



MEMORANDUM

Missouri Department of Transportation

St. Louis District

TO: Eric Schroeter
State Design Engineer

CC: Jim Smith – de
Jon Nelson - tr

FROM: Jeanne Olubogun
SL District Traffic Engineer

DATE: 05/29/2015

SUBJECT: MoDOT SL District Transportation Management Center (TMC)
TransSuite Central Signal System Integration Project J6Q3088B
Proprietary Item Certification (TransSuite TCS Software)

To ensure integration of our upgraded Central Signal System, the J6Q3088 job, SL District requests approval of a Proprietary Item Certification (PIC) for TransCore ITS, LLC to stage, install, integrate, configure, test and accept this upgraded Signal System. TransCore is the developer and manager of this software purchased by MoDOT in 2011 (please see attached memo) which currently communicates with more than 130 signals in the district. J6Q3088 and this accompanying J6Q3088B job are to enable the TCS software to communicate with nearly all the rest of the district's approximately 1000 signals.

MoDOT has made a significant investment towards maximizing the benefits of TransCore's entire software package. The experience has been positive and enhancements to the software have improved MoDOT's ability to operate and manage traffic. The upgrade of the rest of the district to the Traffic Control System would complete the full usage of the package.

We request your approval for a Proprietary Item Certification for the following reasons:

- MoDOT certifies the System Integration is essential for the operation of the Central Signal Database upgrade of the accompanying J6Q3088 job.
- MoDOT certifies that no desirable or economical alternatives exist. Another vendor unfamiliar with the TransSuite TCS package would not be feasible. And to deploy a new arterial management software would be more costly than continuing to build on the existing software.
- Deploying a new Central Traffic Signal System software would eliminate previous investments and enhancements to the existing TransSuite software.
- Deploying a new Central Signal System software requires operators to be retrained, devices to be reintegrated, and new practices to be put in place. This creates unnecessary inefficiencies in the TMC operation. Without the proper Integration operators would not be able to utilize the software.

- It is not feasible to solicit services from another vendor to support and maintain TransCore's TransSuite Traffic Control System.

Therefore, it is recommended that TransCore ITS LLC Firm provide the System Integration services for SL District Central Signal System for this contract anticipated to be let in August 2015. Approval of this request at your earliest convenience would be appreciated.

I concur that, in accordance with the requirements of 23 CFR 635.411(c) this proprietary item through this sole source, is in the public interest.

Approved by:

Eric Schroeter, State Design Engineer

Date

Federal Highway Administration

Date

DEC 07 2011

MHTC Contract Submittal Form

This form should travel with the contracts. **(Cover letter and emails unnecessary.)**
Note to Districts: Please route through respective Division for execution by management in Central Office.

Date: ~~5/11/11~~ To: ~~Ardita Roark - CCo~~ From: ~~Sandra Riley 522-2002~~

Date: ~~12-9-11~~ To: ~~Sandy Riley - de~~ From: ~~A. Roark - cco~~

Date: ~~12/15/11~~ To: ~~Pam Harlan - CS~~ From: ~~Bryan Harlan - CCo~~

Date: _____ To: _____ From: _____

Date: 12-16-11 To: Sandy Riley - DE From: Dana Kaiser CS

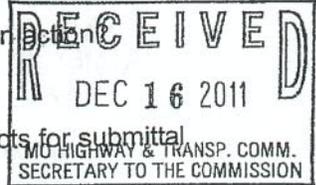
Type of Agreement: DE01-FA
 Contract With Whom: TransCore

Job/Project
 Number:
6Q2347

Contract
 Amount \$3,375,440.08

Route: Various County: Various

I. **Specific MHTC Authority:** Was this agreement approved by specific Commission Action?
 Yes No
 If Yes, date approved _____



If you answered "yes" to this question, skip remaining questions. Attach to contracts for submittal.

II. **Delegation of Authority Policy:**
 To view the policy, go to Intranet, Commission, Policies – Execution of Documents Policy

III. **Delegation Letter:**
 Attach delegation letter if someone other than individuals listed in A3 of the policy will be signing the contract.

Check and complete the lettered section below (only one), which cites the authority for execution of this document.

- B. Statewide Transportation Improvement Program (STIP)
 Type of Contract: 4. Consultant Contracts
- C. Operating Budget
 Type of Contract: Click Arrow for Options
- D. Funds Transfers and Reimbursement Agreements
 Type of Contract: Click Arrow for Options
- E. Conveyance of Commission Assets
 Type of Contract: Click Arrow for Options
- F. Commission Use of Private and Other Public Assets
 Type of Contract: Click Arrow for Options
- G. Operations
 Type of Contract: Click Arrow for Options
- H. Administrative Settlements
 Type of Contract: Click Arrow for Options

COMMENTS/SPECIAL INSTRUCTIONS:

CCO Form: DE01-FA
Approved: 07/99 (DPP)
Revised: 02/11 (AR)
Modified:

Project Design Consultant Agreement
Route: Various
County: Various
Job No.: J6Q2347

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PROJECT DESIGN CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)**

THIS AGREEMENT is entered into by TransCore ITS, LLC
(hereinafter, "Consultant") and the Missouri Highways and Transportation Commission
(hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Consultant to perform professional services in the preparation of an Advanced Transportation Management System (ATMS) software for Route various, various County, from n/a to n/a, designated as Job No. J6Q2347.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for the development and implementation of an Advanced Transportation Management System (ATMS) software.

(B) The specific services to be provided by the Consultant are set forth on Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Commission will provide the Consultant with the specific items or services set forth on Exhibit II to this Agreement, titled "Services Provided by the Commission," which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit I.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings

and public hearings shall be defined in Exhibit I.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Commission, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Commission in preparing the Commission's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Commission by the Consultant will be compensated at an amount or rate negotiated between the Commission and the Consultant as will be identified in a separate agreement between the Commission and the Consultant. To the extent the assistance given to the Commission by the Consultant was necessary for the Commission to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Commission to the Consultant will be reimbursed to the Commission.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
n/a	n/a	n/a	\$0	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those

services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
Network Integration Services, Inc.	17795 W.106 th St. Suite 200 Olathe, KS 66061	System hardware and COTS Specification, configuration, and hardware procurement support

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be

reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Commission as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$ 319,429.40, except that the combined costs and fee will not exceed a maximum amount payable of \$ 3,375,440.08 which is shown in Exhibit III, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit an invoice for services rendered to the Commission not more than once every month. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission will, as soon as practical, but not

later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's receipt of the Consultant's invoice. The Commission will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(D) The current schedule contemplates that TransSuite® will be fully installed and operational no later than March 31, 2012 such that the legacy system provided by Delcan's iNET can be turned off on that date. Subject to the provisions of Article (11) Period of Service contained herein, should the Consultant not meet that date, the Commission shall reduce the Consultant's maintenance service allowable fees by the sum of \$2,300 per day for every day beyond March 31, 2012.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit IV, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit IV of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.
2. The Commission's persistent failure to make payment to the Consultant in a timely manner.
3. Any material contract breach by the Commission.

(13. Part I.) OWNERSHIP OF TRANS SUITE® SOFTWARE, COTS SOFTWARE, DATABASES, WEB PORTALS, REPORTS, DRAWINGS AND DOCUMENTS:

(A) TRANS SUITE® software shall be provided in accordance with Exhibit V to this Agreement, titled " TRANS SUITE® SOFTWARE LICENSING AGREEMENT," which is attached hereto and made a part of this Agreement.

(B) COTS (Commercial Off the Shelf Software) shall be provided in accordance with their specific licensing agreements. The Commission will be made a licensee, as appropriate.

(C) All deliverables, excluding the above-mentioned software, databases, web portals, reports, drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Commission upon suspension, abandonment, cancellation, termination or completion of the Consultant's services hereunder; provided

1. The Consultant shall have the right to their future use with written permission of the Commission;
2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files and any other proprietary property; and
3. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(D) TransCore shall indemnify, defend, and hold harmless the, Commission from and against any and all claims, actions, demands, liabilities, losses, fees, costs,

and expenses (including, reasonable defense costs and legal, accounting and other expert, consulting or professional fees), as such are incurred, for or by reason of any infringement of any patent or copyright, or other rights of any third party, or any trade secret disclosure or misappropriation, arising from or related to the ATMS and Website Material or the operation and utilization of the ATMS and Website Material under this Agreement (hereafter collectively referred to as "Infringement Claims"). Any legal defense pursuant to TransCore's indemnification obligations under this paragraph shall be conducted by TransCore and performed by counsel selected by TransCore. Notwithstanding the preceding sentence, the Commission shall have the right to participate in any such defense at its sole cost and expense, except that in the event TransCore fails to provide the Commission with a full and adequate defense, as required by law or this Agreement, the Commission shall be entitled to reimbursement for all such costs and expenses. TransCore shall have no obligation to the Commission under this paragraph if any Infringement Claim is caused by use by the Commission of the ATMS and Website Material other than in accordance with the specifications and other applicable Documentation, as provided herein.

(E) The Consultant acknowledges that certain information exchanged and generated pursuant to this Agreement may be confidential and not suitable for publication. The Consultant agrees to maintain confidence and to prevent the disclosure thereof to others of such information that is protected by 23 U.S.C. Sec. 409. The Consultant agrees that neither the Consultant nor any of its employees, agents, or Subconsultants shall use any of the confidential information for any purpose whatsoever, other than to complete this Agreement. The Consultant agrees that neither the Consultant nor any of its employees, agents, or Subconsultants shall keep any copies of the information provided by the Partnering Agencies protected by 23 U.S.C. Sec. 409.

(13. Part II.) COPYRIGHTS AND PATENTS

(A.) Copyrights and Patents

A. Copyrights. Commission, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Commission, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by

reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Chief Engineer."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor – Subconsultant

(B) Excluding those items expressly detailed in 13. Part I above, the Commission may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Commission and the Commission shall use same at its sole risk and expense; and (2) the Commission shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 142 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the

Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud and appealable only as provided in section 142 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Commission as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Commission for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000,

each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit I to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with

the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth

what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of

a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Ed Hassinger, P.E.
District Engineer
Missouri Department of Transportation
1590 Woodlake Drive
Chesterfield, Missouri 63017
Telefax No.: 573-522-6475
Telephone No.: 314-275-1500

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Blake Hansen, P.E., PTOE
Senior Associate
TransCore
408 East Bannister Road
Kansas City, MO 64131-3010
Telefax No.: 816-363-0556
Telephone No.: 816-444-3345

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have

authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least twenty five thousand dollars (\$25,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: In the event of a conflict or inconsistency between any of the below referenced Exhibits and the terms of this Agreement, the terms of this Agreement shall prevail and take priority over the provisions of any of the Exhibits. The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Scope of Services.

