PROJECT MANUAL
INCLUDING CONSTRUCTION SPECIFICATIONS

for

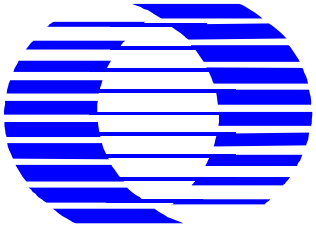
BP-477
APM OPERATING SYSTEM REPLACEMENT (OS) FOR AIRSIDE 2 AND 4

ORLANDO INTERNATIONAL AIRPORT

Orlando, Florida 32827

CONTRACT DOCUMENTS

VOLUME 2
PHASE 2



GREATER ORLANDO AVIATION AUTHORITY

Documents Prepared and Submitted by:

Lea & Elliott
5200 Blue Lagoon Dr., Suite 250
Miami, FL 33126
Phone: (305) 500-9390

PHASE 2 CONTRACT AGREEMENT FORM

THIS AGREEMENT is made and entered into effective as of the 22 day of January, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called "Authority," and **CRYSTAL MOVER SERVICES, INC.,** hereinafter called "Contractor."

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish operations and maintenance services for **PHASE 2, APM OPERATING SYSTEM (OS) REPLACEMENT FOR AIRSIDE 2 & AIRSIDE 4 at Orlando International Airport,** and to complete the work in strict and entire conformity with the General Conditions, Specifications and other Contract Documents on file at the Greater Orlando Aviation Authority, which General Conditions, Specifications and other Contract Documents are fully approved, incorporated herein, and hereby made part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement, all such documents hereinafter shall be referred to as the "Contract" or "Agreement."

In consideration of the premises, the Authority will pay to the Contractor for its performance, the following ("Contract Amount"), **subject to the Authority exercising both options to extend the Phase 2 Contract:**

Phase 2 Lump Sum Fixed Price Summary:

ITEM #	ITEM	TOTALS FROM FORMS OMP-A
1	Total Annual Labor and Material for Year 1	$3,322,520
2	Total Annual Labor and Material for Year 2	$3,914,090
3	Total Annual Labor and Material for Year 3	$4,065,330
4	Total Annual Labor and Material for Year 4	$4,201,300
5	Total Annual Labor and Material for Year 5	$4,928,550
6	Total Annual Labor and Material for Year 6	$4,401,500
7	Total Annual Labor and Material for Year 7	$4,786,000
8	Total Annual Labor and Material for Year 8	$4,727,150
9	Total Annual Labor and Material for Year 9	$4,730,170

10	Total Annual Labor and Material for Year 10	$8,757,280
11	**SUBTOTAL FOR INITIAL 10 YEAR CONTRACT (YEARS 1-10)**	**$47,833,890**
12	Total Annual Labor and Material for Year 11	$6,209,590
13	Total Annual Labor and Material for Year 12	$4,343,050
14	Total Annual Labor and Material for Year 13	$4,680,750
15	Total Annual Labor and Material for Year 14	$5,302,870
16	Total Annual Labor and Material for Year 15	$8,756,180
17	Total Annual Labor and Material for Year 16	$6,373,810
18	Total Annual Labor and Material for Year 17	$4,938,140
ITEM #	**ITEM**	**TOTALS FROM FORMS OMP-A**
19	Total Annual Labor and Material for Year 18	$4,716,450
20	Total Annual Labor and Material for Year 19	$4,672,410
21	Total Annual Labor and Material for Year 20	$16,607,810
22	**SUBTOTAL FOR FIRST TEN YEAR OPTION (YEARS 11-20)**	**$66,601,060**
23	Total Annual Labor and Material for Year 21	$6,190,450
24	Total Annual Labor and Material for Year 22	$5,180,680
25	Total Annual Labor and Material for Year 23	$4,978,650
26	Total Annual Labor and Material for Year 24	$5,210,120
27	Total Annual Labor and Material for Year 25	$5,748,230
28	Total Annual Labor and Material for Year 26	$4,998,200
29	Total Annual Labor and Material for Year 27	$4,997,070

30	Total Annual Labor and Material for Year 28	$5,425,620
31	Total Annual Labor and Material for Year 29	$4,992,780
32	Total Annual Labor and Material for Year 30	$6,043,250
33	**SUBTOTAL FOR SECOND TEN YEAR OPTION (YEARS 21-30)**	$53,765,050
34	**TOTAL PROPOSED PRICE FOR ALL PHASE 2 WORK, INCLUDING THE INITIAL PHASE 2 CONTRACT AND BOTH EXTENSION OPTIONS (ADD LINES 11, 22, AND 33)**	**$168,200,000**

The Initial ten (10) year term of the Phase 2 Contract will begin upon NTP-2A. Thereafter, the Authority at its sole discretion, may extend the Phase 2 Contract beyond the Initial ten (10) year period for up to two (2) additional ten (10) year terms. At the option of the Authority, this Contract also may be extended after the two ten (10) year option periods, at the Contractor's actual cost of performing the services, plus fifteen-percent (15%), until such time that a new Contract can be procured.

The Contractor agrees to make payment promptly of all proper charges for labor, material, supplies, and service required in the performance of this Contract, and to defend, indemnify, and save harmless the Authority and the City of Orlando and all their members, officers, agents, employees and servants, and each and every one of them, from and against all claims, damages and expenses in accordance with the terms of Section 5 of the General Conditions.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the Authority may avail itself of any or all remedies provided in the Contract or available pursuant to applicable law and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Authority, and in no event shall Contractor be entitled to recover from Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chief Executive Officer or an Aviation Authority Officer; and the Contractor has caused this Contract to be executed in its name by Masaaki Nagai, Vice President, all on the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By:_____
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Greater Orlando Aviation Authority, only.
By:
Date: 1/19/2024

CRYSTAL MOVERS SERVICES, INC.

_____
Name of Corporation

By:_____
Vice President

SECTION 00 61 13 - PERFORMANCE/PAYMENT BOND COVER SHEET

PERFORMANCE/PAYMENT BOND COVER SHEET – PHASE 2

This cover sheet is an integral part of the attached bonds and must not be separated from them.

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA
(Public Work)
In Compliance with Florida Statutes, Section 255.05(1)(a)

PERFORMANCE BOND NO.:		9441855
PAYMENT BOND NO.:		n/a
CONTRACTOR INFORMATION:	Name:	Crystal Mover Services, Inc.
	Address:	815 N. W. 57th Ave, Suite 222 Miami, FL 33126
	Phone:	786.476.5985
SURETY PRINCIPAL: BUSINESS INFORMATION	Name:	Zurich American Insurance Company
	Address:	4 Embarcadero Center #3740 San Francisco, CA 94111
	Phone:	818.517.5044
AUTHORITY INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Airport Boulevard Orlando, FL 32827
	Phone:	407.825.2001
BOND AMOUNT:		$ 7,236,610.00
CONTRACT NO. (*if applicable*):		BP-477
DESCRIPTION OF WORK:		Phase 2 Operations and Maintenance of the APM System(s) at Orlando International Airport for Airside 2 and Airside 4
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name:	Arthur J. Gallagher Risk Management Services LLC
	Address:	595 Market St. #2100 San Francisco, CA 94105
	Phone:	415-391-1500

GREATER ORLANDO AVIATION AUTHORITY

PHASE 2 INITIAL PERFORMANCE BOND FORM FOR YEARS 1 AND 2

KNOW ALL MEN BY THESE PRESENTS that Crystal Mover Services, Inc., hereinafter called Principal, and Zurich American Insurance Company, a corporation organized under the laws of the State of New York and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called "Authority," in the Penal Sum of Seven Million, Two Hundred Thirty-Six Thousand, Six Hundred Ten and No/100ths Dollars ($7,236,610.00), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for the Phase 2 Operations and Maintenance of the APM System(s), at Orlando International Airport ("Contract"), in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, the Principal is required by the Contract to provide the Authority with a Performance Bond for each year of the Contract and the Principal is providing this Performance Bond for the services to be rendered by the Principal during the period beginning with the effective date of the Contract and ending upon the effective date of Year 3, as further described in the Contract,

WHEREAS, the term of this Bond may be continued from year to year by the issuance of a continuation certificate executed by the Surety, and if the term is continued, the penal sum shall be adjusted to equal the Contract Price for the applicable year,

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, and appellate, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, and appellate, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal. The liability of the Surety hereunder shall only exceed the penal sum of the bond if an executed amendment to the Contract results in an increased annual price. Should the Surety in its sole discretion renew the obligation, the obligation shall be considered continuous from year to year but not a cumulative obligation.

Neither non renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension thereof.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 16th day of November, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

Crystal Mover Services, Inc.
Principal (Name of Contractor)

K. Martinez
Witness

By: [signature]
(Signature)

Its: Interim President & CEO
(Title)

Witness

(Seal)

Zurich American Insurance Company
Name of Surety

Betty L. Martin
Witness

By: [signature]
(Signature)

Its: Janet C. Rojo
Attorney-in-Fact
(Title)

Witness

Address: 4 Embarcadero Center #3740
San Francisco, CA 94111

Telephone No.: 818-517.5044

Fax No.: n/a

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On November 16, 2023 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Janet C. Rojo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Moody
COMM. #2396403
NOTARY PUBLIC • CALIFORNIA
San Francisco County
Commission Expires Jan 08,2026

Signature _____ (Seal)

E-Mail Address: Clara Do (clara.do@zurichna.com)

Michael S. Gillon
(Countersignature by

Florida Licensed Agent)

If Principal and Surety are corporations, the respective corporate seal should be affixed and attached. Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria De Los Angeles REYNOSO, Tina K. NIERENBERG, Susan HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Susan M. EXLINE, **all of San Francisco, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 6th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2025.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PHASE 2 - PERFORMANCE/PAYMENT BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY

ORLANDO, FLORIDA

I, Kei Naraoka, certify that I am the Secretary of the corporation, the General Partner of the Partnership or Manager or the Managing Member of the LLC, named as Principal in the foregoing Performance and Payment Bonds; that Masaaki Nagai who signed the said Bonds on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership or the Manager or Managing Member of the LLC; that I know [his, her] signature, and [his, her] signature thereto is genuine, and that said Bonds were duly signed, sealed and attested for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and the Performance and Payment Bonds.

K. Naraoka

Secretary Signature

Kei Naraoka

Secretary Printed Name

(Corporate Seal)

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 1 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	929,220
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 1		3,322,520

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 2 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	1,520,790
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 2		3,914,090

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 3 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	1,672,030
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 3		4,065,330

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 4 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	1,808,000
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 4		4,201,300

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 5 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,535,250
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 5		4,928,550

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 6 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,008,200
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 6		4,401,500

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 7 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,392,700
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 7		4,786,000

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 8 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,333,850
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 8		4,727,150

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 9 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,336,870
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 9		4,730,170

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 10 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	6,363,980
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 10		8,757,280

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 11 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	3,816,290
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 11		6,209,590

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 12 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	1,949,750
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 12		4,343,050

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 13 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,287,450
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 13		4,680,750

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 14 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,909,570
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 14		5,302,870

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 15 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	3,214,360
Materials	OMP-MS	5,541,820
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 15		8,756,180

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 16 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	3,980,510
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 16		6,373,810

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 17 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,544,840
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 17		4,938,140

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 18 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,323,150
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 18		4,716,450

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 19 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	2,279,110
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 19		4,672,410

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 20 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	11,841,060
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 20		16,607,810

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 21 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,393,300
Materials	OMP-MS	3,797,150
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 21		6,190,450

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 22 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,687,820
Materials	OMP-MS	2,492,860
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 22		5,180,680

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 23 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,264,060
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 23		4,978,650

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 24 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,495,530
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 24		5,210,120

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 25 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	3,033,640
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 25		5,748,230

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 26 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,283,610
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 26		4,998,200

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 27 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,282,480
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 27		4,997,070

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 28 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,711,030
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 28		5,425,620

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 29 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	2,278,190
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 29		4,992,780

PHASE 2, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 30 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-A price form for each year of the O&M Contract, including any CARPP work scheduled for each year. CARPP work pricing shall be specifically and separately identified in each form.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS	2,714,590
Materials	OMP-MS	3,328,660
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 30		6,043,250

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0	220,830	0
		Admin	0	100,460	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	0.92	220,830	202,430
		Admin	0.92	100,460	92,090
				TOTAL	294,520

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L1 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
1. Admin. & Mgt.		Manager	1	220,830	220,830
		Admin	1	100,460	100,460
				TOTAL	321,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L2 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.a Operators		Engineer / Lead Tech	5	156,660	783,300
		Cross Trained Technician	14	115,000	1,610,000
				TOTAL	2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L3 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
2.b Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L4 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.a Electrical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L5 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.b Mechanical			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L6 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
3.c Other			included in FORM OMP-L2		
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 1 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 2 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 3 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 4 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 5 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 6 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 7 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 8 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 9 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 10 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 11 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 12 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 13 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 14 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 15 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	821,060
				TOTAL	821,060

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 16 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 17 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 18 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 19 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 20 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	2,373,450
				TOTAL	2,373,450

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 21 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 22 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 23 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 24 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 25 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 26 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 27 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 28 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 29 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-L7 (*)

CALCULATION OF LABOR PRICING DATA FOR YEAR 30 (**)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Insert number 1 through 7, as applicable for labor Category from Form OMP-LS on Page E-6

** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT PRICE	AMOUNT
CATEGORY	GRADE				
4.a CARPP			N/A	N/A	0
				TOTAL	0

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 1 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 2 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 3 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 4 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 5 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 6 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 7 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 8 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 9 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 10 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 11 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 12 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 13 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 14 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 15 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	821,060
TOTAL ANNUAL LABOR PRICE				3,214,360

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 16 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 17 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 18 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 19 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 20 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	2,373,450
TOTAL ANNUAL LABOR PRICE				4,766,750

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 21 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	0	0
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,393,300

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 22 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	1.83	294,520
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,687,820

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 23 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 24 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 25 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 26 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 27 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 28 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 29 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 30 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-LS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

LABOR				**AMOUNT ($)**
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QUANTITY**	
1. Admin. & Mgt.		OMP-L1	2	321,290
2. Operations	a. Operators	OMP-L2	19	2,393,300
	b. Other**	OMP-L3		Included in OMP-L2
3. Maintenance	a. Electrical	OMP-L4		Included in OMP-L2
	b. Mechanical	OMP-L5		Included in OMP-L2
	c. Other **	OMP-L6		Included in OMP-L2
4. Other (Specify) **	a. CARPP b. c.	OMP-L7	N/A	0
TOTAL ANNUAL LABOR PRICE				2,714,590

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 1 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	301,550
	b. PDS	86,690
	c. ATC & Communication	51,970
	d. Guideway Equipment	7,800
	e. Station Equipment	2,870
	f. Maintenance Facility Equipment	23,770
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	233,230
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	73,340
	b. Travel	11,100
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	117,360
	CARPP	0
	TOTAL	929,220

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 2 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	467,560
	b. PDS	134,320
	c. ATC & Communication	193,890
	d. Guideway Equipment	11,990
	e. Station Equipment	3,920
	f. Maintenance Facility Equipment	36,910
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	113,850
	b. Travel	17,220
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	121,770
	CARPP	0
	TOTAL	1,520,790

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 3 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	622,290
	b. PDS	131,550
	c. ATC & Communication	188,110
	d. Guideway Equipment	11,740
	e. Station Equipment	3,830
	f. Maintenance Facility Equipment	36,150
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	110,170
	b. Travel	16,670
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	132,160
	CARPP	0
	TOTAL	1,672,030

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 4 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	770,770
	b. PDS	129,090
	c. ATC & Communication	184,150
	d. Guideway Equipment	11,520
	e. Station Equipment	3,760
	f. Maintenance Facility Equipment	35,470
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	107,780
	b. Travel	16,310
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	129,790
	CARPP	0
	TOTAL	1,808,000

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 5 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	929,210
	b. PDS	137,730
	c. ATC & Communication	759,150
	d. Guideway Equipment	12,270
	e. Station Equipment	3,920
	f. Maintenance Facility Equipment	37,860
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	100,600
	b. Travel	15,220
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	119,930
	CARPP	0
	TOTAL	2,535,250

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 6 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	777,030
	b. PDS	126,970
	c. ATC & Communication	180,360
	d. Guideway Equipment	11,330
	e. Station Equipment	208,140
	f. Maintenance Facility Equipment	34,890
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	105,440
	b. Travel	15,950
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	128,730
	CARPP	0
	TOTAL	2,008,200

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 7 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	733,900
	b. PDS	576,390
	c. ATC & Communication	174,450
	d. Guideway Equipment	11,030
	e. Station Equipment	200,910
	f. Maintenance Facility Equipment	33,980
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	101,780
	b. Travel	15,400
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	125,500
	CARPP	0
	TOTAL	2,392,700

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 8 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	738,730
	b. PDS	148,460
	c. ATC & Communication	315,100
	d. Guideway Equipment	11,440
	e. Station Equipment	413,610
	f. Maintenance Facility Equipment	35,250
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	105,720
	b. Travel	15,990
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	130,190
	CARPP	0
	TOTAL	2,333,850

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 9 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	585,490
	b. PDS	124,290
	c. ATC & Communication	518,370
	d. Guideway Equipment	11,090
	e. Station Equipment	400,990
	f. Maintenance Facility Equipment	34,150
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	102,490
	b. Travel	15,510
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	125,130
	CARPP	0
	TOTAL	2,336,870

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 10 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	747,210
	b. PDS	192,210
	c. ATC & Communication	4,010,290
	d. Guideway Equipment	12,110
	e. Station Equipment	715,490
	f. Maintenance Facility Equipment	37,400
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	91,830
	b. Travel	13,890
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	124,190
	CARPP	0
	TOTAL	6,363,980

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 11 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,265,070
	b. PDS	123,870
	c. ATC & Communication	1,723,290
	d. Guideway Equipment	11,050
	e. Station Equipment	3,580
	f. Maintenance Facility Equipment	34,040
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	98,930
	b. Travel	14,970
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	122,130
	CARPP	0
	TOTAL	3,816,290

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 12 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	896,670
	b. PDS	130,230
	c. ATC & Communication	195,720
	d. Guideway Equipment	11,620
	e. Station Equipment	3,790
	f. Maintenance Facility Equipment	35,790
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	108,300
	b. Travel	16,380
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	131,890
	CARPP	0
	TOTAL	1,949,750

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 13 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,264,730
	b. PDS	124,360
	c. ATC & Communication	185,750
	d. Guideway Equipment	11,100
	e. Station Equipment	3,610
	f. Maintenance Facility Equipment	34,170
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	102,620
	b. Travel	15,530
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	126,220
	CARPP	0
	TOTAL	2,287,450

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 14 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,438,370
	b. PDS	562,070
	c. ATC & Communication	204,200
	d. Guideway Equipment	10,860
	e. Station Equipment	3,530
	f. Maintenance Facility Equipment	33,460
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,010
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	123,730
	CARPP	0
	TOTAL	2,909,570

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 15 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,750,130
	b. PDS	152,960
	c. ATC & Communication	815,420
	d. Guideway Equipment	762,230
	e. Station Equipment	4,290
	f. Maintenance Facility Equipment	79,550
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	103,230
	b. Travel	15,620
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	139,620
	CARPP	1,299,410
	TOTAL	5,541,820

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 16 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,129,830
	b. PDS	144,790
	c. ATC & Communication	1,801,860
	d. Guideway Equipment	11,360
	e. Station Equipment	197,300
	f. Maintenance Facility Equipment	34,460
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,540
	b. Travel	15,060
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	126,950
	CARPP	0
	TOTAL	3,980,510

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 17 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	911,240
	b. PDS	122,830
	c. ATC & Communication	610,860
	d. Guideway Equipment	11,110
	e. Station Equipment	199,600
	f. Maintenance Facility Equipment	33,640
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	100,730
	b. Travel	15,240
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	120,230
	CARPP	0
	TOTAL	2,544,840

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 18 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	789,540
	b. PDS	124,060
	c. ATC & Communication	302,420
	d. Guideway Equipment	11,220
	e. Station Equipment	399,660
	f. Maintenance Facility Equipment	33,980
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	101,950
	b. Travel	15,420
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	125,540
	CARPP	0
	TOTAL	2,323,150

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 19 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	769,920
	b. PDS	124,070
	c. ATC & Communication	277,500
	d. Guideway Equipment	11,220
	e. Station Equipment	400,060
	f. Maintenance Facility Equipment	33,980
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	102,050
	b. Travel	15,440
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	125,510
	CARPP	0
	TOTAL	2,279,110

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 20 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	547,650
	b. PDS	224,400
	c. ATC & Communication	2,747,160
	d. Guideway Equipment	13,380
	e. Station Equipment	679,180
	f. Maintenance Facility Equipment	40,880
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	87,010
	b. Travel	13,160
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	140,850
	CARPP	6,928,030
	TOTAL	11,841,060

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 21 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	642,600
	b. PDS	546,560
	c. ATC & Communication	1,910,330
	d. Guideway Equipment	11,130
	e. Station Equipment	5,350
	f. Maintenance Facility Equipment	32,940
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	95,750
	b. Travel	14,490
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	118,640
	CARPP	0
	TOTAL	3,797,150

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 22 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,180,720
	b. PDS	128,250
	c. ATC & Communication	449,960
	d. Guideway Equipment	11,820
	e. Station Equipment	5,720
	f. Maintenance Facility Equipment	34,960
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	103,480
	b. Travel	15,660
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	142,930
	CARPP	0
	TOTAL	2,492,860

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 23 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	973,420
	b. PDS	125,000
	c. ATC & Communication	441,380
	d. Guideway Equipment	11,520
	e. Station Equipment	5,600
	f. Maintenance Facility Equipment	34,080
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	101,570
	b. Travel	15,370
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	136,760
	CARPP	0
	TOTAL	2,264,060

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 24 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,139,940
	b. PDS	147,540
	c. ATC & Communication	473,520
	d. Guideway Equipment	11,780
	e. Station Equipment	5,700
	f. Maintenance Facility Equipment	34,860
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	103,040
	b. Travel	15,590
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	144,200
	CARPP	0
	TOTAL	2,495,530

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 25 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	850,410
	b. PDS	137,530
	c. ATC & Communication	1,319,790
	d. Guideway Equipment	12,610
	e. Station Equipment	5,790
	f. Maintenance Facility Equipment	37,540
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	97,560
	b. Travel	14,760
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	138,290
	CARPP	0
	TOTAL	3,033,640

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 26 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	644,260
	b. PDS	123,800
	c. ATC & Communication	790,400
	d. Guideway Equipment	11,990
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,320
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	98,990
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	137,930
	CARPP	0
	TOTAL	2,283,610

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 27 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	644,140
	b. PDS	123,750
	c. ATC & Communication	790,470
	d. Guideway Equipment	11,980
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,310
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,010
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	136,900
	CARPP	0
	TOTAL	2,282,480

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 28 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	636,150
	b. PDS	554,710
	c. ATC & Communication	799,960
	d. Guideway Equipment	11,860
	e. Station Equipment	8,450
	f. Maintenance Facility Equipment	33,010
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	97,160
	b. Travel	14,700
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	135,670
	CARPP	0
	TOTAL	2,711,030

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 29 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	643,310
	b. PDS	123,490
	c. ATC & Communication	790,710
	d. Guideway Equipment	11,960
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,240
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,050
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	133,510
	CARPP	0
	TOTAL	2,278,190

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 30 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,008,010
	b. PDS	195,040
	c. ATC & Communication	1,372,700
	d. Guideway Equipment	18,850
	e. Station Equipment	13,330
	f. Maintenance Facility Equipment	52,530
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	98,440
	b. Travel	14,890
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	135,510
	CARPP	0
	TOTAL	3,328,660

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

10-year Base Contract (Years 1 – 10):

Years 1 through 10 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 1 through 10 will be escalated per OMS Section 3.22.1.

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

Option 1 (Years 11 – 20)
Years 11 through 20 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Year 11: Maintenance and Repair

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 11 through 20 will be escalated per OMS Section 3.22.1.

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

Option 2 (Years 21 – 30)
Years 21 through 30 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Year 21: Maintenance and Repair

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 21 through 30 will be escalated per OMS Section 3.22.1.

GREATER ORLANDO AVIATION AUTHORITY

PHASE 2 INITIAL PERFORMANCE BOND FORM FOR YEARS 1 AND 2

KNOW ALL MEN BY THESE PRESENTS that CRYSTAL MOVER SERVICES, INC., hereinafter called Principal, and a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called "Authority," in the Penal Sum of SEVEN MILLION, TWO HUNDRED THIRTY-SIX THOUSAND, SIX HUNDRED TEN DOLLARS ($7,236,610.00), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for the Phase 2 Operations and Maintenance of the APM System(s), at Orlando International Airport ("Contract"), in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, the Principal is required by the Contract to provide the Authority with a Performance Bond for each year of the Contract and the Principal is providing this Performance Bond for the services to be rendered by the Principal during the period beginning with the effective date of the Contract and ending upon the effective date of Year 3, as further described in the Contract,

WHEREAS, the term of this Bond may be continued from year to year by the issuance of a continuation certificate executed by the Surety, and if the term is continued, the penal sum shall be adjusted to equal the Contract Price for the applicable year,

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in

connection with all trial, and appellate, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, and appellate, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal. The liability of the Surety hereunder shall only exceed the penal sum of the bond if an executed amendment to the Contract results in an increased annual price. Should the Surety in its sole discretion renew the obligation, the obligation shall be considered continuous from year to year but not a cumulative obligation.

