7, Part 3, 2.2.5.4.2
9	Submittals	Monthly Performance Monitoring Report	Developer shall submit the Monthly Performance Monitoring Report in the form and timescale required by the Contract Documents	1	7 days	7 days	2,500	Part 2A, 6.7, Part 3, 2.2.5.4.3
10	Submittals	Quarterly Performance Monitoring Report	Developer shall submit the Quarterly Performance Monitoring Report in the form and timescale required by the Contract Documents	2	7 days	7 days	10,000	Part 2A, 6.7, Part 3, 2.2.5.4.4
11	Submittal	Asset Management Plan	Developer shall submit the Asset Management Plan in the form and timescale required by the Contract Documents	2	N/A	14 Days	2,500	DBFOMA 8.4.2, Part 2A, 10.1.1
12a	Inclusivity	Local Business Participation Requirements	Utilize the services of firms certified as LBE at the minimum annual participation levels for O&M Work required by <u>Section 9.6.2.1</u>	10 + 5 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.2.1
12b	Inclusivity	Local Business Participation Requirements	Utilize the services of firms certified as LSBE at the minimum annual participation levels for O&M Work required by <u>Section 9.6.2.1</u>	10 + 5 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.2.1

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
12c	Inclusivity	Disabled Veteran Business Participation Requirements	Utilize the services of firms certified as DVBE at the minimum annual participation levels for O&M Work required by <u>Section 9.6.2.1</u>	5 + 2 for every 0.5% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.2.1
12d	Inclusivity	Small Business Participation Requirements	Utilize the services of firms certified as SBE at the minimum annual participation levels for O&M Work required by <u>Section 9.6.2.1</u>	5 + 2 for every 1% below the requirement	N/A	N/A	Deduction will be calculated per LAWA Ordinance	DBFOMA 9.6.2.1
12e	Labor	Local Hire Requirements	Meet the 50% minimum annual utilization of Local Workers required by <u>Section 9.10.2</u>	20 + 1 for every 1% below the requirement	N/A	N/A	\$50,000 + \$2,500 for every 1% below the requirement	DBFOMA 9.10.2
12f	Labor	O&M Work Force Development	Meet the work force development commitments for O&M Work set forth in Exhibit 2A-10 (Inclusivity Commitments) [NOTE TO PROPOSERS: MINIMUM PERFORMANCE REQUIREMENTS WILL BE UPDATED PRIOR TO CLOSE TO INCLUDE THE SELECTED PROPOSER'S SPECIFIC PROPOSAL COMMITMENTS]	5 + 2 for every 1% below each commitment until the level of the base requirement is reached	N/A	N/A	10,000 + 2,000 for every 1% below each commitment until the level of the base requirement is reached	DBFOMA Exhibit 2A-10
12g	Labor	O&M Work Force Development	Meet the 7% minimum annual utilization of Disadvantaged Workers required by <u>Section 9.10.2</u>	20 + 5 for every 1% below the requirement	N/A	N/A	\$50,000 + \$2,500 for every 1% below the requirement	DBFOMA 9.10.2