(B) Exhibit II: Services provided by the Commission.

- (C) Exhibit III: Estimate of Costs.
- (D) Exhibit IV: Schedule.
- (E) Exhibit V: TRANSUITE® Software License Agreement
- (F) Exhibit VI: [Specify].

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

TRANSCORE

By: Robert G. Beall

Title: S. V. P.

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant the 22nd day of NOVEMBER, 2011.

Executed by the Commission the 16 day of December, 2011.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: [Signature]
Title: Chief Engineer

ATTEST: (Commission seal)

[Signature]
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]
Commission Counsel

TRANSCORE

By: [Signature]
Title: VICE PRESIDENT



ATTEST: (Consultant seal, if existing)

By: [Signature]
Title: DIVISION CONTROLLER

APPROVED AS TO FORM:

By: _____
Title: _____

Missouri Department of Transportation

Gateway Guide ATMS Improvement Project

Core System Replacement and Support

Scope of Services

Project No. J6Q2347

Exhibit -1

Prepared for:



Missouri Department of Transportation
14301 South Outer 40 Road
Chesterfield, Mo 63017

Prepared by:

TRANSCORE.

TransCore
2511 N. 124th Street
Suite 205
Brookfield, WI 53005
(262) 510-2371

September 1, 2011
Version 1.4

Document Revision History

Revision #	Date	Purpose
1.0	Aug-9-11	Initial draft version
1.1	Aug-10-11	Incorporated Larry Henson's comments
1.2	Aug-11-11	Incorporated Blake Hanson's comments
1.3	Aug-23-11	Mtg. 8-19-11 comments incorporated
1.4	Aug-25-11	Mtg. 8-25-11 comments incorporated

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Through this contract, TransCore will provide technical services to St. Louis Gateway Guide to install and integrate TransCore's TransSuite® ATMS software. Included in these services are identification of Gateway Guide-specific functional requirements, software design and modification to implement the Gateway Guide-specific functional requirements, software installation, integration, and testing at the Gateway Guide TMC with the Gateway Guide field equipment. In addition, TransCore will provide operational support and software to maintain, refine, and continually improve the services provided to Gateway Guide's customers and partners. This document defines a high-level scope of work to be provided through this contract.

Many high level enhancements have been discussed. The 1st production (note this is subsequent to the first test installation) installation is intended to replace the existing system's functionality as follows:

- ~~1. Event Management for incidents, roadwork, special events, and motorist assist actions~~
- ~~2. Sensor data processing from RTMS X3 units, traffic.com server, and Sensys server~~
- ~~3. CCTV control including pan/tilt/zoom of NTCIP compliant cameras~~
- ~~4. CCTV viewing via VLC~~
- ~~5. Control of BARCO video wall hardware elements~~
- ~~6. DMS control for NTCIP compliant signs~~
- ~~7. Push sensor data feed to ASTI for variable advisory speeds~~
- ~~8. Push and pull data feed to IDOT~~
- ~~9. Push sensor data feed to traffic.com~~
- ~~10. Push event and sensor data feed to the public web site and basic social media, email, and SMS services.~~
Modified to pull data from ORCI to Data Portal
11. Interface to provide event and sensor data to the Open Roads performance measures system.
- ~~12. Initial thin client web interface for users outside of the TMC~~
- ~~13. Weather Radar~~
- ~~14. Motorist Assist Logging (as part of Event Management)~~
15. TransCore's existing automatic incident detection Available but not activated

Other items that have been discussed and may be included in subsequent installations include the following:

1. MoDOT TMS Data Maybe phase 2
2. Statewide CCTVs and DMS Phase 2
3. ITS Maintenance Management Phase 4
4. System Health Monitoring Phase 2 - but only DMS, VDS, CCTV,
5. Inventory Management Phase 4
6. Interfacing to Signal Systems TBD
7. Tunnel Integration Phase 3
8. Automated Vehicle Locations - Phase 2

9. Roadway Weather Information System Phase 4
10. Interface to Computer Aided Dispatch Systems Phase 2
11. Reversible Lanes, Lane Use Signals Indefinitely on hold - Reversible only part of response plan
12. Variable Advisory Speed device control Phase 2
13. Bluetooth detector system both permanent and temporary devices Phase 3
14. Configure and provide video feeds for partners outside of existing 3rd party providers Phase 6
15. IDOT incident feeds and restoring access to IDOT video feeds Incidents included in Ph1 Video in Phase 3
16. Portable CMS/DMS support Ph2 for MoDOT owned signs
17. Smart Work Zone vendor interface support Phase 5
18. Video recording through operator stations Phase 2 - scheduled recording
19. Advanced incident detection per lane, algorithm development Phase 2
20. Statewide traveler information services provided by vendors not currently under contract with MoDOT and 511 interfaces. XML feed already provided

1 PROJECT ADMINISTRATION, TRACKING AND CONFIGURATION MANAGEMENT

1.1 Project Administration

In this task, TransCore will perform project management and tracking activities for the Gateway Guide ATMS Program.

1.1.1 Management Plan

TransCore will develop a project schedule utilizing the Critical Path Method (CPM) for schedule control of the software development effort included in this Scope of Services. The overall effort will be segregated into logical detailed work items, each with a defined end-product. Once these project activities have been defined, their relationships will be identified, start and end dates set, and budget controls established. The management plan will be used to track progress of the work from beginning to end.

1.1.2 Meetings

To keep Gateway Guide informed of Gateway Guide ATMS project status and to gain their input to the project, the Contractor will organize, prepare agenda, and conduct bi-weekly project management meetings, or as needed. The purpose of these meetings will be to discuss progress of the Gateway Guide ATMS work in terms of schedule and budget, to discuss any technical issues that arise, and to discuss comments on deliverables. Following each meeting, TransCore will prepare and distribute minutes.

1.1.3 Progress Reports

TransCore will prepare and submit to Gateway Guide on a monthly basis a Progress Report in a format approved by Gateway Guide. These progress reports will be submitted with the TransCore's invoices.

1.1.4 Project Records & Files

TransCore will maintain the project records and files for Gateway Guide ATMS Program. Project Records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables.

1.2 Configuration Management

TransCore uses a defined Configuration Management (CM) process in its software development that is a normal process in the TransCore's business practices and will assist the Department in adoption of a CM process.

1.2.1 Software Problem/Change Reporting

TransCore shall use for the duration of the Contract, a defined process to track and correct system problems. Any problem encountered will be recorded using the system problem/change report (SPCR) form. The product that TransCore uses for tracking SPCRs is JIRA.

When the new SPCR is written it will be entered into the SPCR tracking database. The SPCR is assigned an initial priority of 1-5 based on the following conditions:

- **Priority 1 (Critical)** – Problems that cause a system to halt processing. In order for a problem/change to be rated at priority 1 the system halt must be reproducible. An isolated or occasional system halt is not in and of itself classified as a priority 1 SPCR.
- **Priority 2 (Severe)** – Problems that cause an application or user to halt processing and no work around is available. In order for a problem/change to be rated at priority 2, the application or user halt must be reproducible.
- **Priority 3 (Moderate)** – Problems that affect required functionality but at least one work-around is available to proceed. In order for a problem/change to be rated at priority 3, the required function must be documented in the approved Software Functional Specification and the problem must be repeatable.
- **Priority 4 (Inconvenience)** – Problem/Change which is inconvenient or an annoyance but does not affect functionality, therefore are outside the scope of required work. Documentation errors are also reported as a priority 4 SPCR.
- **Priority 5 (Suggestion)** – Changes that may improve or enhance user functionality but are outside the scope of required work.

After the SPCR has been entered into the database, TransCore's Gateway Guide ATMS configuration review board (CRB) will review the SPCR. The CRB is comprised of both TransCore and Gateway Guide assigned staff. The CRB is responsible for setting the final priority based on the SPCR, based on the identified criteria. SPCRs with a severity of 1 or 2 shall be corrected under this Contract. SPCRs with a severity of 3 will be discussed and negotiated with Gateway Guide as to Contract coverage. SPCRs with a severity of 4 or 5 will be considered for future improvements and enhancements and will be identified as above and beyond the scope for this Contract.

2 TRANSUITE® GATEWAY GUIDE SYSTEM PHASE 1

2.1 TransSuite® Gateway Guide System Hardware and COTS

TransCore will specify, procure, furnish, and install all necessary servers and COTS. This will include a complete set of production servers, test servers at Gateway Guide and test machines at the TransCore Atlanta Technology Center. Also, SQL Server will be included along with MapInfo for editing map files.

TransCore will also provide specifications for operator workstations to be procured by MoDOT. Operator workstation specifications will be coordinated with MoDOT to ensure support of features and services seen as necessary for daily staff operations. Specifications will include but are not limited to recommendations for video cards, memory, storage, 16/64 bit processing, and hardware processor. At

least one operator workstation will be procured for testing in the planned test environment located in the Atlanta Technology Center.

2.2 TransSuite® Gateway Guide System Transition Document

TransCore will develop and document a System Transition plan for the smooth replacement of the existing Gateway Guide ATMS software with the TransCore TransSuite® ATMS software, from the installation of the initial system in the test environment through system cut-over and formal acceptance testing.

2.2.1 System's Engineering Risk Analysis and Mitigation Document

TransCore will develop a document that identifies potential risks that could impact the completion of the Gateway Guide System Transition. TransCore will also identify mitigation efforts to reduce or remove the risk items.

TransCore will review with Gateway Guide Staff a preliminary list of potential risk items along with their mitigation efforts. Through this discussion, TransCore will finalize the risks and mitigation efforts to be included in the final document.

The intent of this document is to raise the level of awareness for potential risks items and gain consensus on mitigation efforts in the event that circumstances warrant them.

Deliverables

- A Technical memorandum documenting the identified risks associated with the Gateway Guide System Transition.

2.2.2 Gateway Guide ATMS Transition Plan

TransCore will develop and document a detailed plan containing the steps required for a smooth transition from the existing Gateway Guide ATMS software to TransCore's TransSuite® ATMS software. The plan will contain the following content;

- Individual steps necessary for a smooth transition,
- Roles and responsibilities for all parties, including TransCore and Gateway Guide staff,
- Estimated schedule and duration for transition plan,
- Testing and verification requirements necessary for transition plan progress and completion.

The draft transition plan will be submitted to Gateway Guide for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final Gateway Guide ATMS Transition Plan will be submitted.