Neither non-renewal by the Surety shall constitute a loss to the Obligee recoverable under this bond or any extension thereof.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

_____
Principal (CRYSTAL MOVER SERVICES, INC.)

_____ By:_____
Witness (Signature)

_____ Its:_____
Witness (Title)

(Seal)

_____
Name of Surety

_____ By:_____
Witness (Signature)

_____ Its:_____
Witness (Title)

Address:_____

_____

Telephone No.:_____

Fax No.:_____

E-Mail Address:_____

_____

(Countersignature by

Florida Licensed Agent)

If Principal and Surety are corporations, the respective corporate seal should be affixed and attached. Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

PARENT COMPANIES GUARANTEE

This Guarantee is made this _____ day of _____, 2023, by Mitsubishi Heavy Industries America, Inc., a corporation organized under the laws of Delaware, by Sumitomo Corporation, and by Sumitomo Corporation of Americas (hereinafter referred collectively to as "Guarantors", and each respectively as a "Guarantor"), in favor of the Greater Orlando Aviation Authority and/or its affiliates, divisions and subsidiaries (collectively "GOAA"), in order to induce GOAA to enter into the Phase 2 Contract for Operations and Maintenance of the Automated People Mover ("APM") Operating Systems for Airside 2 and Airside 4 (RFP No.: BP-00477), with Crystal Mover Services, Inc. ("CMS"), including any amendments thereto (the "Contract"), which is incorporated herein by reference. The Guarantors, as a parent company of CMS, acknowledges that it benefits from the Contract and this Guarantee and that adequate consideration has been received and, as such, it hereby agrees as follows:

1. Guarantors unconditionally, absolutely, and irrevocably guarantee the full and prompt payment, when notified by GOAA that payment is due, for any and all liabilities and obligations of CMS in accordance with the Contract, including but not limited to the payment of any and all liabilities of CMS and those incurred by GOAA by reason of CMS's failure to timely perform any financial or non-financial obligations. Guarantors shall not be required to perform any non-financial obligations of CMS. The Guarantors expressly agree that GOAA has the right to proceed first and directly against the Guarantors under this Guarantee and Guarantors expressly: (a) waive the right to require GOAA to proceed against CMS, (b) waive the right to require GOAA to pursue any other remedy for the benefit of the Guarantors, and (c) agree that GOAA may proceed against the Guarantors to enforce this Guarantee without taking any action against CMS. This Guarantee constitutes a guarantee of payment and not of collection.

2. Guarantors shall be entitled to all contractual limits on the liability to which CMS would be entitled under the Contract. This is a continuing guarantee and will remain in full force and effect irrespective of any interruptions in the business relationships between CMS and GOAA. This Guarantee may not be amended, changed or modified, or terminated and none of its provisions may be waived, except with the prior written consent of the GOAA and the Guarantors, and it shall continue indefinitely until GOAA has determined that the Contract obligations have been fulfilled.

3. All payments are to be made in United States (US$) Dollars in full without any set-off or counterclaim and shall be free of any deductions or withholdings, except that Guarantors reserve all rights, setoffs, counterclaims and other defenses to which CMS is entitled in accordance with the Contract.

4. GOAA may make any agreement with CMS for the creation, extension, renewal, payment, compromise, discharge or release of any obligations of CMS owed in connection with the Contract, in whole or in part, or for any modification of the terms of those obligations, without any notice to Guarantors and without in any way changing or discharging the obligations of Guarantors under this Guarantee.

5. Guarantors hereby waive the giving or making of any demand, notice, presentment or protest, including but not limited to notice of acceptance of this Guarantee by GOAA, notice of reliance on this Guarantee by GOAA, notice of any transaction relating to the Contract or any modifications thereof, and notices of any default or breach by CMS of its obligations in connection with the Contract. This Guarantee shall not be affected by, and Guarantors hereby waive any right to notice of, (i) the taking of any checks, notes, or other obligations, secured or unsecured, in any amount purportedly in payment of the whole or any part of the indebtedness owed by CMS to GOAA; (ii) the taking of any security or collateral for CMS's indebtedness or obligations to GOAA; (iii) any full or partial release of any collateral security, or of any other guarantors or sureties of CMS's indebtedness or obligations to GOAA; (v) the creation, renewal, extension, compromise, discharge, release, or modification of CMS's indebtedness or obligations to GOAA; or by payment by CMS to GOAA that is voidable under bankruptcy law for any reason, whether such payment is voided or recovered from GOAA before or after the expiration or earlier revocation of this Guarantee. The obligations of this Guarantee shall not be released, discharged, or affected in any way by any of the following: (1) the voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against CMS or any of the Guarantors, or any of the property of either of them, or any allegation or contests of the validity of this Guarantee or the Contract in any such proceeding (it is specifically understood, consented, and agreed to that, to the extent permitted by law, this Guarantee shall remain and continue in full force and effect and shall be enforceable against any Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption, or modification had occurred as a result thereof, it being the intent and purpose of this Guarantee that each Guarantor shall and does hereby waive all rights and benefits that might accrue to it by reason of any such proceeding); (2) any failure on the part of CMS for any reason to perform or comply with any agreement with any Guarantor; (3) the failure on the part of the Owner to provide any Guarantor with any notice to any Guarantor or to CMS; (4) any failure of any party to the Contract to mitigate damages resulting from any default by CMS or any Guarantor; (5) any legal disability or incapacity of any party to the Contract or this Guarantee; or (6) the fact that entering into the Contract by CMS or the Guarantee by any Guarantor was invalid or in excess of the powers of such party. Each Guarantor also hereby waives its right to assert any statute of limitations defense which would result in a shorter statute of limitations than that which is applicable to the underlying claim against CMS.

6. Except as allowed in paragraph 10, the Guarantors may not assign, delegate, or transfer in any way any of their rights, interests, or obligations under this Guarantee without the prior written consent of GOAA.

7. Notwithstanding anything herein contained to the contrary, each of the Guarantor's obligations hereunder shall survive termination or completion of

the Contract. All notices and other communications about this Guarantee are effective upon receipt as long as they are made in writing, delivered by U.S. Mail, return receipt requested, hand delivery or overnight courier service and addressed or directed to the respective parties as follows:

If to GOAA, to:

Greater Orlando Airport Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attention: SCOTT SHEDEK, PROJECT LIAISON

If to Guarantors, to:

Mitsubishi Heavy Industries America, Inc.
630 Fifth Ave., Suite 2650
New York, New York 10111
Attention: Darin Friedmann
Vice President and General Manager
Transportation Systems Division
Phone (212) 397-6144
Fax (212) 214-0350

Sumitomo Corp.
Harumi triton Square Office Tower Y
1-8-11 Harumi, Chu-ku, Tokyo 104-8610, Japan

Sumitomo Corp. of Americas
6133 N. River Rd, Ste 700, Rosemont IL 60018
Attention: Yutaka Kanda
Department Director
Transportation Systems and Equipment
Phone (847) 384-5250
Fax (847) 384-5250

Notices are effective when actually received by the party to which they are given, as evidenced by U.S. Mail receipt, written acknowledgment, or affidavit of hand delivery or courier receipt.

8. The laws of the State of Florida govern this Guarantee and its performance, without regard to that State's choice of law principles. The parties irrevocably consent to the exclusive jurisdiction of the Ninth Judicial Circuit Court in and for Orange County, Florida, for the resolution and determination of any dispute between GOAA and any Guarantor relating to the construction, meaning, or effect of this Guarantee or the rights and liabilities of GOAA and any Guarantor or any other matter arising from or connected with this Guarantee.

9. Maintenance of Corporate Existence in Florida. Each Guarantor agrees that, so long as this Guarantee is in effect, each Guarantor will be duly qualified to conduct business in the State of Florida.

10. Consolidation Merger, Sale, or Transfer. Each Guarantor covenants that during the term of this Guarantee it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is a Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, each Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if: (1) the successor entity (if other than a Guarantor): (a) assumes in writing all the obligations of a Guarantor under this Guarantee and is duly qualified to do business in the State of Florida, and (b) delivers to the Owner an opinion of counsel to the effect that its obligations under this Guarantee are legal, valid, binding, and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws; and (2) any such transaction does not result in a material decline in a Guarantor's credit standing, or if such transaction results in a material decline in a Guarantor's credit standing, the successor Guarantor provides credit enhancement sufficient to fully reverse the material decline to GOAA's reasonable satisfaction.

11. Continuance of Obligations. If a consolidation, merger, or sale or other transfer is made in accordance with the previous paragraph, the provisions of this Guarantee shall continue in full force and effect and no further consolidation, merger, or sale or other transfer shall be made except in compliance with the provisions of the previous paragraph. No consolidation, merger, or sale or other transfer shall have the effect of releasing the initial Guarantors from its liability hereunder unless a successor entity has assumed responsibility for this Guarantee as provided in the previous paragraph, and if such transaction results in a material decline in a Guarantor's credit standing, the successor Guarantors shall provide a credit enhancement sufficient to fully reverse the decline to the GOAA's reasonable satisfaction.

1 2. Subordination of Rights. Each Guarantor agrees that any right of subrogation, contribution, or indemnity that it may have against CMS as a result of any payment or performance under this Guarantee is hereby fully subordinated to the rights of GOAA under the Guarantee and under the Contract, and the Guarantors shall not recover or seek to recover any payment made hereunder from CMS until the CMS and the Guarantors have fully and satisfactorily paid and discharged the obligations to GOAA.

13. Payment of Costs and Expenses. Each Guarantor agrees to pay GOAA on demand all attorney and expert fees and all litigation costs incurred by or on behalf of GOAA in successfully enforcing the covenants, agreements, and obligations contained in this Guarantee against any Guarantor, other than the fees and costs that GOAA incurs in performing any of its obligations under the Contract, if these obligations are a condition to performance by the CMS of its Contractual obligations.

14. All three parent company Guarantors of CMS in connection with the Contract shall be jointly and severally liable.

15. No Third-Party Beneficiaries. This Guarantee is not intended to confer any benefit on any person or firm other than the Guarantors and GOAA.

16. Separate Obligations; Reinstatement. Each Guarantor's obligations to make any payment under this Guarantee shall: (1) to the extent permitted by applicable law, constitute separate and independent obligations of each Guarantor from its other obligations under this Guaranty; (2) give rise to separate and independent causes of action against each Guarantor; and (3) apply irrespective of any indulgence granted from time to time by GOAA. Each Guarantor agrees that this Guarantee shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of CMS is rescinded or must be otherwise restored by GOAA, whether as a result of any proceedings in bankruptcy, reorganization, or similar proceedings.

IN WITNESS WHEREOF, each Guarantor has duly executed and delivered this Guarantee which constitutes the legal, valid and binding obligation of each Guarantor enforceable against each Guarantor in accordance with its terms.

[SIGNATURES ON THE FOLLOWING PAGE]

_____ **Mitsubishi Heavy Industries America, Inc.**

Date

By : _____

Printed Name : _____

Title : _____

CERTIFICATE OF CORPORATE SECRETARY

I, _____, certify that I am the Secretary of the corporation named above and that _____ who signed above on behalf of the corporation was then _____ of said corporation, and that I know his/her signature, and his/her signature thereto is genuine, and that this Guarantee was duly authorized, signed, sealed and attested for and on behalf of said corporation by authority of its governing body or is otherwise authorized by the corporation to enter info this Guarantee.

_____

Secretary Signature

_____

Secretary Printed Name

(Corporate Seal)

SUMITOMO CORPORATION

_____
Date

By : _____

Printed Name : _____

Title : _____

CERTIFICATE OF GENERAL MANAGER, CORPORATE LEGAL &
GENRAL AFFAIRS DEPARTMENT

I, _____, certify that I am the General Manager, Corporate Legal & General Affairs Department of the corporation named above and that _____who signed above on behalf of the corporation was then _____ of said corporation, and that I know his/her signature, and his/her signature thereto is genuine, and that this Guarantee was duly authorized, signed, sealed and attested for and on behalf of said corporation by authority of its governing body or is otherwise authorized by the corporation to enter into this Guarantee.

_____
Signature

_____
Printed Name

(Corporate Seal)

SUMITOMO CORPORATION OF AMERICAS

_____
Date

By : _____

Printed Name : _____

Title : _____

CERTIFICATE OF CORPORATE SECRETARY

I, _____, certify that I am the Secretary of the corporation named above and that _____ who signed above on behalf of the corporation was then _____ of said corporation, and that I know his/her signature, and his/her signature thereto is genuine, and that this Guarantee was duly authorized, signed, sealed and attested for and on behalf of said corporation by authority of its governing body or is otherwise authorized by the corporation to enter into this Guarantee.

_____
Signature

_____
Printed Name

(Corporate Seal)

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that _____ who signed the said Bond(s) on behalf of the Principal was then _____ of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____[Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **$_____(the Proposal Price for all Phase 2 Work as set forth in the Proposal Pricing Form)**

BENEFICIARY: Greater Orlando Aviation Authority

One Airport Boulevard

Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____ [Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Authority"), or designee, and must provide the following:

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract BP-477, at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Authority (the "Agreement"); and

B. Certification of the amount of damages or expenses which, in his belief or determination, the Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or

Irrevocable Stand-by Letter of Credit

C. Certification (1) that the Company has failed to provide to the Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____
(Bank Name)

By:_____
(Signature)

Address:_____

_____

Telephone No: _____

Fax No.: _____

E-Mail Address:_____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY

STATEMENT FORM

To: _____[Bank Name]

Date: _____

Re: _____[Company Name]

Irrevocable Letter of Credit Number:_____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract BP-477 at Orlando International Airport, by and between the Company and the Authority (the "Agreement").

B. In the belief or determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals $_____; or

C. The Company has failed to provide the Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is $_____.

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By:_____

Title:_____

PHASE 2 - PERFORMANCE/PAYMENT BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY

ORLANDO, FLORIDA

I, _____, certify that I am the Secretary of the corporation, the General Partner of the Partnership or Manager or the Managing Member of the LLC, named as Principal in the foregoing Performance and Payment Bonds; that _____ who signed the said Bonds on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership or the Manager or Managing Member of the LLC; that I know [his, her] signature, and [his, her] signature thereto is genuine, and that said Bonds were duly signed, sealed and attested for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and the Performance and Payment Bonds.

_____

Secretary Signature

_____

Secretary Printed Name

(Corporate Seal)

SECTION 00 62 96 - CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Proposal Bond; that _____ _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know [his, her] signature, and [his, her] signature thereto is genuine, and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____
Name and Title

_____
Name of Corporation Submitting Proposal

(Corporate Seal)

SECTION 00 62 16 – CERTIFICATE OF INSURANCE FORM

The Contractor shall provide evidence of insurance reflecting compliance with the insurance requirements as listed in Section 00 21 13 of the Contract Documents and Article 11 of the General Conditions**. Separate Certificate(s) of Insurance for Phase 1 and Phase 2** shall be remitted using an ACORD form, or in a form acceptable to the Authority, and submitted to the Authority's Contracts and Grants Manager prior to contract execution and each policy renewal for the duration of the contract term and statute of repose. Any deductible or self-insurance retention ($0.00 and higher) for each coverage line must be indicated on the Certificate of Insurance.

The Certificate of Insurance shall state the following as certificate holder:

The Greater Orlando Aviation Authority
Engineering and Construction
One Jeff Fuqua Blvd.
Orlando, FL 32827

The Certificate of Insurance shall reflect the Greater Orlando Aviation Authority and the City of Orlando and their members (including without limitation, members of the Authority's board and the City Council and members of the citizens' advisory committees of each), the OAR, and the Designer as additional insured as outlined in Article 11.2 of the General Conditions. Authority may elect to utilize a third party for the collection and monitoring of Contractor's insurance. Contractor will promptly respond to all requests for information, including, without limitation, requests for copies of insurance policies and Certificate(s) of Insurance evidencing renewal policy periods.

END OF SECTION 00 62 16

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 24 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,139,940
	b. PDS	147,540
	c. ATC & Communication	473,520
	d. Guideway Equipment	11,780
	e. Station Equipment	5,700
	f. Maintenance Facility Equipment	34,860
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	103,040
	b. Travel	15,590
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	144,200
	CARPP	0
	TOTAL	2,495,530

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 25 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	850,410
	b. PDS	137,530
	c. ATC & Communication	1,319,790
	d. Guideway Equipment	12,610
	e. Station Equipment	5,790
	f. Maintenance Facility Equipment	37,540
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	97,560
	b. Travel	14,760
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	138,290
	CARPP	0
	TOTAL	3,033,640

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 26 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	644,260
	b. PDS	123,800
	c. ATC & Communication	790,400
	d. Guideway Equipment	11,990
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,320
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	98,990
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	137,930
	CARPP	0
	TOTAL	2,283,610

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 27 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	644,140
	b. PDS	123,750
	c. ATC & Communication	790,470
	d. Guideway Equipment	11,980
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,310
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,010
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	136,900
	CARPP	0
	TOTAL	2,282,480

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 28 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	636,150
	b. PDS	554,710
	c. ATC & Communication	799,960
	d. Guideway Equipment	11,860
	e. Station Equipment	8,450
	f. Maintenance Facility Equipment	33,010
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	97,160
	b. Travel	14,700
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	135,670
	CARPP	0
	TOTAL	2,711,030

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 29 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	643,310
	b. PDS	123,490
	c. ATC & Communication	790,710
	d. Guideway Equipment	11,960
	e. Station Equipment	8,580
	f. Maintenance Facility Equipment	33,240
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	99,050
	b. Travel	14,980
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	133,510
	CARPP	0
	TOTAL	2,278,190

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 30 (*)

PROPOSER: Mitsubishi Heavy Industries America, Inc.

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMS Section 3.22.1.

* Proposer is required to complete separate OMP-MS price forms for each year of Phase 2.

** Proposer shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables, Parts and Spare Equipment	a. Vehicles	1,008,010
	b. PDS	195,040
	c. ATC & Communication	1,372,700
	d. Guideway Equipment	18,850
	e. Station Equipment	13,330
	f. Maintenance Facility Equipment	52,530
	g. Custodial oversight and management of Authority designated personnel (facilities occupied by the Contractor or dedicated to APM equipment)	399,820
	h. General & Special Test Equipment	0
	i. Other **	0
2. Office & Administration	a. Office Materials	98,440
	b. Travel	14,890
	c. Other (Specify) **	0
3. Cost of Road Vehicles	Total	19,540
4. Other (Specify)	Bond / Fees / etc	135,510
	CARPP	0
	TOTAL	3,328,660

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

10-year Base Contract (Years 1 – 10):

Years 1 through 10 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 1 through 10 will be escalated per OMS Section 3.22.1.

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

Option 1 (Years 11 – 20)
Years 11 through 20 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Year 11: Maintenance and Repair

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 11 through 20 will be escalated per OMS Section 3.22.1.

PHASE 2 OPTION, OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PROPOSAL PRICING FORM FOR ADDITIONAL HOURLY LABOR RATE AND OPTIONAL OPERATING SCHEDULE

Option 2 (Years 21 – 30)
Years 21 through 30 will be escalated from the proposed pricing in accordance with Contract terms for labor and materials escalation.

Year 21: Maintenance and Repair

Additional Work: Hourly Labor rate $ 75.30 /HOUR

Pricing to increase train Operating Hours (based on primary operating mode):

Optional Operating Schedule Pricing Table*

Increase Run time by 1 hour	Price for AS2 System, per month	$ 2,260
Increase Run time by 1 hour	Price for AS4 System, per month	$ 2,260
Increase Run time by 2 hours	Price for AS2 System, per month	$ 4,520
Increase Run time by 2 hours	Price for AS4 System, per month	$ 4,520

Prices are not cumulative.

* In the event the Authority requests a reduction in Run Time, the pricing provided in the Table above to increase Run time shall also be used as the price for a reduction in maintenance cost when the Run Time is reduced by the same amount.

Note: These prices include all capital replacements required to maintain the systems to meet the availability requirements described in the specifications. Prices for Year 21 through 30 will be escalated per OMS Section 3.22.1.

CONFORMED

DESIGN CRITERIA PACKAGE

Volume II

OPERATION AND MAINTENANCE PROVISIONS

Phase 2

BP-477, APM OPERATING SYSTEM (OS) REPLACEMENT FOR AIRSIDE 2 & AIRSIDE 4

ORLANDO INTERNATIONAL AIRPORT

Issue Date: October 9, 2023

GREATER ORLANDO AVIATION AUTHORITY

Documents Prepared and Submitted by:

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TABLE OF MINOR CORRECTIONS/EDITS TO CONFORMED DOCUMENTS

	Changes to: Document/Section	Description of edit
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OPERATIONS AND MAINTENANCE
PHASE 2 GENERAL CONDITIONS

1. SCOPE OF WORK:

The requirements of Phase 2 are to perform operations and maintenance of the APM System provided during Phase 1 (Airside 2 APM and Airside 4 APM) for a ten (10) year period with options for the Authority to extend Phase 2 for up to two (2) additional ten (10) year increments for a possible total of thirty (30) years. The Authority will provide a separate Notice to Proceed for Phase 2 (NTP-2A and/or NTP-2B), for the portions of the Phase 1 work that have received Substantial Completion, hereinafter referred to as "Phase 2," for both the operations and maintenance for the initial period of ten (10) years. The Authority will provide a notice of its intent to issue NTP-2A and/or NTP-2B to the Contractor at least thirty (30) Calendar Days prior to issuing NTP-2A and/or NTP-2B. The Contractor shall be fully mobilized to begin Phase 2 upon receipt of NTP-2A and/or NTP-2B.

Note that the system operations and maintenance will be implemented to allow for the sequenced completion of the lanes for the Airside 2 and 4 APM Systems as detailed throughout the Contract Documents.

The Authority shall not be obligated in any way to exercise the initial ten (10) year period or the options to extend the Phase 2 period beyond the ten (10) year initial period and may elect other approaches for the operation and maintenance of an APM System. In the event that the Authority elects not to exercise Phase 2 or its option for extending Phase 2, then the Authority shall have no liability to the Contractor for any claim for damages (including, without limitation, costs incurred, lost profits and foregone business opportunities) arising out of any failure by the Authority to exercise any portion of Phase 2.

All work shall be performed in accordance with the Contract Documents. References to specific documents are made as follows:

ITP Section x:	Volume IA, Section No. x, Paragraph (or Article) No. x
GC Article x:	Volume IB, Section 00710, Article No. x of the General Conditions of the Design Build Contract - Phase 1
GR Section x:	Volume IC, General Requirements, Section No. x, Paragraph No. x
SP Section x:	Volume ID, Special Provisions, Section No. x
TP Section x:	Volume IE, Technical Provisions, Section No. x, Paragraph No. x
OMGC Article x:	Volume II Operations and Maintenance Provisions, Operations and Maintenance General Conditions (OMGC), Article No. x
OMS Section x:	Volume II Operations and Maintenance Provisions, Operations and

Maintenance Specifications (OMS), Section No. x

Drawing No. x: Volume III Reference Drawings, Drawing No. x of the Reference Drawings provided by the Authority as part of the Contract Documents.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

2.1 Compensation will be made by the Authority in monthly payments for Work, as set forth in herein and in OMS Section 3.22, that the Authority reasonably concludes have been satisfactorily performed as of the last day of the immediately preceding month. In no event shall the annual amounts for Phase 2 exceed that specified in herein and in OMS Section 3.22. The breakdown of costs associated with Phase 2 is provided in the pricing forms of the Contractor's Proposal. Appendix A to the Phase 2 Specifications (OMS), Determination of Monthly Payments, provides the basis for calculating monthly payments.

No charges shall be incurred, nor shall any payments become due to Contractor until the reports, services, or both, required by the Contract are received from Contractor and approved by Authority as being in accordance with the Contract Documents.

2.2 The Authority shall make payment to the Contractor of the amount specified in the approved invoice within twenty-five (25) business days from the date that the payment application is stamped as received by the Authority. If the payment has not been made within that time, the Contractor may deliver an overdue notice to the Authority. Within four (4) business days after receipt of the overdue notice, either payment shall be made or the Authority shall notify the Contractor in writing that the approval of the invoice has been withdrawn. Otherwise, in accordance with Section 218.735(1)(a), the payment request shall be deemed accepted, except for any portion of the request that is fraudulent or misleading. Payment does not imply acceptance of the work. The granting of any payments by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship which do not conform to these Phase 2 Operations and Maintenance Provisions and the remainder of the DCP Documents shall be rejected and shall be replaced by Contractor without delay.

2.3 Invoice for Additional/Emergency Work: The Authority shall pay the Contractor for actual, documented and pre-approved Additional/Emergency Work at the hourly price set forth within the pricing forms and as further details within OMS Section 3.11. The Contractor shall invoice the Authority by the tenth (10th) day of each month following a month in which pre-approved Additional/Emergency Work is performed by Contractor during such prior month. The Contractor's invoice shall generally describe the services rendered, date rendered, and such other information and be accompanied by such supporting original payroll documentation and other backup material as the Authority shall reasonably require.

2.4 The Authority shall pay the undisputed amount of Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from recovering any money paid in excess of that due under the terms of this Contract.

2.5 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

2.6 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Electronic copy shall be submitted to Maintenance Cost Control at Cost-Control@goaa.org.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, including compliance with all applicable sections of 14 CFR: Aeronautics and Space, Parts 107 (Airport Security) and 108 (Airplane Operator Security), and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.

3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.

3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

3.4 If any federal, state or local law, ordinance, rule, directive or regulation is substantially changed after the Effective Date of this Contract, the Contract may be equitably adjusted in accordance with OMGC Article 7 and OMS Section 3.11.

4. CONTRACTOR'S LIABILITY:

4.1 LIMITATION ON CONTRACTUAL LIABILITY – Each party's liability to the other under this Contract shall be limited to the amount of the Total Phase 2 Contract Price. Such limitation shall not apply to claims for indemnification under OMGC Article 5.1, claims for bodily injury or death, punitive damages and prejudgment interest.

4.2 The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this OMGC Article 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of OMGC Article 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of this Contract, by the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was caused by Authority's negligence or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by OMGC Article 5.4 below by or in favor of any person described in OMGC Article 5.5 below, or (iv) arising out of or in connection with any action or omission of the Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless (1) the Contractor and the Authority shall

have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the Authority, or (3) the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of any of the above stated instances, Contractor shall be responsible for the legal fees and expenses. The indemnification provisions of this OMGC Article 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

5.2 Not applicable.

5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract.