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
12h	ADA Compliance	ADA O&M Quarterly Certification	Submit a report from the ADA Coordinator certifying that all permanent and temporary O&M Work is in compliance with applicable ADA requirements on the timescale and in the form required by <u>Part 3, 2.2.5.4.4.1</u>	20	N/A	28 days	40,000	Part 3 2.2.5.4.4.1
13	Lane Closures	O&M Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on roads other than World Way	2	12 hours	2 hours	20,000	Part 2A, 16.4.1, Table 16-1
14	Lane Closures	O&M Period Planned Lane Closure	No lane shall be closed outside the time period detailed in the approved Traffic Control Plan on: World Way Upper and Lower levels	10	N/A	15 minutes	50,000	Part 2A, 16.4.1, Table 16-1
15	Lane Closures	O&M Period Traffic Control Plan	Submit a Traffic Control Plan for a Planned Closure 30 days prior to implementation	1	24 hours	12 hours	500	Part 2A, 16.3.1, 6.7
16	Cleaning	Vehicle Cleaning	Ensure that each Vehicle's exterior is rinsed to the requirements of <u>Part 3, Section 3.3.16.2</u>	2	24 hours	24 hours	2,500	Part 3, 3.3.16.2
17	Cleaning	Vehicle Cleaning	Ensure that each Vehicle's interior is cleaned to the requirements of <u>Part 3, Section 3.3.16.1</u>	2	N/A	24 hours	500	Part 3, 3.3.16.1
18	Cleaning	Station Cleaning	Perform cleaning at each Station (including elevators and escalators) according to the cleaning requirements of <u>Part 3, Section 3.3.6</u> (other than interior elements not accessible from the ground)	2	N/A	24 hours	2,500	Part 3, 3.3.6, 3.3.8

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
19	Cleaning	Station Cleaning	Perform cleaning of Station interior elements not accessible from the ground no less than once every quarter per the requirements of <u>Part 3, Section 3.3.6</u>	2	7 days	7 days	2,500	Part 3, 3.3.6, 3.3.6.2
20	Cleaning	Response to spills	Respond to a spill and implement safety requirements of <u>Part 3, Section 3.3.5</u> within 15 minutes of notification or detection	1	N/A	15 minutes	250	Part 3, 3.3.5
21	Vandalism	Repair Damage due to Vandalism	Damage to Fixed Facilities shall be temporarily repaired within 24 hours	2	N/A	12 hours	2,500	Part 3, 5.4.3.1
22	Vandalism	Repair Damage due to Vandalism	Damage to Fixed Facilities due to vandalism shall be repaired permanently within 14 days	2	N/A	7 days	2,500	Part 3, 5.4.3.1
23	Vandalism	Remove Graffiti	Remove or cover graffiti if it is of an obscene or offensive nature within 1 hour of detection or notification	2	N/A	8 hours	2,500	Part 3, 3.3.4
24	Vandalism	Remove Graffiti	Remove graffiti from where it is a safety concern within 1 hour of detection or notification	2	N/A	8 hours	2,500	Part 3, 3.3.4
25	Vandalism	Remove Graffiti	Remove other graffiti that is not of an obscene or offensive nature or a safety concern within 24 hours of detection or notification	1	N/A	24 hours	250	Part 3, 3.3.4
26	Environmental Compliance	Hazmat Notification	Notify LAWA of hazardous materials or a recognized environmental condition within 5 minutes of discovery	2	N/A	1 hour	2,500	DBFOMA 8.1.3 and 7.7.1.3, Part 3, Table 3.10-1

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
27	Operations & Maintenance	Reporting Records Accuracy	Correct any inaccuracies in reporting of Noncompliance Occurrences, Noncompliance Events and Noncompliance Points within 10 Business Days of notification by LAWA.	2	N/A	3 days	2,500	DBFOMA 15.3.3.1, Part 3, 2.2.5.4.3
28	Operations & Maintenance	Structures Inspection	Inspect all the Guideway, Pedestrian Walkways and Station structures according to the inspection cycles in the Inspection Plan as required in <u>Part 3, Section 5.4.2</u>	10	28 days	14 days	20,000	Part 3, 5.4.2
29	Operations	Station Lighting	Station lighting shall be 20FC or more at the Platform Edge as measured by inspection on the frequency set out in the Maintenance Plan at grade	2	24 hours	24 hours	2,500	Part 2B, 23.5.2
30	Operations	Station Lighting	Escalator Lighting shall be 15FC or more as measured 30 inches above the floor/tread on the frequency set out in the Maintenance Plan	2	24 hours	24 hours	2,500	Part 2B, 23.5.2
31	Operations	Station Lighting	Mezzanine and pedestrian walkways shall be 15 FC as measured 30 inches above the floor on the frequency set out in the Maintenance Plan.	2	2 days	7 days	2,500	Part 2B, 23.5.2
32	Operations	Repair Damage	Damage to APM Fixed Facility sun shading devices, and windscreens shall be repaired within 48 hours of detection or notification	2	N/A	48 hours	2,500	Part 3, 5.4.3.1