Deliverables

- Draft Gateway Guide ATMS Transition Plan
- Review Meeting with associated comments and responses
- Final Gateway Guide ATMS Transition Plan

2.3 TransSuite® Gateway Guide Initial Test System Installation

One of the Transition Plan steps anticipated to be required will be to install an initial version of the TransSuite® ATMS software in a test environment at the Gateway Guide TMC. This initial version will be used to verify ATMS to field communications, inbound sensor receipt and processing, and BARCO

wall control. In addition it will provide hands-on experience with the TransSuite® ATMS during the requirements and design development process.

2.3.1 Traffic.com Sensor Data Pull Development

TransCore will develop a TransSuite® ATMS driver to allow pulling sensor data from traffic.com. This data will be usable by the ATMS as other traditional detector station data. TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with Gateway Guide and traffic.com to clarify any questions.

Deliverables

- Operational communications to pull sensor data from traffic.com

2.3.2 Sensys Sensor Data Pull Development

TransCore will develop a TransSuite® ATMS driver to allow pulling sensor data from Sensys. This data will be usable by the ATMS as other traditional detector station data. TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with Gateway Guide and Sensys to clarify any questions. TransCore has successfully integrated with Sensys for acquiring travel time data, but will be modified to acquire volume/speed/occupancy.

Deliverables

- Operational communications to pull sensor data from Sensys

2.3.3 Gateway Guide BARCO Video Wall Control Development

TransCore will develop a TransSuite® ATMS driver to allow communications to and control of Gateway Guide's existing BARCO video wall. TransCore will request and it is anticipated that Gateway Guide will provide requested equipment documentation for the existing Gateway Guide BARCO video wall that is required to allow TransCore to develop the required interfaces.

TransCore will develop, integrate and test the video wall control with the existing TransSuite® ATMS software. Gateway Guide will make available test connections to the BARCO wall for use by TransCore in development and testing.

Deliverables

- Operational communications and control of the Gateway Guide BARCO video wall

2.3.4 Gateway Guide ATMS Thin Client Development

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with Gateway Guide to determine the acceptable functionality for the initial installation. In subsequent phases, more functionality will be added to the thin client interface.

Deliverables

- Basic Thin Client Interface for Initial Test Installation including viewing Incidents, Roadwork, Detectors, DMSs, and CCTVs. In addition, CCTV control will also be supported.

2.3.5 Gateway Guide ATMS Existing Database Migration

TransCore will develop and execute database conversion scripts to retrieve device configuration data from the existing Gateway Guide ATMS and correctly insert the data into the TransSuite® ATMS system configuration database tables. This depends on Gateway Guide supplying a database backup that can be

restored in the TransCore Atlanta Tech Center or spreadsheets with containing the detailed device information.

TransCore will work with Gateway Guide staff to identify all key data elements from the existing system for conversion into the TransSuite® ATMS.

Deliverables

- Load scripts to populate TransSuite® database

2.3.6 TransSuite® ATMS UDP Communication Development

TransCore will update CCTV and VDS support to allow communication using UDP. Currently TCP/IP is supported for CCTV, VDS, and DMS; UDP is supported for DMS. VDS over DCB will also be supported. MoDOT will supply a functional DCB to Atlanta for testing purposes.

Deliverables

- TransSuite® ATMS support for UDP communications to VDS and CCTV devices.

2.3.7 Gateway Guide ATMS Map Creation

TransCore will create the map data files for the initial installation. These map files will be in ShapeFile format as the ATMS Map expects. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.

TransCore will work with Gateway Guide staff to identify all relationships and responder associations. In addition, TransCore will train Gateway Guide staff to edit the map files if requested.

Deliverables

- TransSuite® ATMS Map Files for Initial System Installation

2.4 On-site TransSuite® ATMS Test Installation

Once the changes above have been completed and integrated into the TransSuite® ATMS, TransCore will install the TransSuite® ATMS software modules on the test hardware.

TransCore will identify any inconsistencies or additional needs as related to the test hardware at the time of the initial on-site TransSuite® ATMS installation. Gateway Guide will obtain or correct identified inconsistencies to provide a correct test hardware environment for system operation.

Deliverables

- TransSuite® ATMS installed and operational on provided test hardware

2.5 Communications Verification

Once the TransSuite® ATMS software has been installed and integrated with the existing field communication infrastructure, the following items will be verified following an approved testing/verification procedure.

- a. Valid communication and control of BARCO wall
- b. Valid communication and receipt of RTMS X3 detector data,
- c. Valid communication and receipt of traffic.com detector data,
- d. Valid communication and receipt of Sensys detector data,

- e. Valid communication and control of NTCIP camera assemblies
- f. Valid communication and control of NTCIP Dynamic Message Signs.

Testing for these devices will focus only on inputs/communications. Section 2.8.4 tests external feed / outputs to ensure they are fully supported by the new central software system.

TransCore will develop and submit for review a draft of the communication verification procedures. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above. The verification procedure is meant to test a few devices that represent communications requirements, not each individual device currently connected to the system.

The draft communication verification procedures will be reviewed with Gateway Guide staff and a revised final communication verification procedure will be developed and submitted.

Once the TransSuite® ATMS software is installed on the test central hardware, TransCore will work with the Gateway Guide IT staff to ensure network connectivity from the TransSuite® ATMS to the field network and existing devices.

After the network connectivity has been verified and TransCore has completed initial testing, Gateway Guide staff will be notified to allow witnessing of the execution of the communication verification procedures.

Deliverables

- Initial communication verification procedures.
- Review meeting with comments and responses.
- Final communication verification procedures.
- Execution of communication verification procedures.

2.6 TransSuite® Gateway Guide System Requirements Document

After the initial system is installed in the test environment, TransCore will follow a system's engineering approach where system requirements are captured in a system requirements document (SRD). TransCore's TransSuite® ATMS is an existing functional system and contains a majority of requirements typically needed by most ATMSs. Therefore, while it is the intent of the Gateway Guide System SRD to document all the Gateway Guide specific requirements as initially identified, each requirement will be categorized as "existing" – if currently provided by the TransSuite® ATMS or "enhancement" – if modification will be required. The SRD will be configured in such a manner as to allow each individual requirement to be documented separately allowing for a direct conversion to final acceptance testing procedures.

2.6.1 TransSuite® ATMS – Gateway Guide System Requirements Document (SRD)

TransCore will produce a Gateway Guide System Requirements Document (SRD) that encompasses requirements specific to the first implementation of the Gateway Guide ATMS replacement software.

A draft Gateway Guide ATMS System Requirements Document will be developed and submitted to Gateway Guide staff for review and comment. TransCore has based the initial system functionality, schedule, and budget based on discussions with Gateway Guide staff.

Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final Gateway Guide ATMS System Requirements Document will be submitted.

The documented requirements will be the subject to the approval of Gateway Guide and said approval will be required prior to completing the implementation phase of this work.

Deliverables

- Draft Gateway Guide ATMS SRD.
- Review meeting with comments and responses.
- Final Gateway Guide ATMS SRD.

2.7 TransSuite® Gateway Guide System Modification Design Document

TransCore will follow a system's engineering approach to document how the system modifications will be implemented. The identified enhanced system requirements will be captured in a system design document (SDD). The SDD is intended to document the changes to the system implementation and user interfaces to provide the enhanced functional requirements as identified in the SRD. TransCore's TransSuite® ATMS is an existing functional system and the SDD is intended to only develop new designs for "enhancements" to the existing products.

2.7.1 TransSuite® ATMS – Gateway Guide System Design Document (SDD)

TransCore will produce a Gateway Guide System Design Document (SDD) that encompasses the design of how the identified "enhancement" requirements will be implemented within the Gateway Guide ATMS replacement software.

A draft Gateway Guide ATMS System Design Document will be developed and submitted to Gateway Guide staff for review and comment. TransCore based the level of effort on implementing the initial system based on discussions with Gateway Guide staff.

Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final Gateway Guide ATMS System Design Document will be submitted.

The design document will be the subject to the approval of Gateway Guide and said approval will be required prior to completing the implementation phase of this work.

Deliverables

- Draft Gateway Guide ATMS SDD.
- Review meeting with comments and responses.
- Final Gateway Guide ATMS SDD.

2.8 TransSuite® Gateway Guide System Modification Development

TransCore will complete the specific modifications to TransSuite® ATMS modules as identified in the Final Gateway Guide ATMS System Design Document (SDD).

2.8.1 TransSuite® ATMS – Gateway Guide System Development

As part of TransCore's configuration management and project tracking and reporting, the development progress for each of the identified enhanced requirements will be tracked and reported to Gateway Guide using the following categories,

- a. Not started – Development has yet to begin
- b. Started – Development is in progress, but unit testing is not complete

- c. Integration – Unit testing by developer is complete and integration into existing software is underway
- d. Complete – Unit is integrated into existing software, module is built and initial testing complete

Software modules considered to be “complete” may be installed on the test server environment at the Gateway Guide TMC for additional integration testing and to provide hands-on experience to Gateway Guide Staff.

At a minimum, TransCore and Gateway Guide will mutually agree to one (1) interim point during the system modification cycle to install the current modified TransSuite® ATMS and demonstrate system functionality to Gateway Guide staff. TransCore anticipates that the first demonstration point will be approximate mid-point of system enhancement when the majority of the enhancements are available, but prior to final completion. The intent of the demonstration points will be to provide Gateway Guide staff hands-on ability to review the implementation of the identified system enhancements.

2.8.2 TransSuite® ATMS – Core Product Development

TransCore will complete the specific modifications to TransSuite® ATMS core product as identified in the Final Gateway Guide ATMS System Design Document (SDD).

2.8.3 TransSuite® ATMS – Thin Client Interface Development

TransCore will complete the specific modifications to TransSuite® ATMS Thin Client as identified in the Final Gateway Guide ATMS System Design Document (SDD).

2.8.4 TransSuite® ATMS – External Interface Development

TransCore will complete the specific modifications to TransSuite® ATMS external interfaces as identified in the Final Gateway Guide ATMS System Design Document (SDD). At a minimum, this will need to include the following in order to preserve previous functionality:

1. Write the XML file for the public website
2. Implement the interface to the Open Roads reporting system
3. Write the XML file for traffic.com
4. Read and write the XML for the IDOT interface
5. Write the XML file for the ASTI variable advisory speed system

Deliverables

- Bi-weekly status of development items.
- Completed individual software modules for installation in test environment.
- Modified TransSuite® ATMS Demonstration
- Completed modified TransSuite® ATMS, ready for acceptance testing.