5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this OMGC Article 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

5.6 No provisions of OMGC Article 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.

5.7 Insurance – The Authority is currently contracted with Ebix BPO for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by Ebix BPO for insurance certificates and related matters such as expired certificates. An introductory letter will be sent directly from Ebix BPO instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors are to respond to Ebix BPO as directed in the introductory letter as well as any further instructions they may receive from Ebix BPO.

Type of Insurance Policy	**Amount**
Commercial General Liability: Maximum Deductible or Self-insured Retention: Coverage shall also include Products & Completed Operations and Contractual liability for the duration of contract term. Coverage shall be on written on an occurrence basis.	$15,000,000, each Occurrence $100,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	$5,000,000, Combined Single Limit $100,000
Workers Compensation And **Employers' Liability**	Statutory Limit $500,000 each accident $500,000 disease-policy limit $500,000 disease-each employee
Pollution Liability Coverage:	$2,000,000, each Claim

Type of Insurance Policy	Amount
Maximum Deductible or Self-insured Retention: If written on a claims-made basis, coverage shall apply for 3 years from contract term expiration or termination.	$100,000

Any deductible or self-insurance retention must be indicated on the Certificate of Insurance.

5.7.1 **Other Insurance Requirements.** All insurance policies required by this OMGC Article 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.8 of these General Conditions and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority before the effective date of NTP-2A and/or NTP-2B. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this OMGC Article 5.7.1, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Executive Director with respect thereto.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

6.1 Prior to Authority's execution of the Contract and within ten (10) Calendar Days of the award, the Contractor shall furnish to Authority a Performance Bond, completed on the Authority's form. If the bond is for a period of less than the full initial term of the Contract, it shall have an effective term of not less than twelve (12) months and it shall

include a penal sum equal to the applicable annual price of the Phase 2 Contract, except that the penal sum of the initial Phase 2 Performance Bond shall equal the price that is reflected on Line 4 of the Phase 2 Contract Agreement Form Section 00500 and continue until the Year 3 bond is provided.

6.2 The Contractor may elect to provide Authority, in lieu of the required Performance Bond, a letter of credit in an amount equal to the penal sum that is required in OMGC Article 6.1 and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide Authority with a Letter of Credit that remains in effect for at least one (1) year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

6.3 Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this OMGC Article 6.

6.4 Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contract, the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.

6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

6.5.1 If the Replacement is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.

6.5.2 If the Replacement is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

6.5.3 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

6.5.4 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three (3) year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that

meets the requirements of this Section 6 constitutes a default under the terms of this Contract and, in addition to all other rights available to the Authority under law, shall give the Authority the right to terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.

6.7 The Phase 2 Performance Bond shall be duly issued by an insurer or corporate surety which:

6.7.1.1 Is authorized to conduct insurance business in the State of Florida;

6.7.1.2 Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;

6.7.1.3 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308;

6.7.1.4 Is otherwise in compliance with the provisions of the Florida Insurance Code; and

6.7.1.5 Has no less than a "A-" Financial Rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Insurance Reports.

6.8 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently licensed to conduct insurance business in the State of Florida, and (b) must have no less than a "A-" Financial Rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Executive Director may waive the requirement for the insurer to be approved by the State of Florida.

6.9 In the event that Authority requests Contractor to purchase materials or as a condition to approval of a subcontractor in accordance with Section 8 of the General Conditions, the Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

6.10 Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Authority's Executive Director.

7. CONTRACT ADJUSTMENTS:

7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of OMGC Article 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Authority.

8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this OMGC Article 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

8.4 If the Contractor has qualified as an DBE/MWBE/LDB/VBE program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received DBE/MWBE/LDB/VBE certification, unless the DBE/MWBE/LDB/VBE Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are DBE/MWBE/LDB/VBE certified.

9. DEFAULT AND TERMINATION:

9.1 In the event that:

9.1.1 the System Service Availability for any APM System under control of the Contractor falls below 98.0% for a period of three (3) consecutive month; or

9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than ten (10) days after delivery to the Contractor of a written notice of such breach or default; or

9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit

of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or

9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular OMGC Article 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Owner's (Authority's) Authorized Representative (OAR) (and an Assistant OAR designated to serve in that capacity in the absence of the OAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the OAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of OMGC Article 9 hereof.

12. NOTICES:

12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.

12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Executive Director, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Executive Director

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. NONDISCRIMINATION:

13.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

13.1.1 **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

13.1.2 **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by OMGC Article 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

13.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

13.1.4 **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

13.1.5 **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

13.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

13.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

13.1.6 **Incorporation of Provisions.** The Contractor shall include the provisions of subsections 13.1.1 through 13.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is

specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

15. GENERAL PROVISIONS:

15.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, the Request for Proposals, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Phase 2 Contract Documents shall be as follows: (i) Addenda to the Contract, (ii) the Contract (iii) OMS, (iv) OMGCs, (iv) the Instructions to Proposers, Request for Proposals and RFP Addenda, (v) the Proposal Forms.

15.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

15.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.

15.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

15.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

15.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

15.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

15.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

15.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of OMGC Article 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.

15.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses reasonably incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees) to the extent that the Authority is successful in

these proceedings. This provision shall survive the expiration or termination of the Contract.

15.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.

15.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.

15.13 The Authority may, but shall not be obligated to, cure, at any time, upon seven (7) calendar days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.

15.14 The Authority shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the Authority which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the Executive Director and it results in any extra charges to the Authority, Contractor shall so advise the Authority in writing of the amount of the extra charges. The Authority is not required to pay any extra charges for additional work unless such work and the charges therefor have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the Executive Director, in his or her exclusive discretion.

15.15 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.

15.16 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Contractor and its subcontractors shall account for all expenses

of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Contractor and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the statutory rate of interest

from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

15.17 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

15.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

15.19 Time is of the essence for the performance of each of Contractor's obligations under this Contract.

15.20 In computing any period of time established under this Contract, except as otherwise specified herein the word “days,” when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.

15.21 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

15.22 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

15.23 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

15.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.

* * * * * * * END OF PHASE 2 GENERAL CONDITIONS * * * * * * *

OPERATIONS AND MAINTENANCE
PHASE 2 SPECIFICATIONS

1 PART ONE - GENERAL

1.1 SCOPE OF WORK:

Phase 2 Operations & Maintenance (O&M) shall begin upon the Authority's provision of NTP-2A and/or NTP-2B and shall continue for an initial period of ten (10) years thereafter, unless terminated sooner as provided in the OMGC Article 9. The Authority shall have the option to automatically continue the Contract for up to two additional ten (10) year periods following the initial ten (10) year term, unless the Authority gives the Contractor notice of its intent to terminate the Contract on the anniversary date at least one hundred and twenty (120) Calendar Days prior to the fifth anniversary date. In the event of such automatic extension, the Total Annual Labor and Material Price for the year, taken from the Contractor's O&M Price Form OMP, shall be the agreed compensation for the Contractor's services, as modified by OMS Section 3.22.1.

Contractor is responsible to provide all repair parts, materials, consumables, tools, manuals, training, management, supervision, and skilled labor as necessary for the operation and maintenance of the Authority's two Automated People Mover (APM) Systems (Airside 2 and Airside 4) at the Orlando International Airport (OIA). These APM Systems link two Main Terminal APM Stations with two remote Airside Terminal Stations (Airside 2 and Airside 4). The operations and maintenance services shall be provided on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Contract in accordance with the requirements described within these Specifications and the DCP documents.

The Design, Manufacture, Supply, Installation, Testing and Demonstration of the APM Systems shall be completed during Phase 1 prior to the commencement of Phase 2 services. During operations and maintenance, the Contractor shall utilize, comply with, and maintain the Authority accepted documents that were prepared for and developed during the Design, Manufacture, Supply, Installation, Testing and Demonstration (Phase 1) for the operations and maintenance of the APM Systems. These documents are as identified herein and as further defined within the DCP documents. Throughout the Phase 2 term, the Contractor shall update appropriate portions of each plan and manual as new information becomes available based on the experience gained during the operations and maintenance of the APM Systems, including updating of the copies maintained by the Authority. The Contractor shall maintain a complete set of these updated documents on file at the APM System's Administrative Office.

Document References

Document	Title
CDRL 10	System Configuration Management Plan
CDRL 11	System Assurance Monitoring Plan
CDRL 12	System Safety Program Plan
CDRL 19	Safety Document Files
CDRL 20	Safety Certification Report
CDRL 22	System Security Program Plan
CDRL 26	System Performance and Failure Management Analysis
CDRL 42	Priority I and II Malfunctions
CDRL 46	Tools & Equipment List
CDRL 47	Departure Test Document
CDRL 48	System Operations Plan
CDRL 49	Maintenance Plan
CDRL 49	Spare Parts, Expendables and Consumables List in CDRL 49
CDRL 50	Operation & Maintenance Management Plan
CDRL 60	Operating System Acceptance, Inspection & Test - Procedures
CDRL 65	Emergency Evacuation Procedures
CDRL 66	Emergency Procedures & Equipment
CDRL 67	Maintenance Management Information System Manual
CDRL 68	Operating Manuals
CDRL 69	Maintenance Manuals
CDRL 70	Rule Book
CDRL 71	Forms and Updates of Plans and Manuals
CDRL 72	Training Plan and Materials
CDRL 74	As-Built Record Documents and As-Built Deliverables
CDRL 82	Capital Asset Replacement Program Plan (CARPP)
	Phase I Technical Provisions
	Phase I Special Provisions

The Contractor shall directly operate and maintain each APM System with its own personnel. The Contractor shall perform the operations and maintenance duties set forth herein, including but not limited to Central Control operations; training, certifying/re-certifying control operators, technicians and equipment; scheduling and running trains; initiating and supervising train movement; effecting the addition to or removal of trains from service; effecting train and passenger emergency procedures; supervising and effecting the removal of disabled vehicles from service; data collection, analysis, and

reporting; conducting service availability monitoring; performing cleaning and preventive, corrective, and all maintenance on APM System components; and replacement of parts for each APM System.

1.2 DEFINITIONS:

The following definitions and abbreviations apply to terms used in the Contract Documents. They are not intended to be all-inclusive. Further reference may be required to the Contract Documents, the reference documents within OMS Section A.1 or in Section 1.5, Definitions, of the ASCE APM Standards, Parts 1, 2, 3 and 4. Where there is a conflict between definitions, those definitions provided within the Contract Documents shall apply.

1.2.1 **AAR**. The Authority's Authorized Representative. Also referred to as the Owner's Authorized Representative (OAR).

1.2.2 **ACAMS**. Access Control and Alarm Monitoring System.

1.2.3 **ACI**. American Concrete Institute.

1.2.4 **Accepted**. Shall mean that the OAR is in agreement with the specific approach, proposal, plan, schedule, analysis, or design submitted by the Contractor, and shall mean that the submittal itself and its contents appear to conform to the respective requirements of the Contract Documents for that submittal. Submittals marked "Accepted" need not be resubmitted.

1.2.5 **Accepted as Noted**. Shall mean that the submittal and its contents appear to conform to the respective requirements of the Contract Documents for that submittal after revisions are made to the areas noted in recognition of the reviewer's comments. Submittals marked "Accepted as Noted" need not be resubmitted unless otherwise directed by the OAR.

1.2.6 **Access Road**. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

1.2.7 **ADA**. Americans with Disabilities Act.

1.2.8 **AHJ**. Authority Having Jurisdiction

1.2.9 **Airport**. Orlando International Airport.

1.2.10 **AISC**. American Institute of Steel Construction.

1.2.11 **ANSI**. American National Standards Institute.

1.2.12 **Air Operations Area (AOA)**. For the purpose of these specifications, the term air operations area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

1.2.13 **APM**. Automated People Mover System.

1.2.14 **Application for Final Payment**. The Contractor's application for final payment.

1.2.15 **Application for Payment**. The Contractor's application for payment.

1.2.16 **AREMA**. American Railway Engineering and Maintenance of Way Association.

1.2.17 **ARI**. Air Conditioning and Refrigeration Institute.

1.2.18 **As-Built Record Documents**. The "As-Built" configuration of all construction, hardware and software of the System shall be documented in detailed drawings, documents, notes and other descriptive material as specified herein.

1.2.19 **As-Built Record Deliverables**. On completion of the Work, in accordance with the CDRL, and as a condition of Final Acceptance of the Work, the Contractor shall use the *As-Built Record Documents* prepared during the course of the Work to prepare the *As-Built Record Deliverables* and shall deliver to the Authority's Representative.

1.2.20 **ASCE**. American Society of Civil Engineers.

1.2.21 **ASHRAE**. American Society of Heating, Refrigeration, and Air Conditioning Engineers.

1.2.22 **ASTM**. American Society for Testing Materials.

1.2.23 **Authority**. Another term for the Owner which is the Greater Orlando Aviation Authority (GOAA).

1.2.24 **Authorized Representative**. The Authorized Representative is a person fully authorized to act on behalf of the Contractor.

1.2.25 **Automated People Mover (APM)**. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways with exclusive right-of-way.

1.2.26 **Automatic train control (ATC)**. The ATC system shall include automatic train protection (ATP), automatic train operation (ATO) and automatic train supervision (ATS) subsystems and their means of communication. The ATC system shall automatically

regulate the movement of all trains, except those temporarily under onboard manual control.

1.2.27 **Automatic train operation (ATO).** The ATO subsystem shall provide the automatic control of vehicle/train motion, including speed, acceleration, deceleration, and jerk control; station stops; and door operations.

1.2.28 **Automatic train protection (ATP)**. The ATP subsystem shall provide protection against collisions between trains and with end of track buffers, unsafe switch operations, over speeds, unsafe door operations, and other potential hazards of operations in automatic mode.

1.2.29 **Automatic train supervision (ATS)**. The ATS subsystem shall provide the interface between the Central Control Operator (CCO) and the System, giving all pertinent information about the System and means for the CCO to control various System functions. The ATS subsystem shall also provide System supervision, including automatic routing, schedule keeping, and maintenance management information system (MMIS) data acquisition and reporting.

1.2.30 **Availability Dates**. Access dates when sections of the ROW and other Authority-provided items are available for Work.

1.2.31 **AW0**. The weight of an empty vehicle, ready to be operated.

1.2.32 **AW1**. The vehicle design weight, calculated as AW0 plus the product of 160 pounds per passenger multiplied by the design capacity.

1.2.33 **AW2**. The maximum vehicle weight or "crush load". This weight shall be calculated as AW0, plus 107 lbs/ ft^2 of standee floor area, 160 lbs for each fixed seat position, plus 36 lbs for each lbs/ ft^2 of interior plan area not included in the total passenger area.

1.2.34 **Award**. The acceptance of the successful proposal by the Authority.

1.2.35 **AWS**. American Welding Society.

1.2.36 **Calendar day**. Every day shown on the calendar.

1.2.37 **Car**. An individual passenger-carrying unit. See vehicle.

1.2.38 **CDRL**. Contract Data Requirements List identifies items that are contractually required to be submitted to the OAR.

1.2.39 **Central Control Console (CCC)**. The Central Control Operators' workstation(s) within the Central Control Facility, consisting of displays and controls that permit all necessary interfaces with the APM Operating System.

1.2.40 **Central Control Facility (CCF)**. (Also called Central Control or the Central Control Room.) A building or rooms in which the Central Control Operators perform their tasks and duties and in which is located the System Schematic Display, the Power Schematic Display, the General System Display, the CCC, and related ATC, communication, and control equipment.

1.2.41 **Central Control Operator (CCO)**. Any operations staff member whose work area is the CCF and who uses ATC equipment and other communication, control, audio, and/or visual equipment to interact with the System to achieve optimum System performance. CCO can refer to one or more such persons when describing actions or capabilities.

1.2.42 **Certificate of Final Acceptance (CFA)**. Shall establish the date of Final Acceptance following completion of all items on the combined punch list accompanying the Certificate of Substantial Completion. The Certificate of Final Acceptance shall be submitted to the Contractor for appropriate acceptance and signature.

1.2.43 **Claim.** A Claim is a demand or assertion, made by written notice and quantified pursuant to OMS Section 3.27.12, by the Authority or Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

1.2.44 **Consist**. The makeup or composition (number and specific identity) of a train of vehicles.

1.2.45 **Contract**. The phrase Contract may be used as an abbreviation for Contract Documents, which together form the Contract for Phase 2, Operations and Maintenance. Unless specifically referencing Phase 1, the use of the term Contract in the OMGC and OMS refers to the Phase 2 Contract.

1.2.46 **Contract Amount, Phase 1.** The fixed amount to be paid by the Authority to the Contractor for the performance of the Phase 1 Work, not subject to any Economic Price Adjustment (see Fixed Price Bid).

1.2.47 **Contract Data Requirement List (CDRL).** Contract Data Requirements List identifies items that are contractually required to be submitted to the OAR.

1.2.48 **Contract Documents**. The Contract Documents consist of the executed Agreement between the Authority and Contractor, the Addenda, if any, the OMGCs, OMS, and the Design Criteria Package.

1.2.49 **Contractor**. The entity who executed the Contract for the Work and is liable for the acceptable performance of the Work and payment of all legal debts pertaining to the Work. Unless specifically referencing Phase 1, the use of the term Contractor in the OMGC and OMS refers to the Phase 2 Contractor.

1.2.50 **Contractor's Drawings**. The Contractor's Drawings are the graphic and pictorial portions of the Contract Documents prepared by the Contractor, wherever located, showing the Design Criteria Scope, Contractor's design, location and dimensions of the Work, generally including, plans, elevations, sections, details, schedules and diagrams sufficient to meet the Authority's CAD and Drawing Standards. The content of the Contractor's Drawings shall not supersede the requirements of the DCP unless establishing a higher level of standard.

1.2.51 **Contractor's Project Manual**. The Contractor's Project Manual consists of one or more volumes of bound documents assembled for the Work by the Contractor which may include the proposal requirements, forms, Conditions of the Contract and Specifications. The content of the Contractor's Project Manual shall not supersede the requirements of the DCP unless establishing a higher level of standard.

1.2.52 **Contractor's Specifications**. The Contractor's Specifications are those portions of the Contract Documents prepared by the Contractor, consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. The content of the Contractor's Specifications shall not supersede the requirements of the DCP unless establishing a higher level of standard.

1.2.53 **Crush Weight or Crush Load (AW2).** A term often applied to the maximum weight of the vehicle.

1.2.54 **Day**. The term "day" as used in the contract documents shall mean calendar day unless otherwise specified. When any contractual obligation is measured by the number of days and the deadline date falls on a legal holiday or weekend when the Authority's office is closed, the obligation will be allowed to be completed on the next business day without penalty.

1.2.55 **Delays.** There shall be no changes in the milestone dates, except by CO, FCO or CCD. In the event that the Contractor fails to complete any required portions of the Work by the milestone dates, the Contractor and its Surety shall be liable to the Authority for the Liquidated Damages identified in the Instructions to Bidders.

1.2.56 **Design Capacity.** The established vehicle capacity as designed.

1.2.57 **Design Construction Interface Document (D/CID)**. The design construction interface document provided by the Contractor under Phase 1.

1.2.58 **Design Criteria Consultant (DCC)**. The Design Criteria Consultant is the person or entity lawfully licensed in Florida to provide architectural or engineering services identified as such in the Contract Documents and is referred to throughout the Contract Documents as if singular in number. The DCC is retained by the Authority to prepare the DCP.

1.2.59 **Design Criteria Package**. The Design Criteria Package (DCP) and other Documents describe the Work to be performed under this Contract and include the performance and scope drawings, the Authority Standards, the Authority Guidelines and Specifications, the quantity and quality requirements of the Work, the sample forms, the Conditions of the Contract, the location of the Work, the time in which the Work must be completed. The purpose of the DCP is to furnish sufficient information to permit the Contractor to prepare the Proposal.

1.2.60 **Designer**. The Designer is the person or entity lawfully licensed in Florida to provide architectural or engineering services identified as such in the Contract Documents and is referred to throughout the Contract Documents as if singular in number. The term "Designer" means the Designer or the Designer's authorized representative. The Designer is part of design-build team.

1.2.61 **Design Review.** A formal process whereby the Contractor submits required information to the Authority's Representative for review and, if appropriate, acceptance as required prior to initiating detailed subsystem and equipment design and engineering.

1.2.62 **Design Weight or Design Load (AW1).** The vehicle design weight, calculated as AW0 plus the product of 160 pounds per passenger multiplied by the design capacity.

1.2.63 **Downtime Limits**. Thresholds of downtime events of various durations for which penalties are imposed if exceeded. Downtime Limits are also referred to Service Mode Downtime Limits.

1.2.64 **Duty Cycle.** The System duty cycle is the normal train operations throughout a typical day. For a train, the duty cycle includes the design profile for the propulsion and braking subsystems consisting of starts, stops, dwells, grades, loads, and speeds. Duty cycle in general also applies to other subsystems, such as power distribution, facilities and their components and items of equipment.

1.2.65 **Dwell Time**. Station dwell time is the time during which the train is stopped in the station, measured from when the train doors are commanded to open until the train doors are closed and locked.

1.2.66 **Effective Date (for Codes and Standards)**. Except as otherwise specifically provided in the Contract Documents, any reference to a federal, state, local, airport, or industry law, statute, ordinance, resolution, rule, regulation, code, manual, practice, principle, guideline, specification, circular, schedule, order, tariff, or other standard or requirement shall be deemed to be a reference to such standard or requirement in effect 30 days before the Proposal Due Date specified in the *Instructions to Proposers* or as extended by the Authority; provided that nothing contained herein shall be deemed to relieve the Contractor from compliance with any standard or requirement enacted, ordained, promulgated, adopted, or otherwise made effective after the date specified herein. Except as otherwise clearly excluded by the context, any reference in the Contract Documents to one or more of the standards or requirements listed in the preceding sentence shall be deemed to be a reference to all such standards or requirements.

1.2.67 Electrical power system (EPS). See PDS.

1.2.68 **EMI**. Electromagnetic interference and compatibility with the surrounding environments.

1.2.69 **Empty weight or empty load (AW0)**. The weight of an empty vehicle, ready to be operated.

1.2.70 **Equipment**. The articles, devices, software, control system, and other assets used to serve a function.

1.2.71 **FAA**. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

1.2.72 **Fail-safe**. A characteristic of a system or its elements whereby any failure or malfunction affecting safety will cause the system to revert to a state that is known to be safe.

1.2.73 **FCC**. Federal Communications Commission.

1.2.74 **FDOT**. Florida Department of Transportation.

1.2.75 **Federal Specifications**. The Federal Specifications and Standards, and supplements, amendments and indices thereto that are prepared and issued by the General Services Administration of the Federal Government.

1.2.76 **FHWA**. Federal Highway Administration of the U.S. Department of Transportation.

1.2.77 **Fixed Facilities**. Generally, the fixed System structures that represent permanent improvements to the Site, including: guideway structure(s), tunnels, stations, equipment rooms, M&SF, propulsion power PDS substations, CCF, and administrative offices related to the System.

1.2.78 **Fixed Price Bid**. The total amount proposed by the Contractor as fixed compensation for performing all of the Work. If accepted by the Authority, the Fixed Price shall be binding on both parties.

1.2.79 **Fleet**. The rolling stock of passenger vehicles.

1.2.80 **Fleet Size**. The total number of vehicles, provided under Phase 1 to be operated and maintained for Phase 2.

1.2.81 **FTA.** Federal Transit Administration, formerly Urban Mass Transportation Administration (UMTA), of the U.S. Department of Transportation.

1.2.82 **General Conditions (GC)**. Volume 1B Section 00 72 53, General Conditions of the Design/Build for Phase 1 that includes the Authority's general terms and conditions for contracting.

1.2.83 **General System Display (GSD)**. The GSD shall be capable of serving as a backup for any failed CCC display, as a general display for displaying other information, and/or for use by the Authority or emergency personnel to monitor conditions during an emergency situation.

1.2.84 **General Video Display (GVD)**. LCD type monitors used to support the GSD.

1.2.85 **Guideway**. The complete guideway facility including the structure, the track or other running surface and guidance surfaces and other operating system equipment that supports and physically guides the vehicles specifically designed to travel exclusively on it.

1.2.86 **Guideway Structure**. The guideway (as defined above) but excluding the track or other running and guidance surfaces, and other operating system equipment that supports and physically guides the vehicles specifically designed to travel exclusively on it.

1.2.87 **Hazard**. An existing or potential condition that can result in an accident.

1.2.88 **Headway**. Headway is the elapsed time between the same part of consecutive trains operating in the same direction on the same guideway, measured at any given point on the guideway.

1.2.89 Housekeeping. Provisions that are neither necessary nor part of the System but are provided for other functions. Examples are utilities (e.g., water or power) for cleaning or carrying out repairs.

1.2.90 Install. An organization installs an item furnished by others.

1.2.91 Interim Operations and Maintenance (O&M) Services. O&M Services to be provided by the Contractor during Phase 1 following completion of Airside 2 Lane 4800 or Airside 4 Lane 4600 portions of the project. O&M Services will be conducted in accordance with the Volume II O&M Provisions.

1.2.92 Instructions to Proposers. The Authority-issued document providing instructions to all Proposers regarding the preparation and submission of Proposals.

1.2.93 ISO. International Standards Organization.

1.2.94 Line Capacity. Line capacity is the number of passengers per hour per direction (pphpd) that can be carried past a given point on each independent route by trains operating that route.

1.2.95 Lowest Replaceable Unit (LRU). The smallest unit, such as a component, circuit board, or assembly, that would be replaced in effecting a repair of the System in accordance with the Contractor's specific maintenance philosophy. An LRU is an item that could be purchased from the Contractor or from other vendors. If an assembly is to be repaired on the System and not fully replaced then it is not considered to be an LRU, but an assembly of LRU's.