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
33	Operations	Notification of suspicious Items	Any suspicious item shall be reported to Airport Police dispatch within the timeframes required by the Contract Documents	2	10 minutes	30 minutes	2,500	Part 3, 3.3.6.4, 5.4.3
34	Operations	Elevator Downtime	Elevators shall be repaired within 12 hours of initial failure	2	N/A	24 hours	2,500	Part 3, 4.3.3,
35a	Operations	Pedestrian Walkways	In no case shall two consecutive moving walkways in sequence, on the same Passenger Walkway be closed down concurrently	1	30 minutes	30 minutes	500	Part 3, 5.4.3.3
35b	Operations	Pedestrian Walkways	Moving walkway shall be repaired within 5 hours of initial failure	2	N/A	3 hours	2,500	Part 3, 4.3.3
36	Operations	Respond to Trapped Passengers	Respond on-site to any passengers who are stranded in elevators in less than 15 minutes after the time that the elevator stranded as logged by the elevator monitoring system	1	N/A	15 minutes	500	Part 3, 4.3.3
37	Operations	Release Trapped Passengers	Release trapped passengers who are stranded in elevators in less than 60 minutes after the time that the elevator stranded as logged by the elevator monitoring system	2	N/A	15 minutes	2,500	Part 3, 4.3.3
38	Operations	Departure Test	Perform a departure test of each Vehicle before it enters Passenger Service per the requirements of <u>Part 2B, Section 11.3.5.1.9</u>	2	8 hours	24 hours	5,000	Part 2B, Section 11.3.5.1.9

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
39	Roadway/ Walkway Maintenance	Repair Roadways and Walkways	Meet the requirements for repairing pot holes, slippage areas and cracks in flexible pavement in <u>Part 3, Section 5.4.2.3</u>	1	N/A	2 days	500	Part 3, 5.4.2.3
40	Roadway/ Walkway Maintenance	Repair Roadways and Walkways	Meet the requirements for repairing pot holes, spalls, deteriorated joints and cracks in rigid pavement in <u>Part 3, Section 5.4.2.3</u>	1	N/A	2 days	500	Part 3, 5.4.2.3
41	Public Outreach	Public Notification	Meet the notification requirements of <u>Part 3 Table, Section 3.10-1,</u>	1	2 hours	2 hours	500	Part 3, 3.10-1
42	Maintenance	Preventive Maintenance	Train Control System and ATC equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	10	24 hours	24 hours	20,000	Part 2C, 3.3.1
43	Maintenance	Preventive Maintenance	Vehicle inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	2	24 hours	24 hours	5,000	Part 2C, 3.3.1 Part 3, 3.5,

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
44	Maintenance	Preventive Maintenance	Power Distribution System equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	2	2 days	24 hours	5,000	Part 2C, 3.3.1 Part 3, 3.5
45	Maintenance	Preventive Maintenance	APM Operating System Communications equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	2	2 days	24 hours	5,000	Part 2C, 3.3.1 Part 3, 3.5
46	Maintenance	Preventive Maintenance	APM Operating System Guideway equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	10	24 hours	24 hours	20,000	Part 2C, 3.3.1 Part 3, 3.5
47	Maintenance	Preventive Maintenance	Platform Door equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	2	24 hours	24 hours	20,000	Part 2C, 3.3.1 Part 3, 3.5