2.9 TransSuite® Gateway Guide System Testing and Acceptance

TransCore will develop and conduct system acceptance testing. The acceptance testing will be consistent with the identified requirements as documented in the SRD developed above. The acceptance testing will be accomplished with the final version of Gateway Guide software build 1, operating on the Gateway Guide test hardware.

2.9.1 TransSuite® ATMS – Gateway Guide System Acceptance Test Procedure (Develop)

TransCore will produce an Acceptance Test Procedure for the work encompassing the system modification development. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system requirements as documented in the SRD. This test procedure will document the test and deployment environments, as well as, provide a test that will cross-reference and verify the requirements of the work have been met. The test will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final Gateway Guide ATMS Acceptance Test Procedure will be submitted.

Deliverables

- Draft Gateway Guide ATMS ATP.
- Review meeting with comments and responses.
- Final Gateway Guide ATMS ATP.

2.9.2 TransSuite® ATMS – Gateway Guide System Acceptance Test Procedure (Conduct)

TransCore will conduct the Gateway Guide System Acceptance Test Procedure on-site at the Gateway Guide TMC on the system hardware. TransCore and Gateway Guide will arrange for the scheduling of the ATP a minimum of two weeks prior to testing date. The ATP will be conducted in the presence of a Gateway Guide representative who will have the authority to sign off on each of the successfully completed steps and sections.

Deliverables

- Completed Gateway Guide ATMS ATP.

2.10 TransSuite® Gateway Guide System Integration & Cutover

TransCore will assist with the integration of the TransSuite® ATMS software within the Gateway Guide TMC to allow full operation and control from all operator workstations. Subsequent to the integration of the software, TransCore will assist Gateway Guide Staff in the Cutover to full-time use of the TransSuite® ATMS software by all Gateway Guide operations staff.

2.10.1 TransSuite® ATMS – Gateway Guide System Production Environment

TransCore will set-up and configure the Gateway Guide ATMS production environment. We will work with the central hardware for the production environment and Gateway Guide staff in the configuration of the computer and network equipment. TransCore will document any production system environment requirements and will work with Gateway Guide staff for their implementation.

Deliverables

- Operational Production System Environment with TransSuite® ATMS software

2.10.2 TransSuite® ATMS – Gateway Guide System Integration

TransCore will provide on-site assistance in the Integration of the TransSuite® ATMS software throughout the Gateway Guide TMC. TransCore will work with Gateway Guide Staff to train and to assist in the installation of software resident on any of the operator workstations. TransCore will provide networking and database administration assistance and support to accomplish full integration.

Deliverables

- Operational TransSuite® ATMS software on Operator Workstations

2.10.3 TransSuite® ATMS – Gateway Guide System Cutover

TransCore will provide on-site assistance in the cutover to the TransSuite® ATMS software throughout the Gateway Guide TMC. TransCore will work with Gateway Guide Staff to train and to assist the system operators in the use of TransSuite® ATMS software from the operator workstations. TransCore will provide networking and database administration assistance and support to accomplish full integration.

Deliverables

- Gateway Guide Operators using TransSuite® ATMS software to manage St. Louis area roadways

2.11 TransSuite® Gateway Guide System Training and Documentation

2.11.1 TransSuite® ATMS – Central Software Documentation

TransCore will provide documentation in addition to the System Requirement Document and System Design Document in the following forms:

System Administrator's Guide -- provides descriptions on the maintenance of the system including backups, security, operational procedures and final hardware configuration. Note: This will reference other commercial off the shelf (COTS) software and will not duplicate manuals from such software as Windows 7/Server 2008 or the DBMS.

System Database Documents in Visio Format – provides a description of the database tables and columns.

Deliverables:

- Copy of the System Administrator's Guide, in a digital and searchable format.

TransSuite® ATMS is dependent upon COTS software such as Windows 7/Server 2008 server (Microsoft), database software (SQL Server), map software (ESRI), and other products. TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. Gateway Guide is alerted that the quantities of the documentation is generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form (CDROM) such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by Gateway Guide as deemed necessary. COTS licenses and warranties will be transferred to MoDOT.

2.11.2 TransSuite® ATMS – Central Software Training

TransCore will provide training on the use and operation of the TransSuite® ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training. The training will be developed for two distinct levels of involvement: Operator User and Administrative User.

- A. Thin Client Users – Basic training on camera usage, minimal system knowledge and actions. Training will be from 1-2 hours in length. Up to 40 individuals will attend this training.
- B. Power Users / Operator Users – Activities focus on major functions and features of the central software system as well as basic configuration and control actions. Training will be 1-2 days in length. Up to 25 individuals will attend this training.

- C. Administrative Users – Focus is on major configuration, privilege management, and system administration activities. Training will be 1 day in length. Up to 5 individuals will attend this training.

The training will be conducted at the Gateway Guide TMC. TransCore will develop and distribute training materials. Gateway Guide will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows7/2008 environment prior to the training sessions. The administrative user training assumes that all participants are familiar with the basic maintenance of computer systems (backup, configuration, and external connections). For the SQL Server database, the training will cover only those functions and operations essential for the maintenance of the TransSuite® ATMS software.

3 TRANSUITE® GATEWAY GUIDE SYSTEM PHASE 2

TransCore shall provide Operational and Technical support as defined below for the Phase 2 which will have a duration of 6 months.

3.1 Coverage

- 1) The Software covered are those modules specified TransCore's TransSuite® Software Licensing Agreement for this Contract, and as updated with improvements or modifications furnished to Gateway Guide under TransCore warranty and maintenance service. During the term of this Contract, TransCore will supply Gateway Guide with any improvements or modifications to the Software which are not charged for as options and/or additional services.
- 2) Any corrections or alterations to or new versions of the Software that TransCore may deliver to Gateway Guide under this Contract may be limited to one (1) copy of the source code and documentation (if new documentation is appropriate).
- 3) TransCore provided servers will be procured with warranty and maintenance for a period of 3 years.

3.2 Software Upgrades

- 1) Gateway Guide shall not be required to maintain a separate software maintenance Contract with the Supplier of the PCs for the workstations for the duration of this Contract. However, if Gateway Guide does maintain such an Contract, TransCore cannot guarantee that TransCore software will always be fully-compatible with the existing operating system and environment if there are any upgrades subsequent to TransCore delivery of the initial system. TransCore will work with Gateway Guide to test TransSuite® against PC upgrades using a test workstation.
- 2) Regular application or vendor supplied software (e.g., software compiler upgrades would be considered a non-regular upgrade) will be upgraded as needed. Other upgrades to be installed by TransCore will be first discussed and negotiated with Gateway Guide.
- 3) When a new version of TransCore's software products is released (which is a significant improvement in the functionality or performance of the software), TransCore will perform application software upgrades to the workstations and system server software only at times when such upgrades are available for implementation and if Gateway Guide desires to acquire such upgrades. Labor to install such upgrades will be charged to this contract.

- 4) TransCore will provide system training to Gateway Guide in support of TransCore system upgrades, if needed.

3.3 System Troubleshooting

- 1) TransCore may troubleshoot problems which arise in any part of the TransCore software. Troubleshooting efforts will only be those associated with operations which differ from the normal operations of the software systems as defined within the permanent License Contracts and each system's functional and performance specifications.
- 2) These efforts (from #1 above) do not include any field work except where considered appropriate to check the functioning/operations of the central system.
- 3) TransCore's troubleshooting efforts only include those associated with software problems and hardware provided under this contract.
- 4) TransCore will provide out-of-scope troubleshooting efforts at TransCore standard time and material rates.

3.4 Software Maintenance Support

- 1) Software maintenance shall be provided by the TransCore for all TransCore-developed software products.
- 2) The TransCore may, at no additional cost to Gateway Guide, modify TransCore-developed software to improve operation and reliability or to meet legal requirements.
- 3) TransCore-developed software is warranted to conform to the approved functional specifications. TransCore's sole liability under the terms of this Contract is for the TransCore-developed software used in the system. If the software provided fails to meet the defined criteria for its use, TransCore is only obligated to correct same. TransCore does not provide support for non-qualified products (i.e., hardware and software not supplied or approved by TransCore, and products for which Gateway Guide does not allow TransCore to incorporate modifications). If in the course of providing service TransCore discovers that non-qualified products are interfering with the system operation, TransCore shall inform Gateway Guide and Gateway Guide will remove such products to allow TransCore to perform support services. TransCore will work with Gateway Guide to qualify products for non-interfering use during operation on a time and material basis. Such qualified products need not be removed. TransCore shall inform Gateway Guide of known products which interfere with system operation.
- 4) TransCore's support services do not cover any damage or failure caused by the following:
 - use of non-TransCore media and supplies or use of items not designated for use with TransCore software products;
 - neglect, improper care, fire or water damage, electrical disturbances, mishandling by Department, work or modification by people other than TransCore employees or subcontractors, acts of God, acts of war or terrorism, or other causes beyond TransCore's control.

3.5 TransSuite® Software Enhancements

- 1) It is anticipated that during Phase 2, TransCore will develop and implement Gateway Guide-specific software enhancements.

- 2) TransCore and Gateway Guide will identify and develop requirements for the desired enhancements. The requirements will be documented and provided for review and approval by Gateway Guide.
- 3) TransCore will provide schedule and cost estimates to design, implement, test and integrate the enhancements into the Gateway Guide ATMS.
- 4) Gateway Guide will approve the final list of software enhancements to be implemented with the Gateway Guide ATMS.
- 5) TransCore will implement only those enhancements that can be fully loaded on Gateway Guide's test system within 90 calendar days. If there are remaining requirements that could not be completed within that window then those requirements will be documented and deferred until the next phase.
- 6) TransCore will implement each enhancement initially in the test environment and conduct full testing, prior to cutover to the Gateway Guide production environment.

4 TRANSSUITE® GATEWAY GUIDE SYSTEM PHASE 3

Phase 3 activities will be organized as documented for Phase 2 with a 6 months duration.

5 TRANSSUITE® GATEWAY GUIDE SYSTEM PHASE 4

Phase 4 activities will be organized as documented for Phase 2 with a 6 months duration.

6 TRANSSUITE® GATEWAY GUIDE SYSTEM PHASE 5

Phase 5 activities will be organized as documented for Phase 2 with a 6 months duration.

7 TRANSSUITE® GATEWAY GUIDE SYSTEM PHASE 6

Phase 6 activities will be organized as documented for Phase 2 with a 6 months duration.