1.2.96 Maintenance and Storage Facility (M&SF). An area including a maintenance facility of repair shops, work bays, and other amenities; a layout (yard) of tracks and switches that includes a test track and storage lanes; and necessary administrative offices.

1.2.97 Maintenance Control Operator. The operations staff responsible for the movement of vehicles within the Maintenance and Storage Facility.

1.2.98 Manual Operation. Operation of a train under on-board control of a human operator without the benefit of ATP. Manual operations are used for failure recovery purposes and not for regular passenger operations.

1.2.99 Materials. Any substance specified for use in the implementation of the Contract Work.

1.2.100 Maximum Length Train. The longest train for which the System is designed.

1.2.101 Months. Except as specified otherwise, all months shall be specific calendar months.

1.2.102 **NEC**. National Electric Code, NFPA 70.

1.2.103 **Network Analysis**. The Network Analysis that is used to maintain the project schedule.

1.2.104 **NFPA**. National Fire Protection Association.

1.2.105 **Normal Capacity**. The vehicle capacity under normal operating conditions.

1.2.106 **Notice to Proceed for Airside 2 and 4 APM Phase 1 (NTP-1A, 1B, 1C 1D, 1E & 1F)**. The written communication issued by the Authority to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Phase 1 Work for each lane of Airside 2 and Airside 4 APM. See SP Section 4.1.1 for descriptions of NTP-1A, 1B, 1C, 1 D, and 1E for Airside 2 and Airside 4 APM.

1.2.107 **Notice to Proceed for Airside 2 APM Phase 2 (NTP-2A)**. The written communication issued by the Authority to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the Phase 2 Work for Airside 2 APM System.

1.2.108 **Notice to Proceed for Airside 4 APM Phase 2 (NTP-2B)**. The written communication issued by the Authority to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the Phase 2 Work for Airside 4 APM System.

1.2.109 **NSC**. National Safety Council.

1.2.110 **OAR**. Owner's (Authority's) Authorized Representative.

1.2.111 **OEM**. Original Equipment Manufacturer.

1.2.112 **Official Commencement Date**. The date in the written Notice to Proceed on which the Contractor's Work may start.

1.2.113 **Off-peak Period**. The time interval(s) expected to have lesser passenger demands than the peak period.

1.2.114 **OIA**. Orlando International Airport.

1.2.115 **OMP.** Operations and Maintenance Provisions which are all of the documents provided in Volume II comprising the complete contractual agreement between the Authority and the Contractor for the Phase 2 Operations and Maintenance of the System.

1.2.116 **Operating Hours**. The scheduled and actual number of hours during which the System provides service in an operating period.

1.2.117 **Operating Modes**. The normal, failure management, and other operations of the System.

1.2.118 **Operating Schedule**. The specific scheme of vehicle/train operations scheduled on **an** hourly, daily, and weekly basis.

1.2.119 **Operating System**. The vehicles, running surfaces or track, switches, other guideway equipment, active graphics, any platform barrier doors, power distribution, central control and ATC, communications, maintenance equipment, and all other equipment associated with operating the trains.

1.2.120 **Operating System Service Availability**. See System Service Availability.

1.2.121 **Operating System Supplier**. See Contractor.

1.2.122 **Operational Headway**. Operational headway is the time between successive train departures from the same station. During all normal synchronized double shuttle mode operations, both trains shall operate at continuously and nominally equal headway.

1.2.123 **OSHA**. Occupational Safety and Health Administration and the related enabling Act.

1.2.124 **Overtravel Buffer**. A device placed at any guideway terminus to provide a controlled deceleration should a train not stop before reaching the device.

1.2.125 **Owner**. The Owner is the Greater Orlando Aviation Authority. Also referred to as the Authority.

1.2.126 **Owner's (Authority's) Authorized Representative (OAR)**. The OAR is the person or entity that is selected by the Authority and identified at the Pre-Construction Conference to perform the OAR's responsibilities of the Contract Documents.

1.2.127 **Passenger Emergency Duress System (PEDS)**. A system of call boxes located throughout Orlando International Airport facilities that allow the traveling public to contact the Airport Communications Center in the event of an emergency.

1.2.128 **Passengers, Patrons**. All riders on the System.

1.2.129 **Peak Period(s)**. The time interval(s) expected to have the heaviest System passenger demand.

1.2.130 **Performance Bond**. The Performance Bond that is required of the Contractor to guarantee faithful performance of the requirements of the Contract Documents.

1.2.131 **Phase 1**. Phase 1 consists of the Design, Construction, Manufacture, Supply and Installation and Testing/Commissioning phase of the Phase 1 Contractor's Work on the APM Operating Systems for Airside 2 and Airside 4 APM System.

1.2.132 **Phase 2**. Phase 2 consists of the operations and maintenance of the Airside 2 and Airside 4 APM Systems.

1.2.133 **Plans**. The official drawings or exact reproductions that show the location, character, dimensions and details of the Airport and the Work to be done and that are to be considered as a part of the Contract Documents.

1.2.134 **pphpd**. Passengers per hour per direction.

1.2.135 **Power Distribution System (PDS)**. The power distribution system for an APM System.

1.2.136 **Power Schematic Display (PSD)**. The display that provides the CCO(s) with an immediate visual indication of the power distribution system status throughout the System.

1.2.137 **Preliminary Design Review (PDR)**. Preliminary Design Reviews of the Operating System components shall be made at the thirty percent (30%) level of designs.

1.2.138 **Product Data**. Product information and descriptions prepared by the Contractor and submitted to the Authority's Representative pursuant to the Contract.

1.2.139 **Project**. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Authority or by separate contractors.

1.2.140 **Proposal**. The Proposal consists of the Proposal, including, Project Manual, Drawings, Specifications, and the documents, reports and information referenced in the Request for Proposal, Instructions to Proposers, Proposal Content Requirements, DCP and Addenda. The Proposal shall not lessen the minimum quality standards of the Authority's Standards, Guidelines and Specifications by omission, modification or revision. The quantity requirements, unless specifically listed as a minimum, are provided for guidance to the Proposer for development of their own approach, concept and final design.

1.2.141 **Proposal Form**. One of the proposal forms required to be completed by the Contractor at the time of Proposal.

1.2.142 **Proposal Guaranty**. The security furnished with a Proposal per ITP Article 8 to guarantee that the Proposer will enter into a Contract if its Proposal is accepted by the Authority.

1.2.143 **Proposer**. Any individual, partnership, firm, joint venture or corporation **submitting** a proposal in accordance with the Instructions to Proposers.

1.2.144 **Public Information Program**. A program whereby the Authority provides information to the public.

1.2.145 **Record Documents**. The Record Documents consist of those documents assembled by the Designer at the conclusion of the Contractor's performance of construction or service. Record Documents are developed from as-built drawings, as-built specifications and any other documents required to be submitted by the Contractor for closing out the Project. The Record Documents shall accurately document the Work as constructed, including all Contract Modifications and Changes.

1.2.146 **Reference Data**. Data provided by the Authority with the Instructions to Proposers that a proposer shall use as reference data in proposing its System design.

1.2.147 **Reference Drawings**. The drawings provided by the Authority within the Contract Documents that generally describe the location and design of the System, its facilities, and its other elements and ancillary structures.

1.2.148 **Referenced Specification**. Published standard specifications specifically cited. When reference is made to a known standard specification, the most recently adopted and published edition of such specification on the date of the first advertisement shall apply, unless otherwise specified.

1.2.149 **Registered Engineer**. Any reference to a Registered Engineer shall mean a person having professional registration in the named discipline in the State of Florida.

1.2.150 **Related Work**. Work that is not the Contractor's responsibility, but that interfaces with the Contractor's Work.

1.2.151 **Round Trip Time (RTT)**. The round trip time is the time a train takes to complete one round trip between the two end stations. Round trip time consists of the sum of all travel times and station dwells times.

1.2.152 **ROW**. The right-of-way for the System.

1.2.153 **Runway**. The area of the airport prepared for the landing and takeoff of aircraft.

1.2.154 **SAE**. Society of Automotive Engineers.

1.2.155 **Safe State**. System state that is deemed acceptable by the hazard resolution process.

1.2.156 **Safety and Security Committee (SSC)**. The committee consisting of representatives from the Authority, Contractor, and other parties responsible for the safety and security of the System.

1.2.157 **Safety Coordinator**. The Contractor shall designate a single individual as Safety Coordinator. This individual shall be included in the Contractor's list of key management and technical staff and have single point responsibility for all safety issues.

1.2.158 **Safety Critical**. A designation placed on a system, subsystem, element, **component**, device or function denoting that satisfactory operation of such is mandatory to mitigate unacceptable and undesirable hazards, as defined in ASCE 21-05.

1.2.159 **Samples**. Physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship and to establish standards by which the Work will be judged.

1.2.160 **Schedule of Values**. Shall cover all detailed work on each APM System for the period from Notice to Proceed up to and including the completion of all Final Design Reviews and preliminary values for the Work for the remainder of the Phase I for Work on each APM System.

1.2.161 **Scheduled Service**. Periods when the System is functioning in the selected operating mode, resulting in the planned number of trains operating in accordance with the Authority's Representative-accepted *System Operations Plan*.

1.2.162 **SCVM**. Operating System Compliance Verification Matrix. This table is a list of the requirements that must be verified by the Contractor as being compliant with the *Technical Provisions* of the Contract.

1.2.163 **Security Coordinator**. This individual shall be included in the Contractor's list of key management and technical staff and have single point responsibility for all coordinating security issues with the Authority.

1.2.164 **Selected Proposer**. The responsive and responsible Proposer who receives the highest score under the RFP evaluation criteria and scoring method who is recommended to City Council by the Selection Committee for approval to execute the Agreements.

1.2.165 **Selection Committee**. The committee responsible for evaluating the Proposals and determining the Selected Proposer, as established by the Authority.

1.2.166 **Service Mode Downtime Limits**. The allowable downtime limits. See OMS Section 3.16.5.1.

1.2.167 **Service Proven Design**. The design of a subsystem or component, and not the entire System technology, may be said to be a service proven design if it has been qualified by successful operating service or an equivalent test/demonstration operation.

1.2.168 **Site, Project Site, Work Site, Construction Site, Job Site**. The location(s) at which the work under this Contract is to be accomplished, as shown on the Plans.

1.2.169 **Special Provisions (SP)**. Special Provisions of this Contract.

1.2.170 **State**. The State of Florida.

1.2.171 **Station**. A facility where passengers normally enter and leave the System, board and exit the trains.

1.2.172 **Storage Lane**. A section of guideway used to store service-ready vehicles/trains prior to their dispatch into passenger-carrying service, and any failed vehicles/trains removed from service.

1.2.173 **Subcontractor**. A Subcontractor is a person or entity who has a direct contract with the Contractor to furnish labor, material, or services for the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

1.2.174 **Submittal Schedule**. For Phase 1, in accordance with the CDRL, the Contractor shall submit to the OAR a preliminary *Submittal Schedule* showing dates when all submittals (documents, data, samples, etc.) required by the Contract will be submitted.

1.2.175 **Sub-subcontractor**. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to furnish labor, material, or services for the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

1.2.176 **Subsystem**. A lower level part of the System, the equipment of which has the same function. Major subsystems are also called systems, such as the "ATC system".

1.2.177 **Supplier**. An entity from whom the Contractor purchases or obtains component subsystems, equipment or parts.

1.2.178 **Surety**. The corporation, partnership, or individual, other than the Contractor, executing bonds that are furnished to the Authority by the Contractor.

1.2.179 **System**. The Operating System, Fixed Facilities, and all ancillary equipment and spare parts that together comprise the completed Project.

1.2.180 **System Demonstration (SD)**. The culmination of the Operating System verification activities will be the System Demonstration (SD).

1.2.181 **System Operations Plan**. The Contractor's plan used to maximize System availability and safety and to minimize operating costs. The plan that reflects the Contractor's specific equipment requirements and comprehensive descriptions of operating strategies and general procedures.

1.2.182 **System Performance and Failure Management Analysis**. To Contractor's analysis used to predict the performance of the System and to demonstrate analytical conformance with the requirements of the Contract.

1.2.183 **System Safety**. The application of engineering and management principles, criteria, and techniques to optimize all aspects of safety within the constraints of operational effectiveness, time and cost throughout all phases of the System life cycle.

1.2.184 **System Schematic Display (SSD)**. The System Schematic Display (SSD) shall provide a visual representation of real-time operating conditions throughout the System, and within the M&SF.

1.2.185 **System Service Availability (A)**. A measure of the total quantity and quality of transportation service actually provided compared with that scheduled to be provided over a given time period. See OMS Section 3.16.

1.2.186 **Taxiway**. For the purposes of this document, the term taxiway means the portion of the air operations areas of an airport that has been designated by the Authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

1.2.187 **Technical Provisions (TP)**. Technical Provisions of this Contract.

1.2.188 **Test Track**. A section of track near or in the M&SF designed and equipped for the departure testing of vehicles.

1.2.189 **Train**. A set of one or more System vehicles coupled together and operated as a single unit. For this Project, all trains shall be configured with the same type of vehicle and be of equal length.

1.2.190 **Travel Time**. The travel time between sequential stations on a route is the time a train takes to travel from one station to the next, beginning at the time the doors are closed and locked at the originating station and ending at the time the train is stopped and the doors are commanded open at the destination station.

1.2.191 **UFAS**. Uniform Federal Accessibility Standards for the design, construction and alteration of buildings so that physically disabled persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157.

1.2.192 **UL**. Underwriters Laboratories, Inc.

1.2.193 **UMTA**. See FTA.

1.2.194 **Uninterruptible Power Supply (UPS)**. Equipment used in the event that primary power is unavailable.

1.2.195 **Unit Price**. Cost per unit of work.

1.2.196 **Vehicle**. The smallest passenger-carrying unit that can operate individually. A vehicle can also be coupled with one or more vehicles to form a train.

1.2.197 **Video Surveillance Subsystem (VSS)**. The Video Surveillance Subsystem.

1.2.198 **Work**. The "Work" means the services required by the OMGCs, OMS and Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.2.199 **Wind, sustained and gusts**. Sustained wind is the two (2) minute average where measurements are made every second. Gusts are rapid fluctuations in wind speed with a variation of 10 knots or more between the peak and low values measured within a five (5) second period. The peak value of such a measured gust is the gust speed.

1.2.200 **Work Breakdown Structure (WBS)**. The Work Breakdown Structure established for the Project.

1.2.201 **Work Schedule**. The Final Work Schedule which is derived from the Network Analysis that provides a time-scaled, bar chart showing the order in which the Contractor proposes to carry out all Work covered under this Contract.

1.2.202 **Work Milestone Dates**. Any intermediate or final work completion date(s) imposed by the Authority in the Contract.

1.3 REGULATIONS:

1.3.1 The Contractor shall comply with all applicable Federal, State, local laws, ordinances, rules and regulations, and the Greater Orlando Aviation Authority's Policy and Procedures, pertaining to the performance of the Work specified herein.

1.3.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the Work specified herein.

1.3.3 During the performance of this Contract, Contractor shall keep current and, if requested by the Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

1.3.4 This Contract shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal, State and local laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the Authority and the United State of America or the State of Florida, their boards, members, agencies or commissions and to future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the Contractor, the Authority or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Contractor the Authority, or others, to occupy or to use the Airport, or any part thereof during the time of war or national emergency.

1.3.5 Authority may from time to time be required by the United States Government, its agencies, or the State of Florida to adopt additional or amended provisions including nondiscrimination provisions, concerning the use and operation of the Airport, and Contractor agrees that it will adopt any such requirement as a part of this agreement. If such adoption creates additional costs to the Contractor, the Authority shall reimburse the Contractor for all reasonable costs for compliance. No action shall be taken by the Contractor that may result in an additional cost to the Authority without first obtaining written permission from the Authority.

1.3.6 If the FAA determines that any right or claim of right in or to the property herein creates an undue risk or interference with the operation of the OIA or the performance of or

compliance with any covenants and conditions to which the use of the OIA is subject, said right or claim shall be extinguished or modified in a manner acceptable to the FAA.

1.4 WORK HOURS:

The Authority shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access.

1.4.1 Hours for Performing Maintenance:

1.4.1.1 These Contract services shall be provided twenty-four (24) hours per day, seven (7) days per week, including holidays, throughout the term of this Contract in accordance with the requirements provided for in these Specifications.

1.4.1.2 The maintenance (including cleaning and housekeeping) shall be scheduled and performed so as to minimize any disruption of airport operations. To accomplish this, all preventative and planned corrective maintenance activities shall be performed during the scheduled maintenance time defined in Section 3.15.

1.4.1.3 Any Maintenance and repair activities, that can be scheduled (i.e. not related to the correction of service disruption failures) which are expected to take longer to complete than the time allotted in the "scheduled maintenance time" as defined in Section 3.15, must be approved by the Authority in advance, either on an individual basis or as part of an approved schedule.

1.4.2 Emergency Conditions/Work:

1.4.2.1 In the event that the Authority declares an emergency condition exists, the Contractor may be asked to perform additional functions or duties beyond the normal equipment and repair functions described herein. These additional Contractor functions and duties shall be performed by the Contractor. If the Contractor's employees are required by the Authority to work beyond their scheduled shift (i.e. 8 hours/day), the Authority will reimburse Contractor for any overtime expenses. The Authority will not reimburse the Contractor for expenses related to food or lodging.

1.4.2.2 In the event of a stalled or stopped train, Contractor shall immediately respond to recover the vehicle(s) and restore automated train operation. Contractor shall have personnel and/or equipment positioned/staged as necessary to expedite vehicle recoveries and minimize downtime. Contractor shall recover vehicles and restore services without assistance from the Authority except for in those situations described in Section 1.4.2.3.

1.4.2.3 Under emergency conditions involving: injury, rowdiness, vandalism, sickness, the threat or reasonable possibility of violence, intoxication among the public passengers; smoke, fire, security breaches, and/or passenger evacuation onto the guideway, the Contractor shall notify the Authority, and if need be, request assistance to remedy the emergency or recover the vehicle. Contractor personnel shall assist the Authority (Operations Dept., Police, and/or Rescue personnel) during any vehicle emergency passenger egress.

1.5 CONTRACTOR'S PERSONNEL:

1.5.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

1.5.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits, and that they are legal aliens eligible to be employed in the United States.

1.5.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract.

1.5.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use.

1.5.5 While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

1.5.6 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

1.5.7 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority, or the Authority's designated agent in charge of such articles.

1.5.8 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport.

1.5.9 Manager Requirements: The Contractor shall employ at the OIA site an experienced Operations and Maintenance (O&M) Manager with a minimum of five (5) years' management experience in the maintenance and repair of Automated People Movers or Fixed Guideway Transit Systems, who is authorized to represent and act for the Contractor in matters pertaining to its operations and activities at the OIA and shall keep the Authority informed in writing of the identity of such Manager. The O&M Manager shall be located at OIA, be in charge of, and have overall responsibility for the work to be performed by the Contractor under this Contract and such Manager shall devote his time exclusively to his responsibilities in connection with this work. The Authority shall have the right to approve or reject any O&M Manager selected by the Contractor, and the Authority's approval shall be required prior to employment of any O&M Manager for this Contract. The Contractor's O&M Manager shall make him/herself available for periodic tours or inspections of the premises to be made with the Authority or at the request of the Authority. The Authority may rely on all statements, documents, and actions of the O&M Manager as coming from, and authorized by, the Contractor.

1.5.10 Pursuant to the requirements imposed by Authority and/or the TSA, the Contractor hereby consents to reasonable searches and/or inspections of its employees, its employees' handbags, and its employees' lockers. The Contractor hereby warrants to Authority that it will require its employees' consent to the above searches and to drug testing based upon reasonable suspicion as part of the employment contract. Authority will make reasonable attempts to notify Contractor's Site Manager whenever it or the appropriate authorities intend to conduct searches and/or inspections.

1.6 IDENTIFICATION AND ACCESS REQUIREMENT:

1.6.1 The Authority will issue for a fee, as stated below in Paragraph 1.6.2, to the Contractor's employees an identification badge that will display their picture, name, and other applicable information. This current fee schedule is provided below for information only and is subject to change during the course of the project. All costs associated with such badges shall be the responsibility of the Contractor. At all times while on airport property, the Contractor's employees are required to display such badges prominently on their uniforms in accordance with Authority's guidelines. Every new employee

requiring unescorted access to a secure area of the airport must be electronically processed by the Authority's Access Control Office for a Criminal History Records Check before an identification badge is issued. In addition to this records check, the employee will be required to attend a one hour security class, and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a one hour driving safety class; both classes presented by the Authority. The Contractor shall maintain a permanent record in its files of the background information, including drug screening tests, on all of its current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Authority, TSA, or such other entity as deemed appropriate by the Authority. The Contractor further agrees to perform such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

1.6.2 Current Fees Associated with Identification Badges:

Security Background check	$11.00
New Issue	$25.00
Renewal/Defaced	$ 25.00
Name Change	$ 25.00 (paid at time of issuance)
Addition	$ 25.00 (i.e., adding company name, driver, etc.)
Deletion	$25.00
Lost	$50.00
Stolen	No Charge with letter of explanation of the circumstances and the police report number from the employer.
Fingerprinting	$27.00
AOA Vehicle Decal	$25.00 per Vehicle

1.6.3 Current Fees Associated with Keys:

New Hard key	$10.00
Lost Hard Key	$50.00

Note: No personal checks or credit card payments are accepted. Companies will be assessed a $50.00 fee for all non-returned expired badges.

1.7 ITEMS PROVIDED BY THE AUTHORITY:

1.7.1 The Authority shall provide to Contractor reasonable job related office space, workshop space, and storage space for parts, supplies, tools, and equipment at no cost to the Contractor.

1.7.2 The Authority shall provide the Contractor with one "Management parking permit" to allow Contractor's Manager to park his/her personal vehicle in the Terminal Parking Garage at no cost to the Contractor. All other Contractor personnel shall park in the "Employee Parking" Lot on Casa Verde Road. Contractor is responsible for all costs associated with using the Employee Parking Lot. The Authority shall permit Contractor to park one company vehicle adjacent to the Contractor's work space (at each of the Main Terminal APM Shops). These vehicles shall meet all requirements specified herein for a company vehicle operating on Airport property, including but not limited to, ensuring that all Contractor's motor vehicles have the Contractor's business name and/or logo prominently displayed on both front doors of the vehicle and that sufficient insurance coverage is provided as described elsewhere in this specification.

1.7.3 The Authority shall provide telephone service (including all telephone hardware) for a fee, at the Airside 2 and 4 M&SF (also referred to as the east side APM Shop) located on the east side of the Main Terminal. The Contractor shall specify how many phones to provide and what features to be provided with the phones (such as multi-line and voice mail). The Contractor will be billed directly for the cost of the telephone service and hardware.

1.7.4 The Authority shall pay the costs of utilities (electric, water and sewage) used in the operations and maintenance of the APM Systems.

1.7.5 The Authority shall provide for pick-up of non-hazardous solid waste, generated in the operation and maintenance of the APM System, from a common pick-up point.

1.8 QUALITY ASSURANCE:

1.8.1 The Contractor shall maintain a staff of skilled maintenance and repair personnel on the OIA site sufficient enough to operate and maintain the APM System twenty-four (24) hours per day each day of the year, including holidays. The staff shall include an O&M Manager, administrative personnel, and engineers and/or technicians with skills training and/or experience as required (electrical, electronic and/or mechanical) to accomplish the Contract requirements.

1.8.2 At Contract commencement, the Contractor shall provide the Authority, a Staffing Plan which identifies each staff position by job classification and employee name (if the position is currently filled). Job descriptions shall be provided for each job classification.

1.8.3 Contractor's Manager shall not be removed or reassigned from the Airport site without prior consultation with the Authority. In the event of the removal or replacement of the Manager, the Contractor shall provide written documentation of such removal or replacement and shall also provide the qualifications of the replacement Manager to the Authority. The Authority shall determine in its reasonable discretion whether or not the replacement Manager is of equal or greater ability (knowledge, experience, etc.) and if not, a deduction in Contract price may be warranted. The Authority shall consider communication regarding any reassignment or removal of Contractor personnel to be confidential and the information shall not be disclosed to any third parties unless such disclosure is required by court order or pursuant to Chapter 119 (Public Records) of the Florida Statutes.

1.9 SYSTEM SAFETY PROGRAM PLAN (SSPP) PARTICIPATION:

1.9.1 The Contractor shall assist the Authority in the development, implementation, and maintenance of a System Safety Program Plan (SSPP) in accordance with the Florida Administrative Code, Chapter 14-15, Rapid Rail System Safety Criteria, at no additional cost to the Authority. Contractor shall participate in the SSPP including attending and contributing (providing suggestions, reviewing procedures, etc.) at the regularly held safety meetings, providing safety training of Authority personnel and the Authority's contractors in the operational characteristics of the system and regarding safe work practices when working near the APM system/equipment, maintaining complete and accurate records on all maintenance and safety related activities, and all/any other duties or responsibilities assigned to the Contractor per the Authority's current SSPP document.

2 PART TWO - PRODUCTS

2.1 SPARE PARTS:

2.1.1 The Contractor shall furnish all Parts and Materials required for the maintenance and repair of the APM system at no additional cost to the Authority.

2.1.2 The Contractor shall provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies, and equipment to operate and maintain each APM System, including such functions as purchasing and disbursement, expediting, receiving, cataloging, storage, and requisition control. The Contractor shall maintain computerized inventory records which include equipment, parts, and consumables listings, sources, prices, required quantities, and reorder points. The system shall also provide a means to track orders and shipments prior to receipt. Contractor shall stock a sufficient quantity of spare parts on-site to ensure that unscheduled repairs and restoration of services can be completed in a timely manner.