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
48	Maintenance	Preventive Maintenance	APM Operating System Maintenance equipment inspections and tests shall be performed on the frequency stated in the Asset Management Plan and defects corrected to bring the equipment into compliance with the requirements of the Contract Documents.	2	24 hours	24 hours	20,000	Part 2C, 3.3.1 Part 3, 3.5
49	Handback	Handback Renewal Work Plan	Submit the Handback Renewal Work Plan in the form and time set out in <u>Part 2A, Section 29</u>	2	28 days	7 days	2,500	DBFOMA 8.6.2 Part 2A, 29 Part 2C, 4.5.2.4
50	Handback	Training and Transition Plan	At least one month before the end of Term or within one month before any Early Termination Date, the Developer shall complete all training of LAWA personnel identified in the Training and Transition Plan.	2	7 days	7 days	2,500	Part 2C, 4.5.2.5
51	Handback	Handback Renewal Work Plan Updates	Developer shall update the Handback Renewal Work Plan every 12 months throughout the course of the O&M Period	2	28 days	7 days	2,500	DBFOMA 8.6.2, Part 2A, 29.4 Part 2C, 4.5.2.4
52	Safety	Accident Corrective Action Plan	Developer shall submit Corrective Action Plan within 50 days of the occurrence of an accident	1	N/A	10 days	500	Part 3, 3.1.5
53	Safety	APM Operating System Safety Program Plan	Review the APM Operating System Safety Program Plan annually to determine whether the plan should be modified or updated and recommend revisions as necessary	2	N/A	7 days	2,500	Part 3, 3.1.2

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
54	RESERVED							
55	Fire, Life, Safety Systems	Fire Detection System	Developer shall inspect, test and maintain fire detection and alarm systems on the frequency to meet the requirements of <u>Part 3, Section 5.4.4.6</u>	10	8 hours	8 hours	20,000	Part 3, 5.4.4.6
56	Fire, Life, Safety Systems	Fire Protection System	Developer shall inspect, test and maintain fire suppression systems on the frequency set out in the applicable Maintenance Plan	10	8 hours	8 hours	20,000	Part 3, 5.4.4.7.
57	Security Systems	APM Operating System Security Program Plan	Review the APM Operating System Security Program Plan (SSPP) annually to determine whether the plan should be modified or updated and recommend revisions as necessary.	1	N/A	7 days	500	Part 3, 3.1.2E
58	Security Systems	Access Control System	Developer shall inspect, test and maintain access control systems on the frequency set out in the applicable Maintenance Plan	10	7 days	7 days	20,000	Part 3, 5.4.4.8
59	RESERVED							
60	Security Systems	CCTV systems	Developer shall maintain all CCTV systems, and shall adjust CCTV system configuration to meet the requirements of <u>Part 3, Section 5.4.4.8(C)</u>	2	8 hours	8 hours	2,500	Part 3, 5.4.4.8 (C)
61	Performance	Failure Analysis and Correction Report	Submit Failure Analysis and Correction Report within one month of an event which triggered Increased Oversight pursuant to <u>Part 3, Section 3.2.2.2</u>	2	N/A	1 month	2,500	DBFOMA 15.5.1, Part 3, 3.2.2.2

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
62	Performance	Mode Downtime Event Limits	No more than 250 Mode Downtime Events of less than or equal to one minute in a month	5	N/A	1 month	30,000	Part 3, 3.2.2.1
63	Performance	Mode Downtime Event Limits	No more than 30 Mode Downtime Events of more than one minute but less than or equal to 10 minutes in a month	5	N/A	1 month	30,000	Part 3, 3.2.2.1
64	Performance	Mode Downtime Event Limits	No more than 10 Mode Downtime Events of any duration in a day	1	N/A	1 month	500	Part 3, 3.2.2.1
65	Performance	Major Service Degradation	No Major Service Degradation greater than 20 minutes but less than or equal to 45 Minutes	30 x SLP	N/A	N/A	100,000 x SLP	Part 3, 3.2.2.1
66	Performance	Major Service Degradation	No Major Service Degradation greater than 45 minutes but less than or equal to 90 Minutes	40 x SLP	N/A	N/A	200,000 x SLP	Part 3, 3.2.2.1
67	Performance	Major Service Degradation	No Major Service Degradation greater than 90 minutes but less than or equal to 3 hours	60 x SLP	N/A	N/A	300,000 x SLP	Part 3, 3.2.2.1
68	Performance	Major Service Degradation	No Major Service Degradation greater than 3 hours but less than or equal to 6 hours	80 x SLP	N/A	N/A	750,000 x SLP	Part 3, 3.2.2.1
69	Performance	Major Service Degradation	No Major Service Degradation greater than 6 hours but less than or equal to 24 hours	(80 + 6.7 every hour MSD continues beyond 6 hrs up to 24 hrs total) x SLP	N/A	(refer to formula for points)	(750,000 + 125,000 every hour MSD continues beyond 6 hrs up to 24 hrs total) x SLP	Part 3, 3.2.2.1