Exhibit II
Services Provided By the Commission

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Gateway Guide

Exhibit -3

Gateway Guide ATMS Software Replacement and Support Project

CONSULTANT CONTRACT FEE COMPUTATION

TransCore - Staff-hour Estimate

Task	Task Description	Shackelford	Zygowicz	Hansen	Holt	Jean-Baptiste	Momuntd	Graham	Holcomb	Saxton	Jones	Tomuslak	Byer	TOTAL
1	Project Administration, Tracking and Configuration Management (Phase 1)	260	447	261	0	0	0	0	0	55	0	184	0	1207
1.1	Project Administration													
1.1.1	Management Plan	18	53	0	0	0	0	0	0	0	0	0	0	71
1.1.2	Meetings	150	150	150	0	0	0	0	0	0	0	0	0	450
1.1.3	Progress Reports	37	124	0	0	0	0	0	0	0	0	0	0	198
1.1.4	Project Records & Files	18	83	37	0	0	0	0	0	0	0	0	0	138
1.2	Configuration Management	37	37	37	0	0	0	0	0	55	0	184	0	350
2.1	TransSuite Gateway Guide System Hardware and COTS	28	28	18	0	0	0	0	0	0	0	0	28	102
2.2	TransSuite Gateway Guide System Transition Document	92	18	0	0	0	0	0	0	35	0	0	36	182
2.2.1	System's Engineering Risk Analysis and Mitigation Document	46	9	0	0	0	0	0	0	18	0	0	18	91
2.2.2	Gateway Guide ATMS Transition Plan	46	9	0	0	0	0	0	0	18	0	0	18	91
2.3	TransSuite Gateway Guide Initial System Installation	284	414	388	0	460	552	0	368	0	184	0	138	3146
2.3.1	Traffic.com pull	0	0	0	0	0	0	0	0	0	0	0	0	0
2.3.2	Sensys pull	0	0	0	0	0	0	0	0	0	0	0	0	0
2.3.3	BARCO	0	0	0	368	368	0	0	0	0	0	0	0	0
2.3.4	Thin Client	46	0	0	0	552	0	368	0	0	0	0	0	0
2.3.5	Database Migration	138	0	0	0	0	0	0	0	0	0	0	0	0
2.3.6	UDP for VDS/CCTV	0	0	0	0	92	0	0	0	0	0	0	0	0
2.3.7	Maps	18	368	0	0	0	0	0	0	0	0	0	0	0
2.4	Test Install	46	46	0	0	0	0	0	0	0	0	0	138	0
2.5	Comm Verification	46	0	0	0	0	0	0	0	0	0	0	0	0
2.6	TransSuite Gateway Guide System Requirements Document	46	46	18	0	0	0	0	28	28	0	0	0	165
2.6.1	TransSuite ATMS - Gateway Guide System Requirements Document (SRD)	46	46	18	0	0	0	0	28	28	0	0	0	165
2.7	TransSuite Gateway Guide System Modification Design Document	46	18	18	28	28	28	0	46	28	0	0	28	285
2.7.1	TransSuite ATMS - Gateway Guide System Design Document (SDD)	46	18	18	28	28	28	0	46	28	0	0	28	285
2.8	TransSuite Gateway Guide System Modification Development	138	184	0	368	230	275	0	275	0	184	0	0	1640
2.8.1	TransSuite ATMS - Gateway Guide System Development	0	184	0	0	0	0	0	0	0	0	0	0	184
2.8.2	TransSuite ATMS - Core Product Development	0	0	0	184	46	0	0	0	0	0	0	0	141
2.8.3	TransSuite ATMS - Thin Client Development	0	0	0	0	0	276	0	276	0	0	0	0	552
2.8.4	TransSuite ATMS - External Interface Development	138	0	0	184	184	0	0	0	0	184	0	0	650
2.9	TransSuite Gateway Guide System Testing and Acceptance	46	46	0	0	0	0	0	0	0	0	46	138	276
2.9.1	TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Develop)	23	23	0	0	0	0	0	0	0	0	23	68	138
2.9.2	TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Conduct)	23	23	0	0	0	0	0	0	0	0	23	68	138
2.10	TransSuite Gateway Guide System Integration & Cutover	46	46	0	0	0	0	0	0	0	0	0	138	230
2.10.1	TransSuite ATMS - Gateway Guide System Production Environment	23	0	0	0	0	0	0	0	0	0	0	46	69
2.10.2	TransSuite ATMS - Gateway Guide System Integration	23	23	0	0	0	0	0	0	0	0	0	46	92
2.10.3	TransSuite ATMS - Gateway Guide System Cutover	0	23	0	0	0	0	0	0	0	0	0	46	69
2.11	TransSuite Gateway Guide System Training and Documentation	46	55	0	0	0	0	0	0	55	0	0	46	203
2.11.1	TransSuite ATMS - TransSuite ATMS Documentation	23	5	0	0	0	0	0	0	28	0	0	0	60
2.11.2	TransSuite ATMS - TransSuite ATMS Training	23	0	0	0	0	0	0	0	28	0	0	0	60
3	Phase 2	460	690	46	368	368	368	0	368	0	184	92	276	3312
3.1	Coverage	92	92	46	0	0	0	0	0	0	0	0	0	230
3.2	Software Upgrades	92	138	0	0	0	0	0	0	0	0	0	276	506
3.3	System Troubleshooting	92	138	0	0	0	0	0	0	0	0	0	0	230
3.4	Software Maintenance Support	92	138	0	0	0	0	0	0	0	0	0	0	230
3.5	Software Gateway Guide Enhancements	92	184	0	368	368	368	0	368	0	184	92	0	2116
4	Phase 3	460	690	46	368	368	368	0	368	0	184	92	276	3312
4.1	Coverage	92	92	46	0	0	0	0	0	0	0	0	0	230
4.2	Software Upgrades	92	138	0	0	0	0	0	0	0	0	0	276	506
4.3	System Troubleshooting	92	138	0	0	0	0	0	0	0	0	0	0	230
4.4	Software Maintenance Support	92	138	0	0	0	0	0	0	0	0	0	0	230
4.5	Software Gateway Guide Enhancements	92	184	0	368	368	368	0	368	0	184	92	0	2116
5	Phase 4	460	690	46	368	368	368	0	368	0	184	92	276	3312
5.1	Coverage	92	92	46	0	0	0	0	0	0	0	0	0	230
5.2	Software Upgrades	92	138	0	0	0	0	0	0	0	0	0	276	506
5.3	System Troubleshooting	92	138	0	0	0	0	0	0	0	0	0	0	230
5.4	Software Maintenance Support	92	138	0	0	0	0	0	0	0	0	0	0	230
5.5	Software Gateway Guide Enhancements	92	184	0	368	368	368	0	368	0	184	92	0	2116
6	Phase 5	460	690	46	368	368	368	0	368	0	184	92	276	3312
6.1	Coverage	92	92	46	0	0	0	0	0	0	0	0	0	230
6.2	Software Upgrades	92	138	0	0	0	0	0	0	0	0	0	276	506
6.3	System Troubleshooting	92	138	0	0	0	0	0	0	0	0	0	0	230
6.4	Software Maintenance Support	92	138	0	0	0	0	0	0	0	0	0	0	230
6.5	Software Gateway Guide Enhancements	92	184	0	368	368	368	0	368	0	184	92	0	2116
7	Phase 6	460	690	46	368	368	368	0	368	0	184	92	276	3312
7.1	Coverage	92	92	46	0	0	0	0	0	0	0	0	0	230
7.2	Software Upgrades	92	138	0	0	0	0	0	0	0	0	0	276	506
7.3	System Troubleshooting	92	138	0	0	0	0	0	0	0	0	0	0	230
7.4	Software Maintenance Support	92	138	0	0	0	0	0	0	0	0	0	0	230
7.5	Software Gateway Guide Enhancements	92	184	0	368	368	368	0	368	0	184	92	0	2116
3342		4752	545	2604	2558	2696	0	2558	203	1288	650	1932	24198	

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Gateway Guide ATMS Software Replacement and Support Project

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CONSULTANT CONTRACT FEE COMPUTATION
 TransCore - Direct Costs Estimate