2.1.3 The Contractor shall perform a certified annual review of the spare parts inventory comparing the actual inventory to the records within the MMIS and provide the results for Authority review and/or audit in a form acceptable to the Authority with a notarized signature by an authorized representative of the Contractor attesting to the accuracy of the audit. In addition, on a quarterly basis the Contractor shall include a complete list of current inventory from MMIS in the Contractor's Monthly Report required by OMS Section 3.17.3. This report shall highlight any changes in stocking levels from the certified annual review.

2.1.4 If the Performance Measurements for downtime as described in OMS Section 3.16 show that excessive downtime is occurring because Contractor does not stock a sufficient quantity of spare parts on-site, the Authority has the right to require Contractor to stock additional parts on-site. The Authority shall make the determination whether downtime is excessive due to Contractor not stocking a sufficient quantity of parts, and if the determination is made that additional parts should be stocked, Contractor and Authority shall then determine what additional parts to be stocked. The cost of stocking additional parts shall be borne solely by the Contractor.

2.1.5 Economic Choice: The Contractor shall make a determination of the economic choice of maintaining the spare parts inventory with the alternative being on-site versus off-site repair, repair versus replacement, and purchase versus service contract. The frequency of these determinations shall be a function of the conditions in terms of accumulated experience, complexity and volume, on-site capability and capacity, end of service contracts, etc.

2.1.6 Expendable Supplies, Consumables, and Outside Services:

2.1.6.1 The Expendable and Consumable supplies category covers typical office supplies, shop and cleaning supplies, those materials not categorized as spare parts but required in the operations/maintenance of the APM System, and other expendable/consumable items and materials, as required in the execution of the Work.

2.1.6.2 "Outside Services" shall refer to those activities that are required by this Contract to be performed by the Contractor but are subcontracted by the Contractor to a third party (e.g., janitorial services, vehicle washing, disposal of hazardous waste, etc.) at the Contractors discretion.

2.1.6.3 Expendable supplies, Consumables, Outside Services and any other items, supplies, and materials as required in the execution of the Work shall be purchased and replaced at the sole cost of the Contractor without additional reimbursement from the Authority.

2.2 EQUIPMENT, TOOLS, AND RADIOS:

2.2.1 The Contractor shall be solely responsible for furnishing all tools and equipment to perform the work under this Specification.

2.2.2 The Contractor shall utilize the portable (handheld) radios with battery chargers, and base station(s) provided during Phase 1, to provide Contractor with direct communication with the Authority's representatives and/or to dispatch Contractor's personnel. Contractor shall be responsible for the maintenance of this equipment at Contractor's sole expense. The Authority will provide the programming of the radios to the Authority's frequency and assign Radio IDs to each of Contractor's radios.

2.2.3 Contractor shall maintain and pay all costs for sufficient amounts of insurance to protect against Contractor's loss or damage to its tools and equipment by theft, vandalism or natural causes arising due to Contractor negligence.

2.2.4 The Contractor shall provide all tools and equipment required to perform the work specified in this Contract at Contractors sole expense.

2.2.5 Contractor shall be responsible to maintain all tools and equipment in a good state of repair, be safe to use and be used in the manner in which they were intended to be used. The Authority shall have the right, but not the obligation, to examine all equipment, tools, materials, and supplies used by the Contractor, or its subcontractors in the performance of this Contract. If any of items are found to be unsafe, or not in good working condition, the Authority has the right to direct the Contractor to remove the item from service, and to repair or replace it promptly.

2.2.6 The Contractor shall perform a certified annual review of the tools and equipment inventory comparing the actual inventory to the records within the MMIS and provide the results for Authority review and/or audit. In addition, on a quarterly basis the Contractor shall include a complete list of current inventory from MMIS in the Contractor's Monthly Report required by OMS Section 3.17.3. This report shall highlight any changes in stocking levels from the certified annual review.

2.2.7 MRV (or MV) - Maintenance and Recovery Vehicle (or MV - Maintenance Vehicle) if supplied by the Contractor in Phase 1. Contractor shall maintain the MRV (or MV) in accordance with the manufacture's service requirements and recommendations. Only OEM parts shall be used in the maintenance and repair of the MRV (or MV) unless prior approval is obtained from the Authority. Contactor shall routinely run/operate the MRV (or MV) and ensure it is continuously available and fit for use. Contractor shall be responsible for protecting the MRV (or MV) from weather deterioration (such as storing under cover, washing/waxing, paint touchup, etc.) and shall provide fuel and/or power source for the MRV (or MV) without reimbursement from Authority.

3 PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

3.1.1 The Contractor shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained in this contract in a professional manner while utilizing (APM) industry best practices and maintaining full compliance with the Automated People Mover Standards ASCE 21-21. The Contractor shall use its best efforts to coordinate its activities with, and adjust its activities to, the needs and requirements of the various users of the Airport and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at the Airport.

3.1.2 Any work required beyond that which is specified herein shall be reported in advance to the Authority. At no time shall work beyond the scope be performed without prior written authorization from the Authority.

3.1.3 No materials or equipment will be left unattended or stored in public space or area at any time without prior approval from the Authority.

3.1.4 The Contractor shall conduct security audits a minimum of once per year to verify the effectiveness of the cybersecurity procedures and software. The Contractor shall provide the necessary personnel and means to conduct such security audits. The Contractor shall notify the Authority a minimum of 30 days in advance of the audits and submit the results to the Authority within 30 days after completion of the audit. The audit shall provide recommendations as necessary to maintain adequate cybersecurity measures. These security audits shall be conducted regularly during Phase 2 until the system warranty expires and cybersecurity activities are handed over to the Authority.

3.2 SYSTEM OPERATION REQUIREMENTS:

The Contractor shall provide or make provision for any and all labor, parts, and services necessary to operate the APM system, including but not limited to the following:

3.2.1 Normal APM System operations and for remedies of malfunctions.

3.2.2 Preparation and dispatching of trains for service, and the removal of trains or vehicles from service for maintenance.

3.2.3 Training of the Contractor's operations personnel and the Operations Department personnel regarding the monitoring of APM operations on using the APM Monitoring

and Control equipment/panels. The Contractor's operations personnel shall also be trained to configure, update, and modify the VMS dynamic signs on-site, including loading of audio/video from the Authority for display on all dynamic signs.

3.2.4 Coordinating, monitoring and switching of APM service modes, failure management (responding to train alarms, recycling vehicle doors, etc.), temporary suspension of services (such as holding a train in the Station or shutting off guideway power), responding to security breaches, and with the routine testing of PDS and backup generators.

3.2.5 Providing all necessary services and responses to remedy all failures affecting scheduled operations, regardless of time of day and with all diligence reasonably possible.

3.2.6 Inspection of all safety and operating equipment and guideways on a regular systematic basis according to the schedule and procedures established by the system/equipment manufacturer for that purpose.

3.2.7 Coordination of all emergency and remedial procedures involving the APM System and passengers, with airport operations.

3.2.8 Coordination of security and safety aspects of the APM System and facilities, with airport operations.

3.2.9 Operational record-keeping.

3.2.10 Routine communications with the Authority's Communication Control Center (Comm Center).

3.2.11 Providing all necessary pest control services necessary to prevent failures or damage to APM System equipment.

3.3 SYSTEMS MAINTENANCE REQUIREMENTS:

3.3.1 The Contractor shall maintain the APM System in first class operating condition, as determined in the reasonable discretion of the Authority, on a continuous basis throughout the term of the Contract, including any extended term.

3.3.2 The Contractor shall provide all labor, supervision, maintenance services, repair materials, supplies, tools, instruments, equipment, vehicles, and all other items and services, whether or not mentioned in these Contract Documents for the maintenance of the APM System and associated facility including the replacement of any Authority provided spare parts, tools or equipment when such parts, tools or equipment are provided.

3.3.3 Operations and maintenance management comprises all of the functions required to manage the operations and maintenance activities efficiently, including, but not limited to, Supervision and clerical support, Preparing and updating records, Operations and Maintenance scheduling, Operational readiness testing, Training, Inventory control and purchasing, and Safety. The following services/tasks are considered part of the normal contracted activities and are not subject to additional compensation. These activities include, but are not limited to:

3.3.3.1 Scheduled, normal, and preventive maintenance including inspecting, testing, adjusting, lubricating, repairing, cleaning, interior and exterior touch-up painting (for minor scratches and abrasions), and replacing expendable/consumable parts in accordance with the system/equipment manufacturer's schedule for this work. The Contractor shall inspect vehicle wrap and if found to be damaged or worn, shall provide the Authority with a written plan to address the damaged or worn wrap. No additional compensation shall be due the Contractor for addressing damaged or worn wrap during the service life of the wrap.

3.3.3.2 Unscheduled maintenance as required to identify and remedy failures/ malfunctions.

3.3.3.3 Scheduled repair/overhaul of equipment.

3.3.3.4 Maintenance testing, as required.

3.3.3.5 The Contractor shall utilize and maintain the Integrated Management System (IMS) and the Maintenance Management Information System (MMIS), both hardware and software, provided by the Contractor under Phase 1 for the tracking and reporting of APM system activities and performance, inventory management, and reporting of relevant events. The Contractor shall provide inventory control, including all activities required to maintain an adequate supply of materials, supplies, parts and equipment required to operate and maintain each APM System. Included are such functions as purchasing and disbursement, receiving, cataloging, storage and requisition control. The Contractor shall maintain up-to-date inventory records which include material, supply, part and equipment listings, required quantities and reorder points. The Contractor shall also utilize the Maintenance Management Information System (MMIS) to maintain up-to-date records of all maintenance and to manage the maintenance of each APM System as further described by OMS Section 3.17. The Authority shall be provided read-only access to the MMIS and training of Authority personnel on the MMIS.

3.3.3.6 Replenish/maintain spare parts, materials, and supplies inventories.

3.3.3.7 Maintenance reports, daily logs, and record keeping.

3.3.3.8 Maintenance of the APM Passenger Station doors (both the APM Station automatic doors, APM Station manual-emergency evacuation doors, and APM related equipment compartment doors).

3.3.3.9 Housekeeping in work, storage, and office areas.

3.3.3.10 Maintenance of tools, equipment, and furniture.

3.3.3.11 Performing OEM (Original Equipment Manufacturer) upgrades or modifications to vehicles or wayside software or equipment when required or recommended by the manufacturer or for safety or security reasons shall be performed at no additional cost. The Contractor shall implement the software patch management system developed during Phase 1.

3.3.3.12 Ensuring continuous weather protection and maintaining structural integrity of the APM vehicles with regards to the sealing/attachment of glass, doors, and body parts/panels and/or their replacement due to deterioration or fatigue.

3.3.3.13 Cleaning and adjustment of vehicle on-board air-conditioning equipment to insure that vehicle interior temperatures are maintained at or below seventy-five degrees (75°F) Fahrenheit temperature, regardless of outside ambient air temperatures.

3.3.3.14 Replacement of interior signage/graphics/decals in the vehicles due to normal wear, fading, or abrasion at no additional cost to the Authority (excluding vandalism).

3.3.3.15 Any and all other repairs or maintenance required to maintain the integrity and safety of the system and to keep the APM System operating on a continual basis.

3.3.3.16 Providing all necessary pest control services necessary to prevent failures or damage to APM System equipment.

3.3.3.17 The Contractor shall incorporate into their cost and effort to upgrade the video surveillance system (VSS) aligning with the Authority's NiceVision Qognify VSS 5 to 7 year upgrade path. The Contractor shall implement the VSS upgrades without substantial impact to other subsystems which interface with the Contractor's VSS.

3.3.3.18 The Contractor shall, at an Authority accepted preventive maintenance schedule, test the Authority provided emergency walkway door intrusion alarm notification to Central Control. The Contractor shall notify the Authority of any faults.

3.3.3.19 The Contractor shall, at an Authority accepted frequency, test all vehicle and station door closing forces. Acceptable door closing forces shall be adjusted as required in the approved maintenance manual.

3.4 CLEANING OF VEHICLES:

3.4.1 The Contractor shall provide all labor, supervision, materials, supplies, and tools as required for interior and exterior cleaning of the vehicles. The interior and exterior areas of the vehicles shall be maintained in a neat and clean condition, as determined in the reasonable discretion of the Authority, at all times.

3.4.1.1 Interior vehicle cleaning shall be comprised of routine Policing, Cycle Cleaning, and floor Cleaning. Interior cleaning services shall be provided 24-hours per day, seven days a week, including holidays.

3.4.1.2 Policing of the vehicles shall be performed hourly during the hours of 7 AM to 10 PM while the vehicles are in operation (carrying passengers) and includes, but is not limited to, trash pick-up, cleaning and wiping up spills and foreign substances (including biomaterials or biohazards) inside the vehicle(s) and deodorizing (i.e. removing/masking airborne odors). Each vehicle shall be policed and inspected no less than once per hour.

3.4.1.3 If there is an event (spill, etc.) in a vehicle and it is not possible to clean, remove stains, eliminate odors, prevent additional damage to the surfaces, maintain acceptable aesthetics, or to rectify a safety hazard, while the vehicle(s) is in operation (carrying passengers), the Contractor shall notify the Authority and request permission to remove the vehicle/car from service and provide full cleaning services (such as carpet extraction). No vehicle/car shall be removed from service without prior approval from the Authority. Contractor will be absolved of any downtime or failure incidents associated with the Authority's directive to remove a vehicle from service and will not be subject to performance penalties associated with availability calculations. No additional compensation shall be due the Contractor for providing unscheduled cleaning services.

3.4.1.4 Cycle Cleaning shall be performed one time per day during the hours that the APM vehicle(s) are out of service for maintenance and includes, but is not limited to, vacuuming, dusting, stain and mark removal, cleaning of interior

window glass, display/sign panels, wall surfaces/materials, air-conditioning grills/ducts, flooring/carpet scrubbing and lighting fixtures.

3.4.1.5 Exterior vehicle cleaning will include cleaning of windows and washing of vehicle exterior surfaces no less than twice per month (every two weeks) or more often if necessary in the reasonable discretion of the Authority. Exterior waxing and detailing/buffing of the vehicles shall occur no less than once per year. Exterior cleaning shall be performed during the hours that the vehicle is schedule to be out of service for maintenance. A preliminary schedule of exterior cleaning and waxing shall be provided to the Authority at the beginning of each month for which said service is scheduled.

3.4.1.6 Contractor shall make spot repairs, including touch-up/painting of all interior panels and surfaces that are damaged or worn, without additional compensation. Touch up painting of damaged seating areas/ equipment covers, window frames, and/or wall finishes shall be done as required to maintain the vehicles in a clean, first class condition, as determined in the reasonable discretion of the Authority, without additional compensation to the Contractor unless the damage can be attributed to vandalism. Interior spot repairs and touch-up painting shall consist of the application of a filler material (i.e., Auto body filler) when needed followed by touch-up painting with an aerosol spray paint. If this repair method is not satisfactory to the Authority, repairs shall be subcontracted to a firm specializing in this type of repair and all related costs shall be reimbursable to Contractor per the Additional Work terms of this contract.

3.4.2 The Contractor shall be responsible to coordinate with the Authority these regularly scheduled cleaning activities. In the event that a vehicle or area scheduled for cleaning is unavailable as a result of an action or request by the Authority, the Contractor shall reschedule cleaning services but shall not be entitled to any reimbursement or additional compensation.

3.5 CENTRAL CONTROL MONITORING/CONTROL EQUIPMENT:

3.5.1 The Contractor shall assume responsibilities for maintenance and repair of all APM related monitoring equipment, including APM Emergency Power Generators and PDS monitoring/control panels, located in the Central Control Facilities and the Authority's Communication Center at no additional cost. The Contractor shall be responsible for the reporting of failures and/or abnormal performance to the Authority. The Contractor shall clean, inspect, test, service and maintain the Central Control equipment and associated systems. This shall include, but is not limited to, all Automatic Train Control (ATC) equipment, APM related communications equipment, displays, data processing

equipment, fire detection and suspension systems, vehicle alarm detection and reporting.

3.6 GUIDEWAY EQUIPMENT AND INSPECTIONS:

3.6.1 The Contractor shall perform a visual inspection of the guideway running surfaces, guide-beams/guide rails, power rails, switches, and any and all other guidance, positioning, locating, safe-stopping equipment, wayside antenna/transmitters/ receivers/transponders and other guideway equipment as part of the routine preventative maintenance checks of the systems, no less than once a week. Additionally, Contractor shall routinely test, maintain, and repair the guideway blue-light stations, guideway located emergency communication equipment/phones, emergency walkway lighting, emergency walkway edge visual and tactile indications, and all emergency walkway safety barriers/gates. Any faults, failures, worn out parts/equipment, or defects (including running surface repairs) shall be corrected/replaced immediately by the Contractor at no additional compensation. Inspections shall be performed during the off-peak or on-demand hours when the train is scheduled to be out of service for routine maintenance, unless another inspection time is approved in advance by the Authority.

3.6.2 Any safety related defect noted during any of the above daily inspections shall be promptly brought to the attention of the Authority.

3.6.3 In the event of a guideway failure (i.e., concrete/running-surface), or the concern of a potential failure, the Contractor shall immediately inform the Authority then provide, to the Authority a detailed repair plan and schedule for the repair. Contractor shall strive to expedite all repairs and shall have repairs made no later than four (4) hours after discovery when such failure impacts APM operations. When it is possible to safely continue to operate the APM on the guideway with the failure, Contractor shall keep the train in service and shall schedule the repair for the time that APM is normally scheduled to be out of service for maintenance, however, even when the APM remains in operation, the repair be completed within 48 hours of discovery, unless an alternative repair schedule is approved by the Authority.

3.7 APM MAINTENANCE & STORAGE FACILITY (SHOP):

3.7.1 The Contractor shall provide scheduled housekeeping/cleaning of the APM Maintenance and Storage Facility including the maintenance shop, office, storage rooms, equipment rooms, restrooms, and all other space occupied by the Contractor. The Contractor shall be responsible for spot touch-up painting of walls and doors caused by Contractor's personnel and shall routinely clean and maintain those surfaces in a safe and aesthetically acceptable condition, as determined in the reasonable discretion of the Authority. All labor and materials required for such cleaning and maintenance activities shall be provided at the sole expense of the Contractor.

3.7.2 Contractor shall be responsible for the maintenance of the Oil/Water Separator(s) located at the APM Maintenance Shop(s), and/or otherwise provided for Contractor's use, and shall comply with all Florida Statutes, City of Orlando Codes, and Authority Policy with respect to such maintenance and services. The Oil-Water Separators shall be inspected monthly and pumped out every 90 days regardless of capacity. Each Oil-Water Separator shall have an annual inspection-certification performed. The results of such inspection-certification shall be provided to the Authority. Any repairs or adjustments to the Oil-Water Separators (except for plumbing/drainage related issues), if required, shall be at the expense of Contractor.

3.7.3 The Contractor shall be responsible for the proper disposal of all hazardous waste (including, but not limited to; tires, batteries, waste oil, oil absorbent, cleaners/chemicals) generated from the operation and maintenance of the APM system, including any and all costs incurred from this requirement.

3.8 BACKUP GENERATORS, PDS, AND UPS EQUIPMENT:

3.8.1 The Contractor shall maintain, test, and repair the APM Emergency Power Generators (including conductors and related switches/circuit breakers and monitoring devices) up to the termination point at the Power Distribution Switch (PDS) Gear; Contractor shall perform a monthly startup and one-hour operational tests of the generator(s) and report failures or abnormal performance to the Authority.

3.8.2 The Contractor shall maintain, test, and repair the primary and secondary Power Distribution Switch (PDS) equipment including all related metering equipment, power circuit breakers, power transformers, power rails, grounding, switches, lightning and surge protection equipment, conductors, and associated monitoring and control equipment), that supplies power to the rails and vehicles of the APM system. The Contractor shall report any failures or abnormal performance to the Authority. Contractor shall be required to manually open and/or close PDS breakers/switches in the event the remote operation of PDS malfunctions.

3.8.3 Contractor shall maintain the Emergency Power Generator and PDS remote controls, monitoring devices and displays, including all associated wiring.

3.8.4 The Contractor shall maintain and repair the Uninterruptible Power Supply (UPS) equipment, including the testing and replacement of UPS batteries. Periodic testing and cycling of the batteries are to be performed in accordance with the equipment (UPS) manufacturer's recommendations. Replacement and disposal of batteries and/or related equipment, when necessary, shall be the sole responsibility and cost of the Contractor. UPS batteries shall be replaced in accordance with the UPS manufacturer's requirements or recommendations, or every two (2) years if the UPS manufacturer has no replacement requirements or recommendation.

3.8.5 The Contractor shall utilize a qualified technician(s) trained and certified by the PDS equipment manufacturer for all PDS maintenance activities (i.e., switchgear, transformers, HVAC, etc.). The technician(s) shall have extensive knowledge and a minimum of three (3) years of verifiable experience pertaining to the PDS equipment.

3.9 STATION ENCLOSURE:

3.9.1 Contractor shall maintain and repair all power operated automatic, non-powered emergency passenger egress doors located on/in the APM Station Enclosure(s), and APM related equipment compartment/access doors in the Station shell, including but not limited to, emergency egress static signage, door locks and hardware, safety/limit switches/beams/sensors, gear boxes, motors, controllers, door guides, rollers, belts, door controller/electronics UPS equipment, and all other components of the automatic doors and emergency doors, including equipment access doors/panels and related hardware.

3.9.2 Contractor shall maintain all APM system/service related dynamic signage located on or adjacent to the Stations (i.e., Train arrival countdown timer, System configuration, Instructions to Passengers, Emergency Egress, etc.).

3.9.3 Contractor shall clean the interior (vehicle side) glass of the Passenger Stations. Contractor is not responsible to clean the exterior (passenger side) of the Stations. Interior glass shall be cleaned at least once every three (3) months. For all Stations, the interior surfaces shall be checked regularly for trash accumulation and Contractor shall remove any trash accumulated during the first scheduled maintenance time where the train is out of service and the guideway can be powered off.

3.10 AUTHORITY PROVIDED WORK:

3.10.1 The Authority shall maintain the exterior finishes of the passenger stations including, the exterior station enclosure glass/finishes and uncontrolled (static) directional signs located in the Stations.

3.10.2 The Authority shall provide general maintenance and repair of the facilities (maintenance shop, office, and equipment room space) provided to the Contractor (excluding housekeeping/cleaning and touch-up painting) including, but not limited to, repairs to, and/or replacement of, electrical devices (i.e. outlets, lighting fixtures, bulbs/ballast), plumbing and related fixtures, HVAC system maintenance and repairs (including wall mounted AC units when provided or installed by the Authority), door locks and hardware, and fire/smoke devices/systems, provided the work is not required due to an act or negligence of the Contractor. Contractor accepts the facilities as is and the Authority has no obligation or responsibility to modify or improve said facilities.

3.10.3 If Contractor's work area should require modification(s) due to changes in requirements beyond the Contractor's control (i.e., new TSA or OSHA requirement), the Authority will be responsible for all reasonable costs associated with the modification.

3.10.4 The Authority shall provide for the maintenance and repair of the guideway structures including painting of structural steel (Contractor is responsible for the "running surfaces" and all APM related equipment installed on the guideway, including APM walkway/handrail lighting and communication) and will coordinate this with the Contractor. Contractor shall assist the Authority with the coordination and safety aspects of this work.

3.11 ADDITIONAL WORK:

The Contractor shall promptly coordinate with the Authority as required and promptly repair or replace all damaged parts, components or materials, regardless of the cause of such damage, and provide the Authority with a written damage report. In the case where the needs for the repairs or replacements were solely caused the Authority or by other contractors employed by the Authority or by third parties other than the Contractor, its Subcontractors and parties under the Contractor's control (or by directors, officers, employees or agents of either of them), the Authority shall reimburse the Contractor for the cost of such repairs and replacements. There shall be no separate reimbursement for repairs or replacements which are covered by the Phase 1 Contract warranty, or as required to rectify either Contractor's failure to meet any Phase 1 Contract requirements which were not discovered during Phase 1, or for any of the operations and maintenance services specified in these Phase 2 Specifications.

However, the Authority and the Contractor may agree on a lump sum price as compensation for compensable repair and replacement work in lieu of the time and materials method of determining such payment described herein.

3.11.1 Contractor shall **not charge a "markup" on any Additional Work** performed by the Contractor's local staff or its Subcontractors or on any equipment, parts and materials used up to a value of $50,000. Markup on any work or on any equipment, parts and materials in excess of $50,000 shall not exceed an aggregate total of 25% including markup for all tiers of subcontractors. Contractor's hourly labor rate (provided on Proposal Pricing Form For Additional Hourly Labor Rate and Optional Operating Schedule) shall include all burdens, overhead and profit. Any expenses that Contractor desirers to be reimbursed (i.e., administrative, invoice processing, escorting of its subcontractors, etc.) shall be identified on Contractor's proposal to the Authority for the work and included on the invoice. No work shall be performed without prior approval from the Authority. The Contractor's time expended to prepare a quote or estimate for Additional Work, when such time is performed locally (no engineering or design work involved) is not billable to the Authority, and such time shall be considered to be included in Contractor's fixed-price (included in Contractor's overhead).

Where OEM parts are required, compensation shall be limited to an amount not to exceed the list price of such parts supplied to its most preferred customers.

Actual net cost to the Contractor of owned and/or rented equipment to be determined as follows:

a. Owned equipment operating costs shall be determined using accepted local industry standards provided the costs can be substantiated as representative of the prevailing rates for the Orlando metropolitan area.

b. Rental equipment operating costs shall be determined using rates and/or invoices for equipment rental, fuel/maintenance, delivery, removal and other direct expenses provided the costs can be substantiated as representative of the prevailing rates for the Orlando metropolitan area.