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
70	Performance	Major Service Degradation	No Major Service Degradation greater than 24 hours but less than or equal to 36 hours	(200 + 2.7 every hour MSD continues beyond 24 hrs up to 36 hrs total) xSLP	N/A	(refer to formula)	(3,000,000 + 166,000 every hour MSD continues beyond 24 hrs up to 36 hrs total) x SLP	Part 3, 3.2.2.1
71	Performance	Major Service Degradation	No Major Service Degradation greater than 36 hours	(232 + 2.7 every hour MSD continues beyond 36 hrs) x SLP	N/A	(refer to formula)	5,000,000 x SLP	Part 3, 3.2.2.1
72	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 5 minutes but less than or equal to 10 Minutes	N/A	N/A	N/A	10,000	Part 3, 3.2.2.1
73	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 10 minutes but less than or equal to 20 Minutes	10	N/A	N/A	50,000	Part 3, 3.2.2.1
74	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 20 minutes but less than or equal to 45 Minutes	30	N/A	N/A	100,000	Part 3, 3.2.2.1
75	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 45 minutes but less than or equal to 90 Minutes	40	N/A	N/A	200,000	Part 3, 3.2.2.1
76	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 90 minutes but less than or equal to 3 hours	60	N/A	N/A	300,000	Part 3, 3.2.2.1

ID	Element Category	Required Task	Minimum Performance Requirements	O&M Period Noncompliance Event Points	Rectification Period	Interval of Recurrence	O&M Period Noncompliance Deductions in \$ (for new or recurred Events)	Relevant Section(s) of Contract Docs
77	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 3 hours but less than or equal to 6 hours	80	N/A	N/A	750,000	Part 3, 3.2.2.1
78	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 6 hours but less than or equal to 24 hours	80 + 6.7 every hour Shutdown continues beyond 6 hrs up to 24 hrs total	N/A	(refer to formula for points)	750,000 + 125,000 every hour Shutdown continues beyond 6 hrs up to 24 hrs total	Part 3, 3.2.2.1
79	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 24 hours but less than or equal to 36 hours	200 + 2.7 every hour Shutdown continues beyond 24 hrs up to 36 hrs total	N/A	(refer to formula)	3,000,000 + 166,000 every hour Shutdown continues beyond 24 hrs up to 36 hrs total	Part 3, 3.2.2.1
80	Performance	APM Operating System Shutdown	No APM Operating System Shutdown greater than 36 hours	232 + 2.7 every hour Shutdown continues beyond 36 hrs	N/A	(refer to formula)	5,000,000	Part 3, 3.2.2.1

For the purposes of Noncompliance Points assessed pursuant to Noncompliance Events #65-71 and #78-80 fractional points shall be rounded to nearest whole number

*Major Service Degradation (MSD) is treated as the same as APM OS Shutdown except the points and deductions are assessed are multiplied by the Service Loss Percentage applicable minimum Line Capacity set forth in Part 2B, Section 11.3.3.1.5.1 (APM Operating System Line Capacity) of the Technical Provisions

$$\text{Service Loss Percentage, SLP} = \frac{\text{Lost Line Capacity}}{\text{applicable minimum Line Capacity}}$$