	Alfara	Hotel	Car Rental	Per Diem	Mileage	Parking	HW & COTS
	675	105	71	66	0.51	25	1
1 Project Administration, Tracking and Configuration Management (Phase 1)	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
1.1 Project Administration	-	-	-	-	-	-	-
1.1.1 Management Plan	-	-	-	-	-	-	-
1.1.2 Meetings	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	-
1.1.3 Progress Reports	-	-	-	-	-	-	-
1.1.4 Project Records & Files	-	-	-	-	-	-	-
1.2 Configuration Management	-	-	-	-	-	-	-
2.1 TransSuite Gateway Guide System Hardware and COTS	2,025.00	2,100.00	1,349.00	1,254.00	612.00	375.00	328,000.00
2.1 System Servers	-	-	-	-	-	-	82,857.14
2.1 System Area Network Storage Equipment	-	-	-	-	-	-	67,469.39
2.1 High Bandwidth Switches	-	-	-	-	-	-	154,000.00
2.1 Licensing	-	-	-	-	-	-	-
2.2 TransSuite Gateway Guide System Transition Document	675.00	525.00	355.00	330.00	204.00	125.00	2,214.00
2.2.1 System's Engineering Risk Analysis and Mitigation Document	675.00	525.00	355.00	330.00	204.00	125.00	-
2.2.2 Gateway Guide ATMS Transition Plan	-	-	-	-	-	-	-
2.3-2.5 TransSuite Gateway Guide Initial System Installation	2,025.00	2,100.00	1,349.00	1,254.00	612.00	375.00	7,715.00
2.3.1 Traffic.com pool	-	-	-	-	-	-	-
2.3.2 Sensys pool	-	-	-	-	-	-	-
2.3.3 BARCO	-	-	-	-	-	-	-
2.3.4 Thin Client	-	-	-	-	-	-	-
2.3.5 Database Migration	-	-	-	-	-	-	-
2.3.6 UDP for VDS/CCTV	-	-	-	-	-	-	-
2.3.7 Misc	-	-	-	-	-	-	-
2.4 Test Install	1,350.00	1,470.00	994.00	858.00	408.00	250.00	-
2.5 Conn. Verification	675.00	630.00	355.00	396.00	204.00	125.00	-
2.6 TransSuite Gateway Guide System Requirements Documents	-	-	-	-	-	-	-
2.6.1 TransSuite ATMS - Gateway Guide System Requirements Document (SRD)	-	-	-	-	-	-	-
2.7 TransSuite Gateway Guide System Modification Design Document	-	-	-	-	-	-	-
2.7.1 TransSuite ATMS - Gateway Guide System Modification Design Document (SDD)	-	-	-	-	-	-	-
2.8 TransSuite Gateway Guide System Modification Development	-	-	-	-	-	-	-
2.8.1 TransSuite ATMS - Gateway Guide System Development	-	-	-	-	-	-	-
2.8.2 TransSuite ATMS - Core Product Development	-	-	-	-	-	-	-
2.8.3 TransSuite ATMS - Thin Client Development	-	-	-	-	-	-	-
2.8.4 TransSuite ATMS - External Interface Development	-	-	-	-	-	-	-
2.9 TransSuite Gateway Guide System Testing and Acceptance	675.00	630.00	355.00	396.00	204.00	125.00	2,385.00
2.9.1 TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Dev)	675.00	630.00	355.00	396.00	204.00	125.00	-
2.9.2 TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Con)	675.00	630.00	355.00	396.00	204.00	125.00	-
2.10 TransSuite Gateway Guide System Integration & Cutover	675.00	630.00	355.00	396.00	204.00	125.00	-
2.10.1 TransSuite ATMS - Gateway Guide System Production Environment	675.00	630.00	355.00	396.00	204.00	125.00	-
2.10.2 TransSuite ATMS - Gateway Guide System Integration	675.00	630.00	355.00	396.00	204.00	125.00	-
2.10.3 TransSuite ATMS - Gateway Guide System Cutover	675.00	630.00	355.00	396.00	204.00	125.00	-
2.11 TransSuite Gateway Guide System Training and Documentation	675.00	630.00	355.00	396.00	204.00	125.00	2,385.00
2.11.1 TransSuite ATMS - TransSuite ATMS Documentation	675.00	630.00	355.00	396.00	204.00	125.00	-
2.11.2 TransSuite ATMS - TransSuite ATMS Training	675.00	630.00	355.00	396.00	204.00	125.00	-
3 Phase 2	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
3.1 Coverage	675.00	630.00	355.00	396.00	204.00	125.00	-
3.2 Software Upgrades	675.00	630.00	355.00	396.00	204.00	125.00	-
3.3 System Troubleshooting	675.00	630.00	355.00	396.00	204.00	125.00	-
3.4 Software Maintenance Support	675.00	630.00	355.00	396.00	204.00	125.00	-
3.5 Software Gateway Guide Enhancements	675.00	630.00	355.00	396.00	204.00	125.00	-
4 Phase 3	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
4.1 Coverage	675.00	630.00	355.00	396.00	204.00	125.00	-
4.2 Software Upgrades	675.00	630.00	355.00	396.00	204.00	125.00	-
4.3 System Troubleshooting	675.00	630.00	355.00	396.00	204.00	125.00	-
4.4 Software Maintenance Support	675.00	630.00	355.00	396.00	204.00	125.00	-
4.5 Software Gateway Guide Enhancements	675.00	630.00	355.00	396.00	204.00	125.00	-
5 Phase 4	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
5.1 Coverage	675.00	630.00	355.00	396.00	204.00	125.00	-
5.2 Software Upgrades	675.00	630.00	355.00	396.00	204.00	125.00	-
5.3 System Troubleshooting	675.00	630.00	355.00	396.00	204.00	125.00	-
5.4 Software Maintenance Support	675.00	630.00	355.00	396.00	204.00	125.00	-
5.5 Software Gateway Guide Enhancements	675.00	630.00	355.00	396.00	204.00	125.00	-
6 Phase 5	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
6.1 Coverage	675.00	630.00	355.00	396.00	204.00	125.00	-
6.2 Software Upgrades	675.00	630.00	355.00	396.00	204.00	125.00	-
6.3 System Troubleshooting	675.00	630.00	355.00	396.00	204.00	125.00	-
6.4 Software Maintenance Support	675.00	630.00	355.00	396.00	204.00	125.00	-
6.5 Software Gateway Guide Enhancements	675.00	630.00	355.00	396.00	204.00	125.00	-
7 Phase 6	2,025.00	1,890.00	1,065.00	1,188.00	612.00	375.00	7,155.00
7.1 Coverage	675.00	630.00	355.00	396.00	204.00	125.00	-
7.2 Software Upgrades	675.00	630.00	355.00	396.00	204.00	125.00	-
7.3 System Troubleshooting	675.00	630.00	355.00	396.00	204.00	125.00	-
7.4 Software Maintenance Support	675.00	630.00	355.00	396.00	204.00	125.00	-
7.5 Software Gateway Guide Enhancements	675.00	630.00	355.00	396.00	204.00	125.00	-
TOTAL	16,875.00	15,855.00	9,139.00	9,940.00	5,100.00	3,125.00	328,014.00

Gateway Guide

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Gateway Guide ATMS Software Replacement and Support Project

CONSULTANT CONTRACT FEE COMPUTATION
TransCore - Summary of Task Costs Estimate

	Direct Labor	158.97% OH	12.00% Fixed Fee	Direct Costs	Total Task Costs
1 Project Administration, Tracking and Configuration Management (Phase 1)	49,137.34	78,113.63	15,270.12	7,155.00	149,676.09
1.1 Project Administration	-	-	-	-	-
1.1.1 Management Plan	3,010.86	4,786.36	935.67	-	-
1.1.2 Meetings	20,755.50	32,995.02	6,450.06	7,155.00	-
1.1.3 Progress Reports	8,549.23	13,590.71	2,656.79	-	-
1.1.4 Project Records & Files	5,960.21	9,474.95	1,852.22	-	-
1.2 Configuration Management	10,861.54	17,266.59	3,375.38	-	-
2.1 TransSuite Gateway Guide System Hardware and COTS	4,409.34	7,009.53	1,370.26	328,000.00	340,789.13
2.2 TransSuite Gateway Guide System Transition Document	7,559.44	12,017.24	2,349.20	2,214.00	24,139.88
2.2.1 System's Engineering Risk Analysis and Mitigation Document	3,779.72	6,008.62	1,174.60	2,214.00	-
2.2.2 Gateway Guide ATMS Transition Plan	3,779.72	6,008.62	1,174.60	-	-
2.3-2.5 TransSuite Gateway Guide Initial System Installation	131,403.36	208,891.92	40,835.43	7,715.00	388,845.72
2.3.1 Traffic.com pull	7,913.84	12,580.63	2,459.34	-	-
2.3.2 Sensys pull	7,866.00	12,504.58	2,444.47	-	-
2.3.3 BARCO	30,385.76	48,304.24	9,442.80	-	-
2.3.4 Thin Client	37,753.12	60,016.13	11,732.31	-	-
2.3.5 Database Migration	7,065.60	11,232.18	2,195.73	-	-
2.3.6 UDP for VDS/CCTV	13,477.08	21,424.51	4,188.19	-	-
2.3.7 Maps	15,428.16	24,526.15	4,794.52	-	-
2.4 Test Install	9,158.60	14,559.43	2,846.16	5,330.00	-
2.5 Comm Verification	2,355.20	3,744.06	731.91	2,385.00	-
2.6 TransSuite Gateway Guide System Requirements Document	6,622.34	10,527.53	2,057.98	-	19,207.86
2.6.1 TransSuite ATMS – Gateway Guide System Requirements Document (SRD)	6,622.34	10,527.53	2,057.98	-	-
2.7 TransSuite Gateway Guide System Modification Design Document	11,509.12	18,296.05	3,576.62	-	33,381.79
2.7.1 TransSuite ATMS – Gateway Guide System Design Document (SDD)	11,509.12	18,296.05	3,576.62	-	-
2.8 TransSuite Gateway Guide System Modification Development	78,108.46	124,169.02	24,273.30	-	226,550.78
2.8.1 TransSuite ATMS – Gateway Guide System Development	7,253.28	11,530.54	2,254.06	-	-
2.8.2 TransSuite ATMS – Core Product Development	21,197.26	33,697.28	6,587.35	-	-
2.8.3 TransSuite ATMS – Thin Client Development	19,485.60	30,976.26	6,055.42	-	-
2.8.4 TransSuite ATMS – External Interface Development	30,172.32	47,964.94	9,376.47	-	-
2.9 TransSuite Gateway Guide System Testing and Acceptance	10,274.10	16,332.74	3,192.82	2,385.00	32,184.66
2.9.1 TransSuite ATMS – Gateway Guide System Acceptance Test Procedure (Develop)	5,137.05	8,166.37	1,596.41	-	-
2.9.2 TransSuite ATMS – Gateway Guide System Acceptance Test Procedure (Conduct)	5,137.05	8,166.37	1,596.41	2,385.00	-
2.10 TransSuite Gateway Guide System Integration & Cutover	9,158.60	14,559.43	2,846.16	2,385.00	28,949.19
2.10.1 TransSuite ATMS – Gateway Guide System Production Environment	2,840.96	4,516.27	882.87	-	-
2.10.2 TransSuite ATMS – Gateway Guide System Integration	3,747.62	5,957.59	1,164.63	2,385.00	-
2.10.3 TransSuite ATMS – Gateway Guide System Cutover	2,570.02	4,085.56	798.67	-	-
2.11 TransSuite Gateway Guide System Training and Documentation	7,489.78	11,906.50	2,327.55	2,385.00	24,108.84
2.11.1 TransSuite ATMS – TransSuite ATMS Documentation	2,183.94	3,471.81	678.69	-	-
2.11.2 TransSuite ATMS – TransSuite ATMS Training	5,305.84	8,434.69	1,648.86	2,385.00	-
3 Phase 2	134,683.86	214,106.93	41,854.90	7,155.00	397,800.69
3.1 Coverage	10,533.54	16,745.17	3,273.45	2,385.00	-
3.2 Software Upgrades	20,130.52	32,001.49	6,255.84	2,385.00	-
3.3 System Troubleshooting	10,150.36	16,136.03	3,154.37	-	-
3.4 Software Maintenance Support	10,150.36	16,136.03	3,154.37	-	-
3.5 Software Gateway Guide Enhancements	83,719.08	133,088.22	26,016.88	2,385.00	-
4 Phase 3	134,683.86	214,106.93	41,854.90	7,155.00	397,800.69
4.1 Coverage	10,533.54	16,745.17	3,273.45	2,385.00	-
4.2 Software Upgrades	20,130.52	32,001.49	6,255.84	2,385.00	-
4.3 System Troubleshooting	10,150.36	16,136.03	3,154.37	-	-
4.4 Software Maintenance Support	10,150.36	16,136.03	3,154.37	-	-
4.5 Software Gateway Guide Enhancements	83,719.08	133,088.22	26,016.88	2,385.00	-
5 Phase 4	134,683.86	214,106.93	41,854.90	7,155.00	397,800.69
5.1 Coverage	10,533.54	16,745.17	3,273.45	2,385.00	-
5.2 Software Upgrades	20,130.52	32,001.49	6,255.84	2,385.00	-
5.3 System Troubleshooting	10,150.36	16,136.03	3,154.37	-	-
5.4 Software Maintenance Support	10,150.36	16,136.03	3,154.37	-	-
5.5 Software Gateway Guide Enhancements	83,719.08	133,088.22	26,016.88	2,385.00	-
6 Phase 5	134,683.86	214,106.93	41,854.90	7,155.00	397,800.69
6.1 Coverage	10,533.54	16,745.17	3,273.45	2,385.00	-
6.2 Software Upgrades	20,130.52	32,001.49	6,255.84	2,385.00	-
6.3 System Troubleshooting	10,150.36	16,136.03	3,154.37	-	-
6.4 Software Maintenance Support	10,150.36	16,136.03	3,154.37	-	-
6.5 Software Gateway Guide Enhancements	83,719.08	133,088.22	26,016.88	2,385.00	-
7 Phase 6	134,683.86	214,106.93	41,854.90	7,155.00	397,800.69
7.1 Coverage	10,533.54	16,745.17	3,273.45	2,385.00	-
7.2 Software Upgrades	20,130.52	32,001.49	6,255.84	2,385.00	-
7.3 System Troubleshooting	10,150.36	16,136.03	3,154.37	-	-
7.4 Software Maintenance Support	10,150.36	16,136.03	3,154.37	-	-
7.5 Software Gateway Guide Enhancements	83,719.08	133,088.22	26,016.88	2,385.00	-
	989,091.18	1,572,358.25	307,373.93	388,014.00	3,256,837.36