3.11.2 Additional Work shall refer to those repairs and/or parts replacement required as a result of vandalism, misuse or third-party damage to equipment (other than by Contractor or Contractor's employees, agents and subcontractors). The Contractor shall receive additional compensation and/or reimbursement for all approved Additional Work in accordance with the terms specified herein. Additional Work may also include upgrades, enhancements, modifications, and/or the replacement or refurbishment of any equipment, component, or system, as deemed necessary by the Authority to improve the safety, reliability, aesthetics, or performance of the equipment, station finishes, or other system(s) maintained under the Contract that is not covered by the terms/conditions of this Contract.

3.11.3 For all Additional Work, the Contractor shall provide a written proposal (quote for services to be performed) which will include Contractor's "estimated" costs (for labor and materials) for performing the Additional Work. Additional Work for planned/scheduled work shall only be performed upon written authorization from the Authority's Authorized Representative, however in the event of an emergency where APM services have been impacted, the Authority may verbally approve (and the Contractor may provide a verbal estimate) to allow the restoration of services to immediately begin. In this event, a written estimate from the Contractor and a written approval form the Authority will then be provided as soon as possible documenting the work.

3.11.4 Additional Work shall include, but is not necessarily limited to, the following items:

3.11.4.1 Vehicles:

a. Repairing, replacing and/or refinishing interior panels/finishes due to vandalism, misuse, or third party damage.

b. Complete painting and wrapping of APM vehicles.

3.11.4.2 Guideway:

a. Repair/replacement of antenna, switches, flags, rails, brackets, etc., due to vandalism, misuse, or third party damage.

b. Modifications, and/or additions to emergency walkways, handrails, lighting, safety devices, fencing/barricades, signage.

3.11.4.3 Station:

a. Repairs due to vandalism, misuse, or third party damage, upgrades and/or additions to automatic doors, station enclosure finishes, and related operating components.

b. Repairs/replacement of door glass, surrounds, guides, switches and tracks due to vandalism, misuse, or third party damage.

c. Repairs due to vandalism, misuse, or third party damage, upgrades, and/or additions to station signage, graphics, safety equipment, convenience items, and/or other station related devices/components.

3.11.5 Warranty of Work:

Contractor shall warrant all Additional Work for twelve (12) months commencing at final completion (acceptance by the Authority) of the work for workmanship and materials. Contractor warrants that it will promptly repair or replace any improper or defective workmanship, material, or any work/item that fails to perform as intended within the warranty period at no additional cost to the Authority. Contractor recognizes that time is of the essence.

The repair and/or replacement of APM System component parts (either new or existing) which are covered under the Manufacturer's and/or Contractor's warranty shall be a part of the Work under the Contract as specified herein.

3.11.6 Authority Access to Records

The Authority shall have access, at the Contractor’s principal local place of

business and during normal business hours, to all records and documents of the Contractor directly relating to labor and materials used in the performance of repair and replacement work for which the Contractor has been compensated or is to be compensated on any basis other than the lump sum annual prices specified in OMS Section 3.22. Such records and documents shall include but not be limited to time tickets, payroll records and related reports provided to unions, vendor's invoices, canceled checks and published price lists of the Contractor relating to any amounts for which the Contractor has been compensated, or claims it should be compensated, by the Authority. If certain materials manufactured by the Contractor do not appear on a published price list, the Contractor may be required to display evidence that the charges to the Authority are comparable to those that are being given to other most preferred customers of the Contractor. For the purpose of this paragraph, the Contractor shall not be obligated to retain such records and documents for a period longer than three (3) years following the date of the Contractor's invoice to the Authority for such repair and replacement work.

3.11.7 Payment Procedures

See OMGC Article 2.3

3.12 SUSPENSION OF APM SYSTEM OPERATION:

3.12.1 The Authority may suspend or reduce the APM services on any APM System during the term of this Contract (such as a temporarily suspension due construction activities or a reduction of services for economic reasons). In this event, the Authority will provide the Contractor a minimum of ninety (90) days written notice prior to the actual date of the suspension or reduction of the service(s). In the event that the APM services are intended to be suspended or reduced for one hundred-eighty (180) days or more, the Authority may require the Contractor to reduce its staff by an appropriate number. The appropriate reduction in staff and the corresponding reduction in compensation paid to Contractor shall be determined by the "percentage of reduction" of Contractor provided services - which is based on the amount of equipment/resources that will be maintained after the reduction compared to the total amount of equipment/resources maintained before the reduction (such as the number of vehicles maintained and/or reductions to the operating schedule).

3.13 HOUSEKEEPING AND CLEANING:

3.13.1 The Contractor shall carry out regular and orderly housekeeping/cleaning of its work area including the guideway, station enclosures, maintenance shops, offices, storage space, work rooms, equipment and equipment rooms and tools, instruments, and furniture.

3.13.2 The Contractor shall remove deposits of foreign materials resulting from the operations or maintenance of the System from the guideways (i.e., guideway rubber removal), vehicles, and/or equipment in a timely manner. Damage to surfaces of the guideways, vehicles, and equipment shall be promptly reported to the Authority.

3.13.3 The Contractor shall be responsible for the removal and prevention of foliage within all APM System spaces, including on the guideway and at the APM System power distribution facilities. The Contractor shall be responsible for landscaping maintenance within the APM System equipment fenced areas, if any.

3.14 TRAINING AND ESCORTING:

3.14.1 The Contractor shall train/retrain, and be solely responsible for, its own and all subcontractor personnel. At no time shall any employee in training be permitted to perform any operating or maintenance tasks for which they have not been certified or be permitted to manually operate an APM vehicle without direct supervision. Refresher training shall be required on an annual basis with respect to all hazardous aspects of the Work and any employee found to be in violation of any prescribed safety procedures/ practices shall as a minimum be required to undergo immediate, supervised safety awareness training.

The Contractor shall employ and train all personnel required for the performance of operation and maintenance. In addition to the training of the initial personnel staff, the Contractor shall train replacement personnel as needed to meet staffing requirements.

The Contractor shall also place in effect a testing program whereby personnel within a specific job classification or with specific duties are tested initially and at least annually retested for proficiency within that job classification or for those duties. With concurrence by the Authority, certain job classifications may be exempted from such testing or retesting.

Contractor shall include, as part of its re-training and periodic retesting program, all the Authority designated and Authority supplied personnel that were previously trained by the Contractor, during Phase 1 or at any other time. Additionally, such Authority designated personnel shall be provided with sufficient “hands on” experience in the operations and maintenance of each APM System, commensurate with their specific training job classification, such that they can perform the requisite tasks without further training and without assistance from Contractor personnel.

3.14.2 The Contractor shall also provide escorting (other Authority approved personnel/ contractors) as needed, and training for Communication Center (Comm Center) personnel, Airport Security, and/or Fire/Rescue personnel on related aspects of the APM System when requested by the Authority. The Authority may also require the Contractor to provide additional training to its employees resulting from new OSHA

requirements, safety issues, insurance requirements, etc., or for any other reason. Contractor shall expect at least sixteen (16) hours of training and/or escorting per month to be provided at no additional cost to Authority. If Authority requested training or escorting services exceeds 16 hours per month, the Authority will reimburse Contractor for any overtime expenses it may occur for those hours beyond the initial 16 hours provided herein, at the hourly labor specified in the Bid Form. The Authority will not reimburse the Contractor for expenses related to food, lodging, or any other incidental costs arising from this requirement.

3.15 BASE OPERATING SCHEDULE:

3.15.1 For the Airside 2 APM System, the APM System/vehicles shall be available for passenger operation twenty-four (24) hours per day based on the following schedule:

Peak: Both lanes in service in Synchronized Double Shuttle Mode from 0600 to 0000 (6:00AM to 12:00AM) with a headway not greater than2.2 minutes.

Scheduled Maintenance Time: One train may be removed from operation to allow for "Maintenance" from 0000 to 0600 (12:00AM to 6:00AM), (6 hours). The Authority will allow an extended maintenance period of no greater than eight (8) hours one (1) day a week per Airside. The extended maintenance period shall be coordinated with and accepted by the Authority.

3.15.2 For the Airside 4 APM System, the APM System/vehicles shall be available for passenger operation twenty-four (24) hours per day based on the following schedule:

Peak: Both lanes in service in Synchronized Double Shuttle Mode from 0600 to 0100 (6:00AM to 1:00AM) with a headway not greater than2.2 minutes.

Scheduled Maintenance Time: One train may be removed from operation to allow for "Maintenance" from 0100 to 0600 (1:00AM to 6:00AM) (5 hours). The Authority will allow an extended maintenance period of no greater than eight (8) hours one (1) day a week per Airside. The extended maintenance period shall be coordinated with and accepted by the Authority.

3.15.3 The Authority may alter the above schedules at any time in accordance with the following Section 3.15.3.

3.15.3.1 The Authority may alter the Base Operating Schedule (listed in Section 3.15.2) due to short-term, temporary fluctuations in airline/flight activities resulting in a reduction in the amount of time allotted to Contractor for maintenance activities. In this event, and where the reduction in maintenance time is not

more than sixty (60) minutes per guideway per twenty-four (24) hour period, and where the reduction in maintenance time does not occur for more than one continuous week per guideway, Contractor shall adjust its maintenance schedule(s) accordingly and shall perform/complete its maintenance work at no additional cost to the Authority.

3.15.3.2 Any Authority required changes to the Base Operating Schedule that either (i) alters the scheduled train in-service time or out-of-service times by more than sixty (60) minutes per guideway per twenty-four (24) hour period, or (ii) reduces the allotted time for vehicle/system maintenance for more than a one week period, may warrant an adjustment to Contractor's APM Maintenance compensation and will be adjusted in accordance with the Optional Operating Schedule Pricing Table on the Proposal Pricing Form For Additional Hourly Labor Rate and Optional Operating Schedule, or will be negotiated with the Contractor if the desired change is not indicated/priced in the Optional Operating Schedule Pricing Table (in the Contractor's Financial Proposal).

3.15.3.3 In the event that the Authority desires to modify the Base Operating Schedule as described herein, the Contractor shall make such modifications and the Contractor's compensation for services shall be adjusted in accordance with the Optional Operating Schedule Pricing Table in the Contractor's Financial Proposal. The Contractors monthly APM Maintenance compensation shall be adjusted upward or downward to reflect increases or decreases in the Operating Schedule.

3.15.3.4 The Optional Operating Schedule Pricing Table shall reflect the total additional compensation paid to Contractor per month, for a one or two hour increase or decrease in the Base Operating Schedule per Leg. Any increase or decrease to the Base Operating Schedule may be reverted back to the Base Operation Schedule resulting in a corresponding increase or decrease in the monthly compensation paid to Contractor.

3.15.3.5 The Contractor's pricing, shown in the Optional Operating Schedule Pricing Table shall be inclusive of, but not limited to, changes in staffing, parts usage, component wear, allotted maintenance time, agreements/ compensation with/to subcontractors, potential impacts to the Service Availability requirement, and/or any other incidental.

3.16 OPERATING SYSTEM SERVICE AVAILABILITY:

3.16.1 GENERAL

This Section provides the requirements for the availability of Operating System

service. For the purposes of this Section 3.16.1, the term "scheduled" service (i.e., mode, fleet, and station platform doors) shall be consistent with the operations defined in the Authority approved System Operations Plan or as amended and approved by the Authority. Operating System Service Availability is a measure of the total quantity and quality of transportation service actually provided compared with that scheduled to be provided over a given time period. Operating System Service Availability (A) is defined as the product of service mode availability (A_m), fleet availability (A_f), and station platform availability (A_s), each of which is determined for the same specific service mode and time period(i). Operating System service availability for time period (i) shall then be calculated as:

$$A_i = A_{m(i)} \times A_{f(i)} \times A_{s(i)}$$

The normal operating mode(s) defined in Authority accepted Operating Manuals (CDRL 70) shall normally be provided and shall receive full credit when scheduled for the period provided. The failure operating modes defined in Authority accepted Operating Manuals used for failure management purposes may receive partial Operating System Service Availability credit as described below.

Accuracy of data used for availability calculations shall be to the second, and where time-based data is required to be represented or calculated in hours it shall be rounded to thousandths of an hour.

Operating System Availability (A) shall be calculated independently for Airside 2 APM ($A_{a/s\text{-}2}$) and Airside 4 APM ($A_{a/s\text{-}4}$) Systems.

3.16.2 SERVICE MODE AVAILABILITY

Service mode availability for each time period during which a specific operating mode is provided is defined as:

$$A_m = \frac{AMH}{SMOH} \times K$$

Where:

a. AMH – Actual Mode Hours. The total time, in hours, that the Operating System is scheduled to provide passenger service at the required headway in the specific operating mode, as defined in Section 3.15, minus the total time, in hours, of all mode downtime events occurring while the Operating System is scheduled to provide service in the specific operating mode. AMH is calculated by subtracting mode downtime hours from scheduled mode operating hours, as defined in Section 3.15. AMH = (SMOH-MDH)

b. MDH – Mode Downtime Hours. The total time, in hours, of all mode downtime events occurring while the Operating System is scheduled to provide service in the specific operating mode as defined in Section 3.15 or as amended and approved by the Authority.

c. Mode Downtime Event. An event attributable to the Operating System that disrupts the scheduled operating mode service as defined in Section 3.15 or as amended and approved by the Authority. When such disruption occurs, downtime for the event shall include all the time from the beginning of the disruption until passenger service in the scheduled operating mode, as defined in Section 3.15 is restored (i.e., continuously and normally equal train spacing). Downtime events of a duration that are less than one operational headway shall not be counted in the calculation of service mode availability, but shall be counted for OMS Section 3.16.5.1 Downtime Limits purposes. A train stopping on the guideway or failing to depart from a station shall be considered a mode downtime event. Disruptions resulting from causes listed below as exclusions shall not be counted as mode downtime events.

d. Exclusions. The following exclusions are not attributable to the Operating System itself and are not Mode Downtime Events. Downtime due to these exclusions is not to be used in determining mode availability and shall result in the entire period affected by them being deleted from consideration in calculating mode availability (i.e., SMOH is reduced and AMH is correspondingly reduced), but shall not be deleted from data collection and storage. All data collection means shall include all periods of time; exclusions shall be determined subsequently upon review by the Contractor and the OAR.

1. The time period to transition from one scheduled operating mode to another scheduled operating mode or adjusting scheduled fleet size, in accordance with the Authority accepted Operating Manuals (CDRL 70). Valid transition periods shall not be counted in calculating A_m.

   The following shall not be excluded: the time to transition between scheduled and nonscheduled operating modes; downtime events during transition periods that exceed one operational headway of the scheduled operating mode; and transition time in excess of one round trip time.

2. Downtime events of a duration that are less than one operational headway of the scheduled operating mode.

3. Passenger-induced disruptions or delays.

4. Disruptions caused by intrusions of unauthorized persons or of animate or inanimate objects into non-public areas of the Operating System.

5. Disruptions caused by non-Operating System induced loss of service, e.g., loss of utility service, electrical power provided outside the nominal range, vehicle diversion resulting from intended security responses, Force Majeure, and acts or omissions of the Authority or its agents or contractors.

6. Periods of scheduled operating times when the specified environmental limits of the Authority accepted Operating Manuals (CDRL 70) are exceeded.

7. Periods when the Fixed Facilities are not available, unless their unavailability is attributable to the Contractor or its vehicles/subsystems.

8. Any Authority approved temporary changes to the scheduled operating mode.

e. K Factor. Used to calculate partial Operating System mode availability during failure mode operations of the Operating System. K factor values are depicted on Table 3.16.5-1. When Operating System is not in any failure mode, K factor shall be equal to one.

f. SMOH – Schedule Mode Operating Hours. The amount of time recorded in hours for which a specific operational mode of service is scheduled to be provided.

3.16.3 FLEET AVAILABILITY

Fleet availability (A_f) for each time period is defined as:

$$A_f = \frac{ACH}{SCH}$$

Where:

a. ACH – Actual Car Hours. The total time, in hours, of all Fully Functional Cars operated in passenger service in the specific operating mode and time period. ACH is calculated by subtracting Car Downtime Hours from Scheduled Car Hours ACH = (SCH-CDH). The actual number of car hours shall not exceed the scheduled number of car hours in the aggregate. If the actual number of cars in a vehicle/train exceeds the scheduled number of cars in the vehicle/train, only the scheduled number of cars shall be counted towards Actual Car Hours for that vehicle/train.

b. Car Downtime Event. An event in which the service of a scheduled car is interrupted, not provided, or the scheduled car is not fully functional, for a duration equal to or greater than twice the Minimum Operational Headway. A Car Downtime Event begins when a scheduled car in the operating fleet fails to provide service or loses its Fully Functional Car status. The Car Downtime Event ends when the car begins to provide service, becomes fully functional, is replaced in the operating fleet by a fully functional car, or is no longer required as a scheduled car. Events caused by conditions (2), (3), (4), (5), (6) and (7) of OMS Section 3.16.2.d shall be excluded.

c. Fully Functional Cars. A car shall be counted as fully functional if it does not have a Priority I or II malfunction, as defined by the Authority accepted list of Priority I and II Malfunctions (CDRL 42) and the Authority accepted Operating Manuals (CDRL 70).

d. SCH – Scheduled Car Hours. The product of the total number of cars required for operation for the specific operating mode and the time, in hours, scheduled for that mode. The actual number of cars shall not exceed the scheduled number for the hours operated, either in the aggregate or in any vehicle/train.

e. CDH – Car Downtime Hours. The total time, in hours, of all car downtime events occurring while the Operating System is scheduled to provide service in the specific operating mode.

Car is defined in OMS Section 1.2. Where individual cars are not provided, this OMS Section 3.16.3 shall apply to vehicles. See OMS Section 1.2 for definitions and discussion of car, vehicle and train.

3.16.4 STATION PLATFORM DOOR AVAILABILITY

Station Platform Door Availability (A_s) for each time period is defined as:

$$A_s = \frac{APDH}{SPDH}$$

Where:

a. APDH – Actual Platform Door Hours. The total time, in hours, of all station platform doors operated in passenger service in the specific operating mode and time period. APDH is calculated by subtracting Platform Door Downtime Hours from Scheduled Platform Door Hours. APDH = (SPDH – PDDH). The

actual number of platform hours shall not exceed the scheduled number of platform door hours in the aggregate or at any station platform.

b. SPDH - Scheduled Platform Door Hours. The product of the total number of station platform doors scheduled to operate in the specific operating mode and the time, in hours, scheduled for that mode.

c. PDDH – Platform Door Downtime Hours. The total time, in hours, of all platform door downtime events occurring while the Operating System is scheduled to provide service in the specific operating mode.

d. Door Downtime Event. Any failure of station, wayside, or other Operating System equipment or software failure or command that prevents a platform door from operating when scheduled to operate shall be counted as a Platform Door Downtime Event. A Platform Door Downtime Event starts when a platform door fails to operate normally when scheduled to operate (open or close) and ends when the same platform door operates normally through a subsequent dwell cycle. For purposes of determining a Platform Door Downtime Event, station platform doors consisting of two, bi-parting panels shall be considered as one door. A failure of one or both bi-parting panels at the same time shall be counted as one Platform Door Downtime Event.

e. Exclusions. Events caused by passengers, loss of primary utility service, or closing of the station or platform not due to Operating System problems shall be excluded. In no case shall the actual number of doors exceed that scheduled, either in the aggregate or at any station platform. If a station platform is not served because the guideway to it is blocked, it shall not be included in A_s but the event shall be counted as a downtime for the calculation of service mode availability. The duration of time a station platform is closed due to conditions (2), (3), (4), (5) and (6) of OMS Section 3.16.2.d, or the closing of a station or platform for other than Operating System problems shall also be excluded. At an end station with two platforms, if only one is required for service the failure of one platform shall be excluded if the switchover occurs within one (1) minute and no train is affected by the failed platform.

3.16.5 OPERATING SYSTEM SERVICE AVAILABILITY DETERMINATION

If a Mode Downtime Event occurs and service is not restored to the scheduled mode for the Operating System, as defined in OMS Section 3.16.2.c, rather a non-scheduled alternative operating mode is operated as defined by the Authority accepted Operating Manuals (CDRL 70), then the entire time period (i) for

operating in any alternative operating mode shall be a Mode Downtime Event and to determine A_m, the appropriate K factor as defined in Table 3.16.5-1 shall be used. Fleet and station availability, A_f and A_s respectively, shall be determined in accordance with the requirements of OMS Sections 3.16.3 and 3.16.4 for that alternative operating mode over that time period (i).

Downtime for a single event shall be counted either with regard to the mode, or the fleet, or the station platform doors consistent with that portion of the Operating System that is disrupted and shall not result in either double- or triple-counting of downtime. Where it may be possible to count a downtime event in more than one area (i.e., mode, or fleet, or station platform doors), it shall be counted in that area that best measures the quantity of service that is not available. Depending on the type of service provided, an extended period of downtime may be redefined to be two or more downtime events, each measuring best the quantity of service that is not available.

Table 3.16.5-2 defines the methodology for calculating the cumulative Operating System service availability (A_c) where:

a. Each period index (Column 1) is defined by the operating mode scheduled to be provided or actually provided.

b. For each period index, the data shown in Table 3.16.5-2, Columns 2, 3, 4, 5, 8, 9, 11 and 12 shall be provided.

c. The calculated mode availability (Column 6), recorded mode availability (Column 7), fleet availability (Column 10) and station platform door availability (Column 13) shall be determined following the instructions of Table 3.16.5-2.

d. The time-factored Operating System service availability (Column 14) shall be determined following the instructions of Table 3.16.5-2.

e. The cumulative Operating System service availability (A_c) for any calendar time period is the sum of the time-factored Operating System service availabilities (Column 14) during the calendar period divided by the sum of all time periods (Column 2) for the same calendar period. (See instructions in Table 3.16.5-2.)

   The Contractor shall provide an automated process to gather and analyze the data required for calculating Operating System service availability and for accountability of mode downtime events against the specified limits of OMS Section 13.16.5.1. This process, including the details of definitions, K

factors, calculations, and reporting, shall be included in the Authority accepted System Assurance Monitoring Plan (CDRL 11). This automated process may also include the collection of other data related to service quality.

TABLE 3.16.5-1

K FACTORS FOR A_m

FAILURE OPERATING MODE	Airside 2 APM K FACTOR FOR Am	Airside 4 APM K FACTOR FOR Am
Synchronized Double Shuttle Mode	1	1
Unsynchronized Double Shuttle Mode	0.95	0.95
Single Shuttle Mode	0.5	0.5

Table 3.16.5-2: OPERATING SYSTEM SERVICE AVAILABILITY DATA TABLE

Period Index (n) (1)	Time Period In Hours (T_i) (2)	Scheduled Mode Operating Hours (3)	Actual Mode Hours (4)	Applicable "K" Factor (5)	Calculated Mode Availability (6)	Recorded Mode Availability ($A_{m(i)}$) (7)	Scheduled Car Hours (8)	Actual Car Hours (9)	Fleet Availability ($A_{f(i)}$) (10)	Scheduled Platform Door Hours (11)	Actual Platform Door Hours (12)	Station Platform Door Availability ($A_{s(i)}$) (13)	Time Factored Operating System Service Availability (T_i x A_i) (14)
One Line for Each Date & Time Period	(Hours)	(Mode)	(Mode)	(1 or K)*	(See OMS Section 3.16.2)	(5)X(6)	(See OMS Section 3.16.3)	(See OMS Section 3.16.3)	(9)/(8)	(See OMS Section 3.16.4)	(See OMS Section 3.16.4)	(12)/(11)	(2)X(7)X (10)X(13)
Totals	Sum all Hours												Sum all Entries

$$A_{a/s\text{-}2 \text{ and } a/s\text{-}4} = \frac{\sum_{i=1}^{n} (T_i \times A_i)}{\sum_{i=1}^{n} T_i}$$

Cumulative Operating System Service Availability

Aa/s-2 and Aa/s-4 shall be calculated independently.

*K Factors shall be submitted by the Contractor, subject to review and acceptance by the OAR, for alternate mode or failure modes planned by the Contractor for deployment when the scheduled mode cannot be achieved. See Table 3.16.5-1.

3.16.5.1 Service Mode Downtime Limits

During each month of operation and maintenance of the Operating System, the Operating System shall not exceed the following Service Mode Downtime Limits:

Length of Service Mode Downtime Event	Airside 2 APM No. per Month	Airside 4 APM No. per Month
Less than or equal to one (1) minute	150	150
Greater than one (1) minute and less than or equal to ten (10) minutes	30	30
Greater than ten (10) minutes and less than or equal to twenty (20) minutes	2	2
Greater than twenty (20) minutes and less than or equal to forty-five (45) minutes	1	1
Greater than forty-five (45) minutes	0	0

Should these Downtime Limits be exceeded during the operations and maintenance phase, they shall be used to calculate reductions in payments for O&M services in accordance with the Operations and Maintenance Provisions.

3.16.5.2 Corrective Actions

After the issuance of the Substantial Completion, for any month during which the operations and maintenance services of this Contract are to be undertaken, if a minimum cumulative Operating System service availability (Ac) of 99.5 percent is not achieved and/or performance records indicate it will not be achieved or if Operating System downtime events exceed the requirements of OMS Section 3.16.5.1, the Contractor shall take immediate corrective action to

mitigate the cause of these anomalies and provide the AOR and DCC a written report describing the immediate corrective action and its rationale. Proposed immediate corrections shall be submitted to the AOR and DCC for review and acceptance. When they are accepted by the OAR, they shall be implemented by the Contractor at no added expense to the Authority.

In parallel with the immediate mitigation described above, the Contractor shall, at its expense and at no additional cost to the Authority, conduct Design Reviews, root cause analyses, and a review of the operations and maintenance procedures and staffing. Within one month of these reviews, the Contractor shall present for the AOR and DCC review and acceptance a written analysis report and a plan to permanently correct the problem(s). This report shall be detailed and include, at a minimum:

a. A listing and description of the relevant equipment/component and non-relevant (external to the equipment) failures related to the problem(s).

b. An analysis diagnosing each failure, its cause(s), and proposed corrective action. Failures shall be categorized as independent of other equipment, dependent on other equipment, intermittent, multiple, and/or part of a pattern.

3.17 REPORTS:

If the Authority believes that the System Service Availability reports do not accurately measure what is occurring, the Authority may hire a third party to obtain the operating and failure data and prepare a System Service Availability report. The report prepared by the third party shall take precedence over the Contractor prepared report and the Contractor shall reimburse the Authority for third party costs if the report finds lower performance in terms of System Service Availability and downtime events than the Contractor's report.

3.17.1 Daily Operations Logs:

3.17.1.1 The Contractor shall maintain a Daily Incident Log separately for each APM System on which the events of the day are recorded such as malfunction alarms, changes to the mode of operations, manual train maneuvers, system disruptions, operator initiated actions, etc. The log shall show time of each occurrence, guideway train affected, time of restoration (if applicable) and provide a brief description of the incident. There shall also be a place for the (Authority's) Central Operator at the time to initial the entry. A separate log shall be executed for each day starting at 12:00 midnight. The Contractor shall monitor the execution of these logs and from time to time, as may be justified,

make notations with regard to specific incidents so that these notations may be used in formulating the report explanations discussed below. System availability and equipment history will be gathered through the Contractor's Computerized Maintenance Management System (CMMS.) monitoring which will be readily accessible to the Authority.

3.17.1.2 These logs shall be accumulated weekly (Sunday through Saturday) and submitted to the Authority, upon request, for review. Any disruptions of the System which are accountable against the Service Availability (OMS Section 3.16.5) shall be fully explained in an accompanying report. The explanation shall include referencing of the event to the associated daily log, Contractor's explanation as to the cause, and a description of the remedial action taken to repair/restore the system/equipment to service.

3.17.2 Maintenance Log:

3.17.2.1 The Contractor shall maintain in the maintenance office, a log of all preventive and corrective maintenance performed, separately for each APM System. The log shall identify vehicle, subsystem assembly and/or component subjected to maintenance, part and serial number (where applicable), maintenance performed and/or disposition of the item for each maintenance entry.

3.17.2.2 The Contractor shall also record, once a week at the same approximate time, the accumulated mileage for each vehicle (i.e., Hub-odometer and/or hour readings).

3.17.2.3 A summary of significant monthly maintenance activity including accumulated mileage for the month for each vehicle shall be prepared from the log and included in the Contractor's monthly report to the Authority.

3.17.3 Monthly Report:

3.17.3.1 The Contractor shall prepare a monthly report of operations and maintenance activities separately for each APM System and submit for Authority review with the monthly invoice. The reports shall include:

a. a computation of Service Availability (A_s) for the period (see Section 3.16.5) which is derived from the Daily operating Logs,

b. a summary of significant maintenance activities and vehicle accumulated mileage,

c. a summary of planned/scheduled maintenance activities for the coming month,

d. and a summary of any problems that can be foreseen which should be of concern to the Authority and/or any anticipated activity which will require Authority approval/coordination.

3.17.3.2 The Authority and Contractor shall meet on a regularly scheduled monthly basis to discuss the Contractor's report and review the A_s values for the month and the preceding three month's average.

3.18 RECORDS:

3.18.1 As a continuation and extension of the Contractor's previous and on-going record keeping responsibilities, the following records shall as minimum be maintained by the Contractor on site and readily available for review by the Authority upon request:

3.18.1.1 All Contract documents and records, including:

a. Employee Time Records
b. Employee data including qualifications
c. Employment record including periodic evaluation of work
d. Contract compliance records
e. Daily Operation/Maintenance Records
f. Monthly Operation/Performance reports
g. Inventory of Initial Supplies/Tools/Equipment provided to Contractor by the Authority, as of the effective date of the Contract

3.18.1.2 All financial information/documentation related to:

a. Accounting Payroll
b. Purchase Orders
c. Contracts (Subcontractors, Purchasing Agreements, etc.)
d. Cost accounts
e. Invoices for all Materials and Parts used during maintenance and repair of the APM system (identified by APM system used on, vehicle/location where used, component category)

3.18.1.3 All APM system technical documentation including:

a. Project Documentation Drawings

b. Safety Inspection Test results

c. Manuals, Parts lists and training materials

3.18.2 All such records are the property of the Authority. During the period of the Contract term, the Authority shall have access to these records via the Contractor's O&M Manager. The Contractor shall guard against loss of permanent files and maintain a system for doing so. If the Contractor finds it necessary to store records off site due to space limitations or for other reasons, the Contractor shall bear all cost and insurance associated with the storage facility.

3.19 SYSTEM CONDITION AT EXPIRATION OF CONTRACT:

3.19.1 It shall be the Contractor's responsibility to assure all APM equipment is in first class operating and maintenance condition at the expiration of the Contract. All scheduled preventive maintenance work on all equipment shall have been performed as required by the preventive maintenance schedule.

3.19.2 The Contractor shall also be responsible, at the expiration of the Contract, to return all items, furniture, equipment, supplies, etc., provided to the Contractor by the Authority, in good working condition, where good condition is determined at the reasonable discretion of the Authority, or shall reimburse the Authority the current-day replacement cost of such item(s) without depreciation for those items in poor condition or that have been lost.

3.19.3 Ninety (90) days prior to expiration of the Contract, the Contractor shall provide to the Authority a complete final report on the condition of all APM related equipment, including inspection and test reports, and certified statements signed by the O&M Manager, testifying to the first class condition of operation and maintenance of all equipment and systems.

3.19.4 The Authority shall have the right of inspection during or after any of this work and shall notify Contractor within seven (7) calendar days of receipt of Contractor's certified statement of any noted discrepancies. The Contractor shall then proceed to correct any discrepancies if any, within or after the end of the Contract period as required to complete the work. Contractor shall notify the Authority in writing upon completion of all work.

3.20 USE OF PREMISES:

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Authority.

3.21 SAFETY AND PROTECTION:

3.21.1 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

3.21.2 Contractor must comply with Federal and State right-to-know laws if hazardous materials are used. MSDS sheets shall be made available to all workers and Authority's representatives. Contractor shall report immediately to the Authority any spillage or dumping of hazardous materials on Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

3.22 PAYMENT:

All payments for this Phase 2 Contract shall be made according to the lump sum annual prices provided in the Contractor's proposal, subject to authorized deductions, subject to economic price adjustment specified in OMS Section 3.22.1 below.

3.22.1 ECONOMIC PRICE ADJUSTMENT

The annual lump sum fixed prices for each year of Phase 2 (years 1 through 30) shall be adjusted for inflation or deflation at the beginning of each year of Phase 2 and then shall not be further adjusted for inflation or deflation throughout each year. The O&M fixed prices shall be adjusted in accordance with the following procedures. Amounts will be subject to Economic Price Adjustments as specified below. The Contractor shall submit supporting documentation, which justifies the requested adjustment to the Authority for review and approval.

Labor Prices - All labor prices quoted on Forms OMP-LS and OMP-L1 through OMP-L7 of the Contractor's O&M Price Proposal shall be adjusted according to an index which shall be defined as the ratio of the latest published Employment Cost Index (NAICS) for Wages and salaries for Private industry workers in Professional and related industries (Series ID CIU2020000120000I), as published by the U.S. Bureau of Labor Statistics, using the Quarter that is available one month prior to the beginning of each Year of Phase 2 (Years 1 through 30) to the prevailing index as of the date of the Contractor's Proposal. This Employment Cost Index shall be used to calculate the adjustment of the labor prices quoted on Forms OMP-LS and OMP-L1 through OMP-L7 of the Contractor's O&M Price Proposal for each Year until a Consumer Price Index (CPI-U), not seasonally adjusted, is published by the U.S. Bureau of Labor Statistics specifically for the metropolitan Orlando, Florida area, at which time the labor prices adjustment shall then be defined as the ratio of the latest published Consumer Price Index for the metropolitan Orlando, Florida area that is available one month prior to the beginning of each Year of Phase 2 to the prevailing CPI-U U.S. City Average (Series ID CUUR0000SA0) index as of the date of the Contractor's Proposal.

Parts and Materials - All Classifications of Form OMP-MS of the Contractor's O&M Price Proposal shall be adjusted according to the ratio of the following latest published indexes that are available one month prior to the beginning of each year of Phase 2 (years 1 through 30) to that as of the date of the Contractor's Proposal.

a. Classification Items 1a through 1F and 1h shall be adjusted in accordance with an index which shall be a composite simple average of the unadjusted Electrical Machinery and Equipment Index (WPU 117) and the unadjusted Metal and Metal Products Index (WPU 10), as published by the U.S. Bureau of Labor Statistics.

b. Classification Items 1g, 2 and 3 shall be adjusted as set forth in the foregoing Labor Prices paragraph.

c. Classification Items 1i and 4 shall be adjusted in accordance with paragraphs a and b above, based on a classification prepared by the Contractor, subject to acceptance by the Authority.

Where an index has not yet been published, such as for a date in the future, the index shall be estimated by use of a linear regression analysis of the most recent five (5) years of index values. In the event that one of the above indices ceases to be published, the Authority and the Contractor shall negotiate and agree on another index to be used in place of the discontinued index, except as otherwise provided herein. Any such new index shall be comparable to the index that it replaces. Foreign (non-U.S.) indices and/or any corrections for trading of currency shall be prohibited.

The amount of Economic Price Adjustment for the above price, on any given year, for Year 1 through Year 30, shall be based on the aforementioned indices.

3.22.2 MONTHLY PAYMENTS

The Contractor shall be paid monthly in accordance with the calculations and conditions specified in Appendix A to these Phase 2 Specifications, except that any payments for work performed as provided under OMS Section 3.11 shall be paid in accordance with the procedures specified in OMS Section 3.11.

3.22.3 INVOICES

Commencing with the last day of the first calendar month after NTP-2A, the Contractor shall submit to the Authority, within ten (10) working days of the last day of each calendar month, an invoice for the services performed under Phase 2 by the Contractor during the prior calendar month. The form of the invoice shall be as prescribed by the Authority. The Contractor's invoice shall generally describe the service rendered, date rendered, and shall contain such other information and be accompanied by such supporting documents and materials as the Authority shall reasonably request. Partial releases from all suppliers and subcontractors shall be furnished with all but the first and second invoices. A monthly System Assurance Monitoring report based on the Authority accepted

System Assurance Monitoring Plan (CDRL 11) must be included with the invoice. The report shall cover the same month as the invoice.

The Authority will pay to the Contractor by check, the amount so certified, subject to any withholdings permitted by the Contract. Payments due and unpaid under Phase 2 may accrue interest in accordance with section 218.74(4), Fla. Stat. and the Local Government Prompt Payment Act.. No certificate or payment shall, at any time, preclude the Authority from showing that such certificate or payment was incorrect, or from recovering any money paid in excess of that lawfully due hereunder.

The Authority may withhold from payments the following items from any invoice:

1. The cost of replacing defective parts or work paid to other parties.
2. An amount to cover claims filed by the Authority or other parties against the Contractor.
3. The cost of licenses, fees or permits the Contractor has failed to obtain and or pay for.
4. The cost to repair damages to first or third party work that the Contractor has failed to repair.
5. An amount for any violation of or failure to meet or comply with these Contract provisions.
6. Pursuant to OMS Section 3.27.4, the actual costs incurred by the Authority in mobilizing alternative transportation services for passengers.

Execution of this Contract by the Contractor shall constitute a waiver by the Contractor to claim any right of payment of interest upon any such above retained funds.

3.22.4 FINAL PHASE 2 CONTRACT PAYMENT

At the time of settlement, there shall be deducted from the final payment all damages and all other charges properly chargeable to the Contractor under the terms of this Phase 2 Contract. The balance, if any, shall be paid to the Contractor provided that prior to delivery to the Contractor of the final payment, the Contractor shall furnish the Authority proof in documentary form all claims, liens, or other obligations incurred by the Contractor and all its subcontractors in connection with the performance of the Services have been properly paid and settled.

In the event there are at the time set for final settlement outstanding claims against the Contractor or its subcontractors or for any other reason the Contractor is not able to give a proper affidavit that liens or other obligations have been properly paid and settled, the Authority may, at its sole discretion, waive the requirement of the said affidavit, provided the Contractor provides the Authority

with an irrevocable letter of credit. In any event, when final settlement is made, it should be further understood by the Contractor that the Authority will withhold from payment any funds it may be required by law to withhold or that it may in the determination of the Authority be required to withhold, and final payment will not be made until in the determination of the Authority that all conditions of law have been met. At the time of delivery to the Contractor of the final payment, the Contractor shall executive and give to the Authority a Final Receipt for the same.

As the Final Payment for Phase 2, the payments for the last month of the Phase 2 term, demobilization (if applicable), optional training of Authority-designated personnel (if said option has been exercised by the Authority), and any other monies due the Contractor from the Authority shall be paid to the Contractor upon Contractor's satisfactory completion of the following:

1. The inventory of all APM System's equipment and property has been audited by the Authority to be correct.

2. The inventory of consumables, parts, and spare equipment are shown to be replenished to the level specified under Phase 1, or to the level as amended by any Change Orders.

3. The inventory of furniture, fixtures, and maintenance tools and equipment provided under Phase 1 is shown to be replenished and in serviceable condition.

4. All repairs, scheduled maintenance and scheduled overhauls due prior to the end of the Phase 2 term or which are required to meet the specified level of maintenance and operational readiness have been completed.

5. The System Operations Plan, Maintenance Plan, O&M Management Plan, Operations Manuals, Maintenance Manuals, Rule Book and any other plans and manuals used in the operation and maintenance of each APM System have been updated as specified herein and the specified number of copies of these documents are supplied.

6. All Phase 2 records have been provided to the Authority and the automated Maintenance Management Information System (MMIS) is current.

7. All documentation of each APM System's design and configuration used for its operation and maintenance are provided to the Authority.

8. Deliver to Authority a certificate that all claims for labor arising under the Contract have been satisfied and that all bills for any materials, equipment, or services have been paid.

9. Furnish the Authority a complete release of all liens which might arise out of the Contract, for which the Contractor has been reimbursed by the Authority, or receipts in full in lieu thereof, and a certificate that such releases and receipts include all labor and materials for which a lien could be filed.

10. Agreement and Release of Any and All Claims, submitted on a form as shown in Appendix B hereto.

Said Final Payment for Phase 2 shall not be the Authority's exclusive means to cover the costs of the aforesaid conditions. The Authority shall retain all rights and remedies provided by the Phase 2 Performance Bond and as provided by these Operations and Maintenance Provisions and law to cover deficiencies in the above.

3.23 REPORTING OF ACCIDENTS AND INCIDENTS

The Contractor shall report in writing to the Authority all accidents, safety incidents and safety-related incidents within four (4) hours of the occurrence of said accidents and incidents whatsoever arising out of or in connection with the services hereunder which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused the same shall be reported immediately by telephone to the Authority.

The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-on action to minimize reoccurrence of the accident or incident. The Contractor shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.

3.24 CAPITAL ASSET REPLACEMENT PROGRAM PLAN (CARPP)

In addition to performing planned preventive and regular corrective maintenance, the Contractor shall provide a Capital Asset Replacement Program Plan (CARPP) to periodically overhaul, rehabilitate, refurbish, or replace components, equipment, tools, and facilities. The CARPP shall help ensure that APM System remains safe, modern, and efficient to operate and maintain, and retains its asset value. By this CARPP, the Contractor shall rejuvenate any element that has reached the end of its design life, cannot be maintained within specific limits, exhibits a measurably higher failure rate, or ceases to be economical to maintain due to wear or obsolescence. The CARPP shall include all spare parts and consumables in accordance with OMS Section 2.1.

The CARPP shall initially be as proposed by the Contractor in its O&M Proposal, as accepted by the Authority. The CARPP shall be modified as provided for in the following paragraphs. The prices for the CARPP shall be included in the Contractor's yearly O&M pricing.

The Contractor and the Authority shall meet as mutually agreed to review the planned CARPP work and to assess the condition of all assets. The Authority shall have the right to require adjustments of the CARPP based on these meetings and assessments. The Contractor's proposed CARPP shall not be modified without approval by the Authority. The Contractor shall not start any CARPP Work without the prior written approval of the Authority.

The CARPP work price for any O&M period shall be budgeted for the period based on the Contractor O&M Proposal as accepted by the Authority. All CARPP work shall be performed at the Contractor's sole expense.

3.25 PROVISIONS FOR TESTING AND ACCEPTANCE OF UPGRADES AND EXPANSION WORK

This section provides requirements and procedures related to (1) testing and acceptance of equipment upgrades to any APM System equipment that are introduced by the Contractor during Phase 2, whether ordered and paid for by the Contractor or not; and (2) accommodation by the Contractor of work (by the Contractor and/or others) related to the expansion of the Initial System to the Ultimate System when ordered by the Authority.

3.25.1 Testing and Acceptance of Upgrades

Similar to the test procedures prepared during Phase 1, the Contractor shall prepare the Acceptance Test Procedures and submit them to the Authority for review and approval before conducting the test.

1. Acceptance Tests - New system modifications and upgrades (e.g., components/ equipment, software, etc.) will be subjected to minimum individual thirty (30) consecutive day Acceptance Test(s) to verify successful startup and proper performance and functionality in an operational environment. The following items are necessary parts of an Acceptance Test:

    a. After startup, the Contractor shall operate the new equipment for thirty (30) consecutive days as the initial step in the Acceptance Test(s).

    b. Test procedures, performed by the Contractor, shall determine whether the equipment is fully operational and performing in accordance with the product representations contained in the Technical Statement (subject to Authority's approval) and description and those made by the manufacturers of the

equipment. The Authority, at its sole option and expense, may perform additional acceptance testing to verify that the equipment is installed correctly and functioning in accordance with the terms of the Contract. In the event that the Authority conducts tests on behalf of the Authority, the Contractor will be given advance written notification and will be afforded the opportunity to witness and observe the Authority's tests. Notwithstanding any Authority test(s), the Authority will be entitled to rely on results obtained and recommendations made by the Contractor regarding the operation and performance of new equipment. Testing by the Authority shall not relieve the Contractor of its obligations to test and determine that the equipment is properly installed, adjusted and functioning. Neither observations by the Authority nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform in accordance with this Contract.

c. During each thirty (30) consecutive day Acceptance Test period, the Contractor shall notify the Authority in writing within 24 hours (or sooner if other procedures require) of the occurrence of any downtime. Equipment downtime for each individual APM System will be computed according to the following guidelines:

1. Downtime will accumulate during any period when the component/equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.

2. Downtime (for this particular upgrade or component) will not accumulate if a failure occurs due to Force Majeure, or failure of other equipment associated with an APM System which may prevent equipment or components from functioning.

d. If no more than the cumulative total of hours (agreed to by the Authority and the Contractor prior to the test) of system downtime or component downtime occurs within the test period and no other unacceptable features are identified, the new equipment will be deemed to have passed the Acceptance Test.

e. If more than the agreed amount of system or component downtime occurs at any point during a thirty (30) consecutive day Acceptance Test, the Authority may, at its sole option, require the Contractor to conduct a new thirty (30) consecutive day Acceptance Test.

f. If more than the agreed maximum amount of system or component/ equipment downtime occurs during a thirty (30) consecutive day acceptance period, the Authority may elect to either:

1. Direct the Contractor to begin a new thirty (30) consecutive day Acceptance Test within seven (7) Calendar Days; or

2. Notify the Contractor that the specific modification or upgrade is not acceptable. The Contractor shall remove the failed new component, equipment or software. Title to failed item(s) will be transferred to the Contractor and the Authority will not be responsible for the condition of, or any loss or damage to, the said item(s).

3. Waive defect(s) and accept the item, if demonstrated operation of the equipment is such that reliable and efficient operation and performance of an APM System and the Warranty shall not be compromised. The Contractor shall bear all direct costs attributable to the Authority's evaluation of and determination to waive any defect to accept equipment (such costs to be approved by the Authority as to reasonableness and to include, but not limited to, fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs, the Authority shall be entitled to an appropriate negotiated DECREASE in the Contract Price. If the acceptance occurs after such recommendations, a written Change Order will be issued and an appropriate amount will be paid by the Contractor to the Authority.

2. Costs - The Contractor shall be responsible for all costs associated with the Acceptance Test(s) including the costs for any required independent tests or certifications (except as noted in paragraph 1.b, above).

3. Notice of Acceptance - If the new equipment, component or software passes the Acceptance Test, the Authority will provide written notice of acceptance within five (5) working days following the completed thirty (30) consecutive day Acceptance Test period and the receipt of an approved test report and revision to the Detailed Hazard Analysis.

4. Title: Risk of Loss - The Contractor shall confirm that title to any new upgrade(s) or modification component(s) of an APM System will vest in the Authority upon its installation and acceptance by the Authority.

5. Payment for System Upgrade Options - The payment for system upgrade options and other work will be made on an incremental completion basis for work completed and accepted as of the date of application for payment. A list of Contract Deliverables together with a Schedule of Values which will be mutually developed by the Contractor and the Authority and approved by the Authority will serve as the basis for progress payments. Payment will only be made for upgrade options and other upgrades and options shall be contingent upon the Authority's receipt of applicable revised "as-built" drawings, O&M manuals, technical data, and warranty documents.

3.25.2 Accommodation of Expansion Work

During the term of Phase 2, the Authority reserves the right to require the Contractor to accommodate work related to the extension or expansion of an APM System. The Contractor shall at all times cooperate with such expansion activities, and afford the expansion contractor(s) every opportunity to perform their work in the most efficient manner, consistent with the Authority's instructions and the operational requirements of the APM System.

If the expansion activities require a cessation or modification of APM System operations, such interruption of service will be classified as an "Exclusion" of time for the effected APM System and the Contractor will not be penalized therefor in the calculation of System Availability.

In the event that the expansion work requires a major reduction in APM Service, to the extent that the Contractor is able to avoid labor and material costs planned under this Contract, the Authority reserves the right to require a reduction in the Contractor's monthly payments for Phase 2. Such a reduction will be formalized through negotiation of a fair and equitable amount.

3.26 OPERATIONAL READINESS TESTING

During the term of Phase 2, the Contractor shall conduct operational readiness testing as specified herein.

3.26.1 Objective of Readiness Testing

Successful long-term operation of each APM System will require diligent effort by Authority and Contractor personnel to assure that a high level of operational readiness is maintained. During Phase 1, failure management design features and

operational procedures will have been developed for dealing with unplanned equipment and system outages and procedures were finalized for the Operations Plan. During the System Demonstrations, these system features and operational procedures were demonstrated as a condition of Final Acceptance of Phase 1. It is imperative that steps be taken to assure that the equipment and procedural skills developed for failure management not be allowed to diminish. Thus, the objective of these readiness testing requirements is to assure that a high level of readiness testing is maintained throughout the Phase 2 period. NFPA 130, Standard for Fixed Guideway Transit Systems, Emergency Procedures shall be used as a guide for these requirements.

3.26.2 Frequency of Readiness Testing

Except for the semi-annual systemwide drill (see Section 3.26.6) all of the readiness tests described in Sections 3.26.3, 3.26.4 and 3.26.5 shall be performed every three (3) months, throughout the entire Phase 2 term, including any extensions.

3.26.3 Testing of Operations Personnel

Central Control Operators and other Operations Personnel (Contractor and Authority provided or designated personnel previously trained by the Contractor) shall be given operational readiness tests every three (3) months to verify their knowledge of the proper failure management responses. As part of these tests, it shall be possible for the Contractor and/or Authority to create test situations, to which the person being tested must respond.

The results of each test shall be quantified, and a test score recorded. All Central Control Operator's test scores shall be provided to the Authority for evaluation and entered in the individual's permanent employment file. Where tests indicate a lack of proficiency on the part of the person tested, that person shall be provided with additional training and instruction. If, in the Authority's opinion, subsequent testing does not indicate improvement, the employee shall be removed from the position of Central Control Operator.

For other Operations Personnel who do not operate Central Control, the tests shall take the form of interviews/tests, in which the employee's knowledge of proper operational procedures including recovery and troubleshooting activities is determined in a real-time, interactive situation.

3.26.4 Testing of Maintenance Personnel

All Maintenance Personnel (Contractor and Authority designated personnel previously trained by the Contractor) whose duties involve responding to failure situations affecting passenger service shall be given operational readiness tests

every three (3) months to verify their knowledge of the proper failure management responses. These tests shall take the form of interviews/tests, in which the employee's knowledge of proper operational procedures is determined in a real-time, interactive situation. However, as part of this testing, the Contractor and/or Authority shall also create test situations to which the person being tested must respond. These tests shall include all aspects of failure response, including communications, physical response to different locations throughout the system, proper diagnosis/response procedures, and proper deployment of equipment.

The results of each test shall be quantified, and a test score recorded. All Maintenance Personnel test scores shall be provided to the Authority for evaluation and entered in the individual's permanent employment file. Where tests indicate a lack of proficiency on the part of the person tested, that person shall, at the direction of the Authority, be provided with additional training and instruction. If, in the Authority's opinion, subsequent testing does not indicate improvement, the employee shall be removed from his/her position in the maintenance organization.

3.26.5 Testing of Failure Operating Modes

Tests shall be conducted bi-monthly for each APM System to verify the proper operation of all of the Failure Operating Modes described in the Operations Plan. To avoid undue impacts on airport passengers, these failure modes shall be tested during off-peak hours. The results of all such failure mode tests shall be recorded in a test report and submitted to the Authority for review.