Gateway Guide

Exhibit - 3

Gateway Guide ATMS Software Replacement and Support Project

CONSULTANT CONTRACT FEE COMPUTATION

TransCore - Project Overall Summary

Labor Costs - Standard Overhead Rate

Person		Hours	Rate	
David Shackelford	Project Manager	3342	51.2	\$ 171,110.40
Rick Zygowicz	Deputy Project Manager	4752	39.42	\$ 187,323.84
Blake Hansen	Responsible Officer	545	47.75	\$ 26,023.75
Dan Holt	Senior Software Engineer	2604	50.08	\$ 130,408.32
Denicia Jean-Baptiste	Software Engineer	2558	32.49	\$ 83,109.42
Abdul Mohomad	Software Engineer	2696	36.93	\$ 99,563.28
John Amidon	ATMS Product Manager	1030	57	\$ 58,710.00
Robert Graham	Software Engineer	0	41.92	\$ -
Glenn Holcomb	Software Engineer	2558	33.67	\$ 86,127.86
Vicki Sexton	Document Production	203	23.27	\$ 4,723.81
Michelle Jones	Senior Software Engineer	1288	43.01	\$ 55,396.88
Letecia Tomusiak	Quality Control Engineer	690	24.25	\$ 16,732.50
Michael Bayer	Senior Systems Engineer	1932	36.16	\$ 69,861.12
Total Direct Labor		24198		\$ 989,091.18
Overhead			158.97%	\$ 1,572,358.25
Subtotal				\$ 2,561,449.43
Fee			12%	\$ 307,373.93
Total				\$ 2,868,823.36

Direct Expenses

Airfare	\$ 16,875.00
Hotel	\$ 15,855.00
Rental Car	\$ 9,159.00
Per Diem	\$ 9,900.00
Mileage	\$ 5,100.00
Parking	\$ 3,125.00
License	\$ -
Hardware and COTS	\$ 328,000.00
Subcontractor - Network Integration Services (NIS)	\$ 118,602.72
Total Direct Expenses	\$ 506,616.72

Subtotal	\$ 3,375,440.08
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Project Total Cost	\$ 3,375,440.08
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Gateway Guide

Exhibit - 3

Gateway Guide ATMS Software Replacement and Support Project
SUBCONSULTANT CONTRACT FEE COMPUTATION
NIS - Staff-hour Estimate

Task	Task Description	Roberts	Elmer	Simpson	Bishop						TOTAL	
1	Project Administration, Tracking and Configuration Management (Phase 1)	0	0	0	0	0	0	0	0	0	0	0
1.1	Project Administration											
1.1.1	Management Plan	0	0	0	0	0	0	0	0	0	0	0
1.1.2	Meetings	0	0	0	0	0	0	0	0	0	0	0
1.1.3	Progress Reports	0	0	0	0	0	0	0	0	0	0	0
1.1.4	Project Records & Files	0	0	0	0	0	0	0	0	0	0	0
1.2	Configuration Management	0	0	0	0	0	0	0	0	0	0	0
2.1	TransSuite Gateway Guide System Hardware and COIS	108	108	16	8	0	0	0	0	0	0	240
2.2	TransSuite Gateway Guide System Transition Document	0	0	0	0	0	0	0	0	0	0	0
2.2.1	System's Engineering Risk Analysis and Mitigation Document	0	0	0	0	0	0	0	0	0	0	0
2.2.2	Gateway Guide ATMS Transition Plan	0	0	0	0	0	0	0	0	0	0	0
2.3	TransSuite Gateway Guide Initial System Installation	0	0	0	0	0	0	0	0	0	0	0
2.3.1	Traffic com pull	0	0	0	0	0	0	0	0	0	0	0
2.3.2	Sensys pull	0	0	0	0	0	0	0	0	0	0	0
2.3.3	BARCO	0	0	0	0	0	0	0	0	0	0	0
2.3.4	Thin Client	0	0	0	0	0	0	0	0	0	0	0
2.3.5	Childcare Migration	0	0	0	0	0	0	0	0	0	0	0
2.3.6	UDP for VDS/CCTV	0	0	0	0	0	0	0	0	0	0	0
2.4	Helps	0	0	0	0	0	0	0	0	0	0	0
2.5	Test Helpbill	0	0	0	0	0	0	0	0	0	0	0
2.6	Comma Verification	0	0	0	0	0	0	0	0	0	0	0
2.6	TransSuite Gateway Guide System Requirements Document	0	0	0	0	0	0	0	0	0	0	0
2.6.1	TransSuite ATMS - Gateway Guide System Requirements Document (SRD)	0	0	0	0	0	0	0	0	0	0	0
2.7	TransSuite Gateway Guide System Modification Design Document	0	0	0	0	0	0	0	0	0	0	0
2.7.1	TransSuite ATMS - Gateway Guide System Design Document (SDD)	0	0	0	0	0	0	0	0	0	0	0
2.8	TransSuite Gateway Guide System Modification Development	0	0	0	0	0	0	0	0	0	0	0
2.8.1	TransSuite ATMS - Gateway Guide System Development	0	0	0	0	0	0	0	0	0	0	0
2.8.2	TransSuite ATMS - Core Product Development	0	0	0	0	0	0	0	0	0	0	0
2.8.3	TransSuite ATMS - Thin Client Development	0	0	0	0	0	0	0	0	0	0	0
2.8.4	TransSuite ATMS - External Interface Development	0	0	0	0	0	0	0	0	0	0	0
2.9	TransSuite Gateway Guide System Testing and Acceptance	0	0	0	0	0	0	0	0	0	0	0
2.9.1	TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Develop)	0	0	0	0	0	0	0	0	0	0	0
2.9.2	TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Conduct)	0	0	0	0	0	0	0	0	0	0	0
2.10	TransSuite Gateway Guide System Integration & Cutover	0	0	0	0	0	0	0	0	0	0	0
2.10.1	TransSuite ATMS - Gateway Guide System Production Environment	0	0	0	0	0	0	0	0	0	0	0
2.10.2	TransSuite ATMS - Gateway Guide System Integration	0	0	0	0	0	0	0	0	0	0	0
2.10.3	TransSuite ATMS - Gateway Guide System Cutover	0	0	0	0	0	0	0	0	0	0	0
2.11	TransSuite Gateway Guide System Training and Documentation	0	0	0	0	0	0	0	0	0	0	0
2.11.1	TransSuite ATMS - TransSuite ATMS Documentation	0	0	0	0	0	0	0	0	0	0	0
2.11.2	TransSuite ATMS - TransSuite ATMS Training	0	0	0	0	0	0	0	0	0	0	0
3	Phase 2	0	80	0	0	0	0	0	0	0	0	80
3.1	Coverage	0	0	0	0	0	0	0	0	0	0	0
3.2	Software Upgrades	0	0	0	0	0	0	0	0	0	0	0
3.3	System Troubleshooting	0	80	0	0	0	0	0	0	0	0	80
3.4	Software Maintenance Support	0	0	0	0	0	0	0	0	0	0	0
3.5	Software Gateway Guide Enhancements	0	0	0	0	0	0	0	0	0	0	0
4	Phase 3	0	80	0	0	0	0	0	0	0	0	80
4.1	Coverage	0	0	0	0	0	0	0	0	0	0	0
4.2	Software Upgrades	0	0	0	0	0	0	0	0	0	0	0
4.3	System Troubleshooting	0	80	0	0	0	0	0	0	0	0	80
4.4	Software Maintenance Support	0	0	0	0	0	0	0	0	0	0	0
4.5	Software Gateway Guide Enhancements	0	0	0	0	0	0	0	0	0	0	0
5	Phase 4	0	80	0	0	0	0	0	0	0	0	80
5.1	Coverage	0	0	0	0	0	0	0	0	0	0	0
5.2	Software Upgrades	0	0	0	0	0	0	0	0	0	0	0
5.3	System Troubleshooting	0	80	0	0	0	0	0	0	0	0	80
5.4	Software Maintenance Support	0	0	0	0	0	0	0	0	0	0	0
5.5	Software Gateway Guide Enhancements	0	0	0	0	0	0	0	0	0	0	0
6	Phase 5	0	80	0	0	0	0	0	0	0	0	80
6.1	Coverage	0	0	0	0	0	0	0	0	0	0	0
6.2	Software Upgrades	0	0	0	0	0	0	0	0	0	0	0
6.3	System Troubleshooting	0	80	0	0	0	0	0	0	0	0	80
6.4	Software Maintenance Support	0	0	0	0	0	0	0	0	0	0	0
6.5	Software Gateway Guide Enhancements	0	0	0	0	0	0	0	0	0	0	0
7	Phase 6	0	80	0	0	0	0	0	0	0	0	80
7.1	Coverage	0	0	0	0	0	0	0	0	0	0	0
7.2	Software Upgrades	0	0	0	0	0	0	0	0	0	0	0
7.3	System Troubleshooting	0	80	0	0	0	0	0	0	0	0	80
7.4	Software Maintenance Support	0	0	0	0	0	0	0	0	0	0	0
7.5	Software Gateway Guide Enhancements	0	0	0	0	0	0	0	0	0	0	0
		108	508	16	8	0	0	0	0	0	0	640