3.26.6 Systemwide Readiness Drill

At least twice per each year of Phase 2, a systemwide readiness drill shall be conducted for each APM System. This drill shall be jointly planned in advance by a Drill Committee composed of the Authority and at least two Contractor representatives one of which shall lead the Committee and organize the drill. The objective of the readiness drill shall be to simulate a significant outage of an APM which, if it were to occur in the real world, would necessitate response by not only the Contractor's APM personnel and Authority's APM personnel previously trained by the Contractor, but also the Authority's operations, maintenance, security and life safety personnel. Plans for the readiness drill shall include minimizing impacts on airport and APM system passengers.

During the drill, all responses by Contractor and any Authority-personnel shall be as realistic as possible, given drill conditions. Insofar as possible and at the discretion of the Authority, all airport-wide communications and physical response plans for dealing with an outage of each APM shall be tested. At the

discretion of the Authority, backup transportation modes (if provided) shall also be activated.

As part of the readiness drill, drill observers provided by the Contractor shall be stationed to monitor and evaluate the responses of the various drill participants. The observations and conclusions of these observers shall be written down and presented for evaluation by the Drill Committee. The Drill Committee shall be responsible for preparing a Drill Report, which shall present the results of the drill, identify any areas of deficiency, and recommend any new/revised training and testing procedures for the ensuing year to rectify noted areas of inadequate response.

3.27 OTHER PROVISIONS

3.27.1 AUTHORITY'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of Phase 2 Contract, the Authority may, after seven (7) Calendar Days written notice to the Contractor, and without prejudice to any other remedy, make good such deficiencies. In such case an appropriate deduction shall be made from the payments then or thereafter due the Contractor for the cost of correcting such deficiencies, including the cost of additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority within thirty (30) calendar days of written demand by the Authority.

3.27.2 CONTRACTOR'S QUALIFIED PERSONNEL, WARRANTY AND GUARANTY

All Work shall be performed only by competent and qualified personnel, licensed/certified to perform assigned work, under the supervision and employment of the Contractor. Contractor shall conform with Authority's reasonable requests regarding assignment of personnel, but all personnel, including any assigned by the Authority or at the Authority's request, shall be supervised by Contractor.

No Contractor personnel shall be removed or reassigned from the Airport site without prior consultation with the Authority at least thirty (30) days prior to any such removal or reassignment. In the event of an immediate removal or replacement of personnel, the Contractor shall provide written documentation of such removal or replacement. The Authority shall provide written concurrence, which concurrence shall not be unreasonably withheld. The Authority shall consider communication regarding any reassignment or removal of Contractor personnel to be confidential and the information shall not be disclosed to any third

parties unless such disclosure is required by court order or pursuant to Chapter 119 (Public Records) of the Florida Statutes.

Contractor shall immediately report any changes in the Contractor's approved Staffing Plan including any vacancies, and the Contractor's plans to rehire or backfill such vacancies.

Contractor represents and warrants that it is and will be at all times qualified and capable of performing every phase of the Work to complete the Work in accordance with the terms of the Contract Documents. Contractor warrants that all work and related services shall be performed in accordance with generally accepted professional standards of good and sound transit industry practices and all requirements of the Contract Documents. Subject to the last sentence of this paragraph, Contractor warrants that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, shall be of suitable grade of its respective kind for its intended use, shall be free from defects in design, engineering, materials, construction, installation and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Drawings and Specifications and all descriptions set forth therein, applicable construction and industry codes and standards, and all other requirements of the Contract Documents. Notwithstanding the foregoing, Contractor shall not be responsible for the negligence of others in the specification of specific equipment, materials, design parameters, means or methods of supply/installation, where that is shown and expressly required by the Contract Documents.

The Contractor warrants that the parts, materials and components used under this Contract shall be suitable for the purpose intended. Wherever possible, replacement parts shall be new and from the same manufacturer as the original parts. Where these parts are not available, the Contractor may provide rebuilt parts from the original manufacturer or use new parts from another manufacturer. In either case, such parts shall be equal or better, in quality and operation, than original parts and free from any and all defects. The Contractor also warrants that its employees or subcontractors shall be sufficiently skilled and licensed to produce quality repair, replacement, and maintenance work which is free of blemishes (surface defects) and flaws (internal defects). The Contractor further warrants that operations and maintenance methods and procedures employed on each APM System shall, in the past, have been proven to be suitable for the results expected. If the Contractor proposes to use an unproven and untried (1) operations or maintenance method or procedure or, (2) part, material or component, the Authority must be advised of that fact, in advance and in writing. The Authority may at its discretion permit experimentation, but it may require special guarantees of the Contractor to cover the work produced by the

new and untried method or the part, material, or component; however, the Contractor shall remain responsible for such.

The Contractor shall provide all of the labor, equipment, software, cabling, materials, appurtenances and components which are required to repair or replace any work which does not satisfy the quality of work warranty described above and shall replace and install any equipment, software, cabling, material, appurtenance or component which does not comply with the Contractor's warranty for a period of one (1) year after the repair or replacement is completed at no cost to the Authority.

3.27.3 RESPONSIBILITY FOR EQUIPMENT, PROPERTY AND RELATED CLAIMS

The Authority shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented, or loaned to Contractor by Authority. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend, and save harmless Authority and Authority's consultants and agents from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees, Authority or Authority's consultants' and agents' employees or third parties, or to property belonging to any of the above.

The Contractor shall be totally responsible for the design and installation of all temporary structures, such as shoring that may be required to perform the Phase 2 work. The Contractor shall also perform its work so as not to load or overload any structural, electrical, HVAC or any other system or component in any way that might endanger its present or future integrity or capacity.

The Contractor shall be totally responsible for the risk of loss or damage to any property owned by the Authority, its tenants or other third parties arising out of the negligent acts or omissions of the Contractor's officers, agents, employees or subcontractors. The Contractor shall forthwith repair, replace and make good any such loss or damage without cost to the Authority or, at the option of the Authority, the Contractor shall reimburse the Authority for the reasonable cost of such repairs and replacements which the Authority elects, in its sole discretion, to perform.

The Contractor shall be totally responsible for the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Authority or Authority's consultants and agents for loss or damage to any property of subcontractors, material-men, workmen, and others performing work for the

Contractor, occurring at any time prior to completion or removal of such property from Authority premises or the vicinity thereof.

3.27.4 LIQUIDATED DAMAGES AND ACTUAL DAMAGES DUE TO DOWNTIMES

The Contractor agrees that in the event the operation and maintenance services are not provided or inferior to that specified under the Contract, the Authority will suffer damages that will be impracticable or extremely difficult to determine and the Authority may deduct a sum, computed in accordance with Appendix A to these O&M Provisions hereof, as liquidated damages from any money due to Contractor. The parties agree that such deductions are not a penalty, but rather liquidated damages fairly representing the damage done to the Authority's reputation, goodwill and the expectations of its visitors for the downtime indicated because of failure to deliver to the Authority the required services for such time.

Separate from the liquidated damages in Appendix A, if service of both lanes of either Airside 2 and/or Airside 4 APM system(s) are interrupted for more than fifteen (15) minutes due to APM system downtime or failures and the Authority is required to implement its contingency plan, the Contractor shall be assessed all actual costs incurred by the Authority in mobilizing alternate transportation service for passengers (e.g., bussing operations, consultant fees, and other direct costs), indemnification claims, and additional liabilities to tenants, airlines and others.

All such liquidated damages and costs will be withheld from the Contractor’s monthly payment as specified in OMS Section 3.22.3.

3.27.5 TERMINATION

In the event Contractor fails to perform any of its material obligations under the Contract, the Authority may terminate the Contract, or any portion thereof, and the Contractor’s rights hereunder. Termination shall be effective on the date that the Authority specifies in its written notice to the Contractor. No new work shall be undertaken after the specified date of termination. In the event of such termination, Contractor shall be paid for its services under the Contract, up to the date of termination, that have been performed to the satisfaction of the Authority, except that the Contractor shall not be entitled to any anticipated profits for any work not performed.

Before the Contract is terminated for default by Contractor, the Contractor and its Surety will be notified in writing by the Authority of the conditions which make termination of the Contract imminent. The Contract will be terminated by the Authority ten (10) days after said notice has been given to the Contractor and its Surety. Unless a satisfactory effort acceptable to the Authority has been made by the Contractor or his Surety to correct the conditions, the Authority may declare

the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

The Authority reserves the right, in lieu of termination for default, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied.

In the event the Authority exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions, including pay for the costs of any alternative services to any APM System's operations and maintenance. If the Surety fails to act promptly, but no longer than ten (10) Calendar Days, the Authority may exercise any of its other options and the Contractor and Surety shall be jointly and severally responsible for all costs of damages and cures. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract for default shall be considered or paid.

Authority may terminate the Contract, or any portion thereof, for Authority's convenience and without cause at any time by giving Contractor at least one hundred and eighty (180) Calendar Days written notice of such termination. In the event of such termination, Contractor shall be paid for its services that have been performed to the satisfaction of the Authority under the Contract, up to the date of termination. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract for Authority's convenience shall be considered or paid.

By the date of termination, for whatever reason, all of the conditions specified in OMS Section 3.22.4 shall have been met; provided, however, the item number 4 requirement regarding repairs, scheduled maintenance and schedule overhauls will not apply when the Contract is terminated for convenience by the Authority. In the event that any of these conditions have not been met, an amount of money equal to the cost of meeting such conditions shall be deducted from compensation, if any, due the Contractor under this Section. To the extent that such exceeds the compensation due the Contractor, such differential shall be paid by the Contractor to the Authority within thirty (30) Calendar Days after the date of termination.

After receipt of a Notice of Termination, and except as otherwise directed by the Authority, the Contractor shall:

1. Discontinue performance under the Contract on the date specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of services to the date of termination.

3. To the extent, manner and time, as directed by the Authority, in his sole discretion, assign to the Authority all of the rights, title, and interest of the Contractor under any outstanding orders for any materials including tools, maintenance and test equipment, spare parts, spare equipment, expendables, and consumables and existing subcontract agreements.

4. Deliver to the Authority, to the extent, manner, and time as directed by the Authority, in his sole discretion, the completed, or partially completed documents, information, and other property which, would have been required to be furnished to the Authority had the Contract not been terminated.

5. Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to the Contract which is the possession of the Contractor and in which the Authority has or may acquire an interest.

Upon termination of the Contract, Contractor shall submit an invoice to Authority for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no event shall the compensation paid for the month in which termination occurs be greater than the scheduled Monthly Payment prorated for the actual number for days in said month that Services were satisfactorily provided, plus any other amounts due under the Contract as provided by OMS Section 3.11. Upon approval of the invoice by the Authority and payment of this invoice by Authority, Authority will be under no further obligation to Contractor monetarily or otherwise.

3.27.6 PROPRIETARY OR CONFIDENTIAL INFORMATION OF AUTHORITY

Contractor understands and agrees that, in the performance of the work or services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed to Contractor will be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data, including requiring its employees and agents to sign confidentiality statements.

3.27.7 OWNERSHIP OF RESULTS AND TITLES TO MATERIALS

All materials to become part of each APM System including but not limited to, spare parts, equipment, expendables, and consumables inventory shall be and become the property of the Authority upon delivery or upon being especially adapted for use in or as part of an APM System, whichever may first occur.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of the Authority.

Notwithstanding anything contained in this Contract to the contrary, Contractor shall retain ownership of all proprietary information and data for services performed and work produced in the performance of the Contract and the Contractor by executing this contract hereby grants the Authority a royalty-free, non-exclusive, perpetual license to use such proprietary information and data for the purpose of repairing, operating and maintaining each APM System.

3.27.8 SUBCONTRACTING

Contractor is prohibited from subcontracting the Contract or any part of the Phase 2 Services without the express written approval of the Authority. Approval shall not be construed to create a contractual relationship of any kind between the Authority and subcontractor. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

3.27.9 AUTHORITY ASSIGNMENT

The Authority shall have the unilateral right to assign this Contract. All terms and conditions of the Contract shall remain unchanged except as may be negotiated otherwise between Assignee and the Contractor at the sole discretion of the Assignee.

3.27.10 ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

Should any question arise as to the meaning and intent of the Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Authority who shall decide the true meaning and intent of the Contract.

3.27.11 FORCE MAJEURE

Neither Authority nor Contractor shall be liable for any failure to perform the Contract to the extent that such failure is caused by a Force Majeure event. A "Force Majeure" event is an event that (i) in fact renders performance of the Contractor's obligations impossible, and (ii) is beyond the reasonable control of the Contractor, and (iii) is not due to an intentional act, error, omission, or negligence of the Contractor, and (iv) could not have reasonably been foreseen and prepared for by the Contractor at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, sabotage, explosions, embargo restrictions, quarantine restrictions, acts or failures to act on the part of governmental authorities including changes in the law and court orders, strikes, floods, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, failure of equipment, labor or materials supplied by the Contractor, receipt of and incorporation of defective materials into the Work, failure of suppliers to deliver equipment and materials except where such failure is itself the result of a Force Majeure event, failure of the Contractor to secure the required permits for prosecution of the Work, or other abnormal inclement weather.

If the Contractor's performance of its obligations is prevented by an event believed by the Contractor to be Force Majeure, the Contractor shall immediately upon learning of the occurrence of the event, but in no case no less than three (3) days thereafter, give to Authority written Notice (i) of the occurrence of the event, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Work, (iv) of the anticipated period of the event, and (v) of what course of action the Contractor plans to take in order to mitigate the detrimental effects of the event. The Contractor's timely delivery to Authority of the Notice of the occurrence of a Force Majeure event is a condition precedent to excusing the Contractor's performance due to a Force Majeure event; however, receipt of such Notice by Authority shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure. The burden of proof of the occurrence of a Force Majeure event shall be on the Contractor. Failure to give such Notice promptly and within such time limit may be deemed sufficient reason for not excusing the Contractor's performance.

If in the opinion of the Authority the event was a Force Majeure event, the Contractor will not be liable for performance and the Authority may make equitable adjustments to the payments that are otherwise due hereunder.

3.27.12 CLAIMS BY CONTRACTOR

3.27.12.1 GENERAL

Should it appear to the Contractor that the Phase 2 Services to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any

questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the Authority within five (5) working days of determining the deficiency. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Contract Documents shall be referred to the Authority for interpretation.

Should any dispute arise under the Contract respecting the true value of any Services performed, of any Services omitted, of any extra Services which the Contractor may be required to perform, time extensions, respecting the size of any payment to the Contractor during the performance of the Contract, or of compliance with Contract provisions, said dispute shall be decided by the Authority. If the Contractor should disagree with the Authority's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the disputed Services to final completion. The provisions of this paragraph survive termination or completion of this Contract. Contractor shall bear all costs incurred in the preparation and submission of a claim.

"Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract by submitting a separate claim in compliance with Contract claim submission requirements.

3.27.12.2 PROCEDURE

The following procedures shall be followed:

1. Should any clarification or determination, or any other event, in the opinion of the Contractor, exceed the scope of the Contract Documents, then the Contractor and the Authority shall make

good faith attempts to resolve any and all such claims and disputes. Before commencing the disputed Phase 2 Services, the Contractor must file a written protest with the Authority stating clearly and in detail its objection and reasons for contending the Services or interpretation is outside the requirements of the Contract Documents. If a written protest is not issued within this time period, or if the Contractor proceeds with the Services without first having given the notice required by this paragraph, the Contractor shall waive its rights to further claim on the specific issue.

2. The Authority will review the Contractor's timely written protest and provide a decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Services required of it to be outside of the requirements of Phase 2, it shall so notify the Authority, in writing, within seven (7) Calendar Days after receiving the decision, that a formal claim will be issued. Within thirty (30) Calendar Days of receiving the decision, the Contractor shall submit its claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Failure to furnish notification within seven (7) Calendar Days and all justifying documentation within thirty (30) Calendar Days will result in the Contractor waiving its right to the subject claim.

3. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, the Authority or its designee will review the issue and render a final determination.

3.27.12.3 CERTIFICATION

The Contractor, under penalty of perjury under the laws of the State of Florida, shall submit with the claim its and its subcontractors' certification that:

1. The claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the Authority is liable.

4. The claim is certified and accompanied by a certified final Proposal tabulation in accordance with all applicable Federal, State, City of Orlando and other local codes.

If the Contractor is an individual, the certification shall be executed by that individual; if the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

If a false claim is knowingly submitted, the Authority will be entitled to civil remedies as set forth in the Florida civil statutes. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

In regard to any claim or portion of a claim for subcontractor Services, the Contractor shall fully review said claim and certify said claim, under penalty of perjury under the laws of the State of Florida, to have been made in good faith.

Failure to furnish certification as required hereinbefore will result in the Contractor waiving its right to the subject claim.

3.27.12.4 CLAIM FORMAT

The Contractor shall submit the claim justification in the following format:

1. Cover letter and certification.
2. Summary of claim including:
   a. Underlying Facts.
   b. Entitlement.
   c. Quantum Calculations.
   d. Contract Provisions Supporting Relief.
3. List of documents relating to claim:
   a. Contract Requirements.
   b. Drawings.

c. Clarifications/Requests For Information.

d. Correspondence.

e. Schedules.

f. Other.

4. Chronology of Events and Correspondence.

5. Analysis of Claim Merit.

6. Analysis of Claim Cost.

7. Attachments: All documents listed in 3. above.

3.27.12.5 EXCLUSIVE REMEDY

Contractor's performance of its duties and obligations specified in this Section and submission of a claim as provided in this Section shall be Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract terms or other contractual or tort relief arising from the Contract, notwithstanding the completion, termination, suspension, cancellation or rescission of the Services or this Contract, negligence, strict liability or any other tort by the Authority, its representatives, consultants or agents, or Authority's assignment of the Contract, or for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements.

With respect to potential claims, it is the intention of the Authority to have knowledge of them before disputed Services are performed, to review them as the Services are being performed, to consider their impact on budgets and other affected matters, and to reach reasonable and prompt resolution of them. Therefore, compliance with the notice and claim submission procedures described in this OMGC Article 5.5 is a condition precedent to the right to commence litigation, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this OMGC Article 5.5 may be asserted in any subsequent litigation, or legal action.

Notwithstanding the foregoing, Contractor agrees that the Authority, at its election may initiate non binding dispute resolution procedures to resolve any dispute which arises under this section.

3.27.12.6 SUBMITTING FALSE CLAIMS, MONETARY PENALTIES

This Contract is subject to the Florida State Statutes with regard to false claims. The successful proposer shall maintain a final proposal (bid) takeoff; that is, the final estimate, tabulation, or worksheet prepared by the proposer in anticipation of the proposal submitted and which will reflect the final proposal price. The final proposal takeoff shall contain a line item for allocation of overhead costs. The final proposal takeoff is a condition precedent to submitting a claim under the Contract. Any violation may result in sanctions provided for in the ordinance.

* * * * * * * END OF PHASE 2 SPECIFICATIONS * * * * * * *

OPERATIONS AND MAINTENANCE
PHASE 2 SPECIFICATIONS

APPENDIX A

DETERMINATION OF PHASE 2 MONTHLY PAYMENTS

A.1 MONTHLY PAYMENTS

For performance of the Services and Work specified in the Phase 2 Specifications, the Contractor shall be paid an Average Monthly Payment equal to one-twelfth (1/12) of the lump sum annual price for the current year of Phase 2 for each APM System, adjusted as specified in OMS Section 3.22.1, except that Years 1 and 2 of the initial ten (10) year period will be paid based on the staged implementation of each completed APM System. The Average Monthly Payment for any partial month shall be prorated for the number of days in the month that the APM System is actually operated according to the System Operations Plan for each APM System. The Average Monthly Payment for each individual APM System shall be increased or decreased as provided in Section A.2 and A.3 below and reduced by any amounts withheld in accordance with OMS Section 3.22.3. Invoices shall be prepared and submitted, and payments made in accordance with OMS Section 3.22.3.

For the purpose of calculating Average Monthly Payment for each APM System (Airside 2 and Airside 4), an equal split (i.e., 50% for each Airside) of the Total Annual Labor and Material amounts provided with Form OMP shall be used. Economic price adjustments shall apply in accordance with OMS Section 3.22.1.

A.2 SYSTEM SERVICE PERFORMANCE REDUCTIONS

System Service Performance Reductions shall be calculated independently for each APM System (Airside 2 APM and Airside 4 APM) provided during Phase 1.

For any calendar month of Phase 2 that an APM System does not achieve at least a System Service Availability (A) of ninety-nine and one-half percent (99.5%), as specified and calculated in accordance with OMS Section 3.16, a Payment Factor shall be applied to the Contractor's Average Monthly Payment to decrease the amount to be paid for that month. Decreases of the Average Monthly Payment for not providing the required service performance cannot be made up. The Payment Factors shall be as follows:

SYSTEM AVAILABILITY (A in %)	PAYMENT FACTOR (PF)
A = 99.50 to 100	PF = 1.000
A = less than 99.50	PF = 1 - 0.0982(99.50 - A)

System Service Availability shall be calculated independently for each APM System (Airside 2 APM

and Airside 4 APM).

Service Availability (A), in percent, shall be calculated to two decimal place accuracy and the appropriate Payment Factor (PF) calculated from the above formula to three decimal place accuracy.

Should an APM System not achieve a System Service Availability of at least 99.50 % in any calendar month of Phase 2, then the amount to be paid to the Contractor for that month for that APM System shall be the Monthly Price for that month multiplied by the appropriate Payment Factor.

For each APM System, additional deductions in the payments shall be made for exceeding the downtime limits defined in OMS Section 3.16.5.1. The total reduction of payment due to exceeding such downtime limits shall be limited to five percent (5%). These downtime limits shall be prorated by the ratio of the number of days in the respective month to thirty (30) Calendar Days. The following deductions from the Average Monthly Payment shall be applied per each downtime event in excess of the specified limit.

Airside 2 APM Length of Service Mode Downtime Event	Maximum Number of Downtime Events	Percent (%) Deduction per Downtime Event Exceeding Maximum
1. Less than or equal to one (1) minute	150	0.035
2. Greater than one (1) minute and less than or equal to ten (10) minutes	30	0.382
3. Greater than ten (10) minutes and less than or equal to twenty (20) minutes	2	1.042
4. Greater than twenty (20) minutes and less than or equal to forty-five (45) minutes	1	2.257
5. Greater than forty-five (45) minutes	0	3.125

Airside 4 APM Length of Service Mode Downtime Event	Maximum Number of Downtime Events	Percent (%) Deduction per Downtime Event Exceeding Maximum
1. Less than or equal to one (1) minute	150	0.035
2. Greater than one (1) minute and less than or equal to ten (10) minutes	30	0.382
3. Greater than ten (10) minutes and less than or equal to twenty (20) minutes	2	1.042
4. Greater than twenty (20) minutes and less than or equal to forty-five (45) minutes	1	2.257
5. Greater than forty-five (45) minutes	0	3.125

A.3 MAINTENANCE WORK NEGLECTS AND DEFICIENCIES

In addition to the Service Reductions of Section A.2, if the Contractor neglects to carry out the Work in accordance with the Contract Documents and fails to maintain in good working order all Operation System equipment in accordance with the accepted Maintenance Manuals, the Authority will deduct from monthly payment the following for each Airside if after seven (7) Calendar Days written notice, the Contractor fails to correct the noted maintenance neglects and/or deficiencies until such deficiencies have been corrected. The total reduction of payment shall be limited to five percent (5%) and this limitation shall be separate from A.2 mode downtime limit cap.

1. Audio Communications Equipment - $500 per day.
2. Video Surveillance Equipment - $500 per day
3. Station Passenger Information Equipment - $500 per day

Audio communications equipment shall include:

- Public Address System
- Telephone System
- Maintenance radio System.

Video Surveillance Equipment shall include:

- All cameras, excluding the Authority's cameras on the guideway
- Servers
- Other ancillary equipment

Station Passenger Equipment shall include:

- Dynamic Signage

* * * * * * * END OF APPENDIX A TO PHASE 2 SPECIFICATIONS * * * * * * *

OPERATIONS AND MAINTENANCE
PHASE 2 SPECIFICATIONS

APPENDIX B

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this _____ day of, _____ 20___ by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred as "Authority"), and _____ ("Contractor"), whose place of business is at _____.

RECITALS

1 Authority and Contractor entered into Contract No._____ at Orlando International Airport, Orlando, Florida, dated _____.

2. The Work under Contract No._____ has been completed.

Now, therefore, it is mutually agreed between the Authority and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed payment reductions except as detailed below:

Original Contract Price	$_____
Modified Contract Price	$_____
Payment to Date	$_____
Payment Reductions	$_____
Payment Due Contractor	$_____

2. Subject to the provisions hereof, Authority shall forthwith pay to Contractor the sum of _____ Dollars and _____ Cents ($_____) under Contract No. less any amounts represented by Notice to Withhold Funds on file with the Authority, as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no claims in dispute against Authority arising from the performance of work under Contract No._____, except for the claims more fully discussed in Paragraph 4 ("Disputed Claims").

4. The following claims are disputed and are specifically excluded from the operation of this Agreement and Release:

   Description of Claim — Amount of Claim

   [include attachment if necessary]

5. Contractor hereby agrees that in consideration of the payment set forth in Paragraph 2, Contractor hereby releases and forever discharges the Authority, all its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract including claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if know by him, must have materially affected his settlement with the debtor.

6. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the Authority arising from the performance of the Work under Contract No. _____, except for the Disputed Claims expressly set forth in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the Authority and all its respective agents, employees, consultants, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4.

7. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

8. Contractor shall immediately defend, indemnify and hold harmless the Authority and all of its agents, employees, inspectors, consultants assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's subcontractors and/or suppliers and/or Contractor for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of Authority shall survive completion of the Work or termination of Contract, and execution of this Release.

AUTHORITY:
Greater Orlando Aviation Authority

By:_____ (name and title)

CONTRACTOR:

_____

By:_____ (name and title)

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

* * * * * * * END OF APPENDIX B TO PHASE 2 SPECIFICATIONS * * * * * * *