Exhibit - 3
Gateway Guide
Gateway Guide ATMS Software Replacement and Support Project

CONSULTANT CONTRACT FEE COMPUTATION
 NIS - Direct Costs Estimate

	Airfare	Hotel	Car Rental	Per Diem	Mileage	Parking	HW & COTS
	675	105	71	66	0.51	25	1
1 Project Administration, Tracking and Configuration Management (Phase 1)							
1.1 Project Administration							
1.1.1 Management Plan							
1.1.2 Meetings							
1.1.3 Progress Reports							
1.1.4 Project Records & Files							
1.2 Configuration Management							
2.1 System Servers	2,700.00	1,680.00	781.00	924.00			5,085.00
2.1 System Area Network Storage Equipment	678.00	923.00	355.00	264.00			
2.1 High Bandwidth Switches	1,350.00	1,050.00	355.00	594.00			
2.1 Licensing	675.00	105.00	71.00	60.00			
2.2 TransSuite Gateway Guide System Transition Document							
2.2.1 System's Engineering Risk Analysis and Mitigation Document							
2.2.2 Gateway Guide ATMS Transition Plan							
2.3-2.5 TransSuite Gateway Guide Initial System Installation							
2.3.1 Traffic.com pull							
2.3.2 Senys pull							
2.3.3 BARCO							
2.3.4 Thin Client							
2.3.5 Database Migration							
2.3.6 UDP for VDS/CCTV							
2.3.7 Maps							
2.4 Test/Retell							
2.5 Comm Verification							
2.6 TransSuite Gateway Guide System Requirements Document							
2.6.1 TransSuite ATMS - Gateway Guide System Requirements Document (SRD)							
2.7 TransSuite Gateway Guide System Modification Design Document							
2.7.1 TransSuite ATMS - Gateway Guide System Design Document (SDD)							
2.8 TransSuite Gateway Guide System Modification Development							
2.8.1 TransSuite ATMS - Gateway Guide System Development							
2.8.2 TransSuite ATMS - Core Product Development							
2.8.3 TransSuite ATMS - Thin Client Development							
2.8.4 TransSuite ATMS - External Interface Development							
2.9 TransSuite Gateway Guide System Testing and Acceptance							
2.9.1 TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Dev)							
2.9.2 TransSuite ATMS - Gateway Guide System Acceptance Test Procedure (Con)							
2.10 TransSuite Gateway Guide System Integration & Cutover							
2.10.1 TransSuite ATMS - Gateway Guide System Production Environment							
2.10.2 TransSuite ATMS - Gateway Guide System Integration							
2.10.3 TransSuite ATMS - Gateway Guide System Cutover							
2.11 TransSuite Gateway Guide System Training and Documentation							
2.11.1 TransSuite ATMS - TransSuite ATMS Documentation							
2.11.2 TransSuite ATMS - TransSuite ATMS Training							
3 Phase 2							
3.1 Coverage							
3.2 Software Upgrades							
3.3 System Troubleshooting							
3.4 Software Maintenance Support							
3.5 Software Gateway Guide Enhancements							
4 Phase 3							
4.1 Coverage							
4.2 Software Upgrades							
4.3 System Troubleshooting							
4.4 Software Maintenance Support							
4.5 Software Gateway Guide Enhancements							
5 Phase 4							
5.1 Coverage							
5.2 Software Upgrades							
5.3 System Troubleshooting							
5.4 Software Maintenance Support							
5.5 Software Gateway Guide Enhancements							
6 Phase 5							
6.1 Coverage							
6.2 Software Upgrades							
6.3 System Troubleshooting							
6.4 Software Maintenance Support							
6.5 Software Gateway Guide Enhancements							
7 Phase 6							
7.1 Coverage							
7.2 Software Upgrades							
7.3 System Troubleshooting							
7.4 Software Maintenance Support							
7.5 Software Gateway Guide Enhancements							
	-2,700.00	1,680.00	781.00	924.00			5,085.00

Gateway Guide

Exhibit - 3

Gateway Guide ATMS Software Replacement and Support Project

SUBCONSULTANT CONTRACT FEE COMPUTATION

NIS - Summary of Task Costs Estimate

	Direct Labor	217.00% OH	12.00% Fixed Fee	Direct Costs	Total Task Costs
1 Project Administration, Tracking and Configuration Management (Phase 1)					
1.1 Project Administration	-	-	-	-	-
1.1.1 Management Plan	-	-	-	-	-
1.1.2 Meetings	-	-	-	-	-
1.1.3 Progress Reports	-	-	-	-	-
1.1.4 Project Records & Files	-	-	-	-	-
1.2 Configuration Management	-	-	-	-	-
2.1 TransSuite Gateway Guide System Hardware and COTS	13,731.36	23,755.25	4,498.39	6,085.00	48,070.01
2.2 TransSuite Gateway Guide System Transition Document					
2.2.1 System's Engineering Risk Analysis and Mitigation Document	-	-	-	-	-
2.2.2 Gateway Guide ATMS Transition Plan	-	-	-	-	-
2.3-2.5 TransSuite Gateway Guide Initial System Installation					
2.3.1 Traffic.com pull	-	-	-	-	-
2.3.2 Sensys pull	-	-	-	-	-
2.3.3 BARCO	-	-	-	-	-
2.3.4 Thin Client	-	-	-	-	-
2.3.5 Database Migration	-	-	-	-	-
2.3.6 UDP for VDS/CCTV	-	-	-	-	-
2.3.7 Maps	-	-	-	-	-
2.4 Test Install	-	-	-	-	-
2.5 Comm Verification	-	-	-	-	-
2.6 TransSuite Gateway Guide System Requirements Document					
2.6.1 TransSuite ATMS – Gateway Guide System Requirements Document (SRD)	-	-	-	-	-
2.7 TransSuite Gateway Guide System Modification Design Document					
2.7.1 TransSuite ATMS – Gateway Guide System Design Document (SDD)	-	-	-	-	-
2.8 TransSuite Gateway Guide System Modification Development					
2.8.1 TransSuite ATMS – Gateway Guide System Development	-	-	-	-	-
2.8.2 TransSuite ATMS – Core Product Development	-	-	-	-	-
2.8.3 TransSuite ATMS – Thin Client Development	-	-	-	-	-
2.8.4 TransSuite ATMS – External Interface Development	-	-	-	-	-
2.9 TransSuite Gateway Guide System Testing and Acceptance					
2.9.1 TransSuite ATMS – Gateway Guide System Acceptance Test Procedure (Develop)	-	-	-	-	-
2.9.2 TransSuite ATMS – Gateway Guide System Acceptance Test Procedure (Conduct)	-	-	-	-	-
2.10 TransSuite Gateway Guide System Integration & Cutover					
2.10.1 TransSuite ATMS – Gateway Guide System Production Environment	-	-	-	-	-
2.10.2 TransSuite ATMS – Gateway Guide System Integration	-	-	-	-	-
2.10.3 TransSuite ATMS – Gateway Guide System Cutover	-	-	-	-	-
2.11 TransSuite Gateway Guide System Training and Documentation					
2.11.1 TransSuite ATMS – TransSuite ATMS Documentation	-	-	-	-	-
2.11.2 TransSuite ATMS – TransSuite ATMS Training	-	-	-	-	-
3 Phase 2	4,613.60	7,981.53	1,511.42		14,106.54
3.1 Coverage	-	-	-	-	-
3.2 Software Upgrades	-	-	-	-	-
3.3 System Troubleshooting	4,613.60	7,981.53	1,511.42	-	-
3.4 Software Maintenance Support	-	-	-	-	-
3.5 Software Gateway Guide Enhancements	-	-	-	-	-
4 Phase 3	4,613.60	7,981.53	1,511.42		14,106.54
4.1 Coverage	-	-	-	-	-
4.2 Software Upgrades	-	-	-	-	-
4.3 System Troubleshooting	4,613.60	7,981.53	1,511.42	-	-
4.4 Software Maintenance Support	-	-	-	-	-
4.5 Software Gateway Guide Enhancements	-	-	-	-	-
5 Phase 4	4,613.60	7,981.53	1,511.42		14,106.54
5.1 Coverage	-	-	-	-	-
5.2 Software Upgrades	-	-	-	-	-
5.3 System Troubleshooting	4,613.60	7,981.53	1,511.42	-	-
5.4 Software Maintenance Support	-	-	-	-	-
5.5 Software Gateway Guide Enhancements	-	-	-	-	-
6 Phase 5	4,613.60	7,981.53	1,511.42		14,106.54
6.1 Coverage	-	-	-	-	-
6.2 Software Upgrades	-	-	-	-	-
6.3 System Troubleshooting	4,613.60	7,981.53	1,511.42	-	-
6.4 Software Maintenance Support	-	-	-	-	-
6.5 Software Gateway Guide Enhancements	-	-	-	-	-
7 Phase 6	4,613.60	7,981.53	1,511.42		14,106.54
7.1 Coverage	-	-	-	-	-
7.2 Software Upgrades	-	-	-	-	-
7.3 System Troubleshooting	4,613.60	7,981.53	1,511.42	-	-
7.4 Software Maintenance Support	-	-	-	-	-
7.5 Software Gateway Guide Enhancements	-	-	-	-	-
	36,799.36	63,662.89	12,055.47	6,085.00	118,602.72

Gateway Guide

Exhibit - 3

Gateway Guide ATMS Software Replacement and Support Project

SUBCONSULTANT CONTRACT FEE COMPUTATION

NIS - Project Overall Summary

Labor Costs - Standard Overhead Rate

Person		Hours	Rate		
Bill Roberts	Systems Engineer	108	57.67	\$	6,228.36
Shannon Etter	Systems Engineer	508	57.67	\$	29,296.36
David Simpson	SQL Server DBA	16	50.83	\$	813.28
Jeff Bishop	Project Manager	8	57.67	\$	461.36
Total Direct Labor		640		\$	36,799.36
Overhead			173.00%	\$	63,662.89
Subtotal				\$	100,462.25
Fee			12%	\$	12,055.47
Total				\$	112,517.72

Direct Expenses

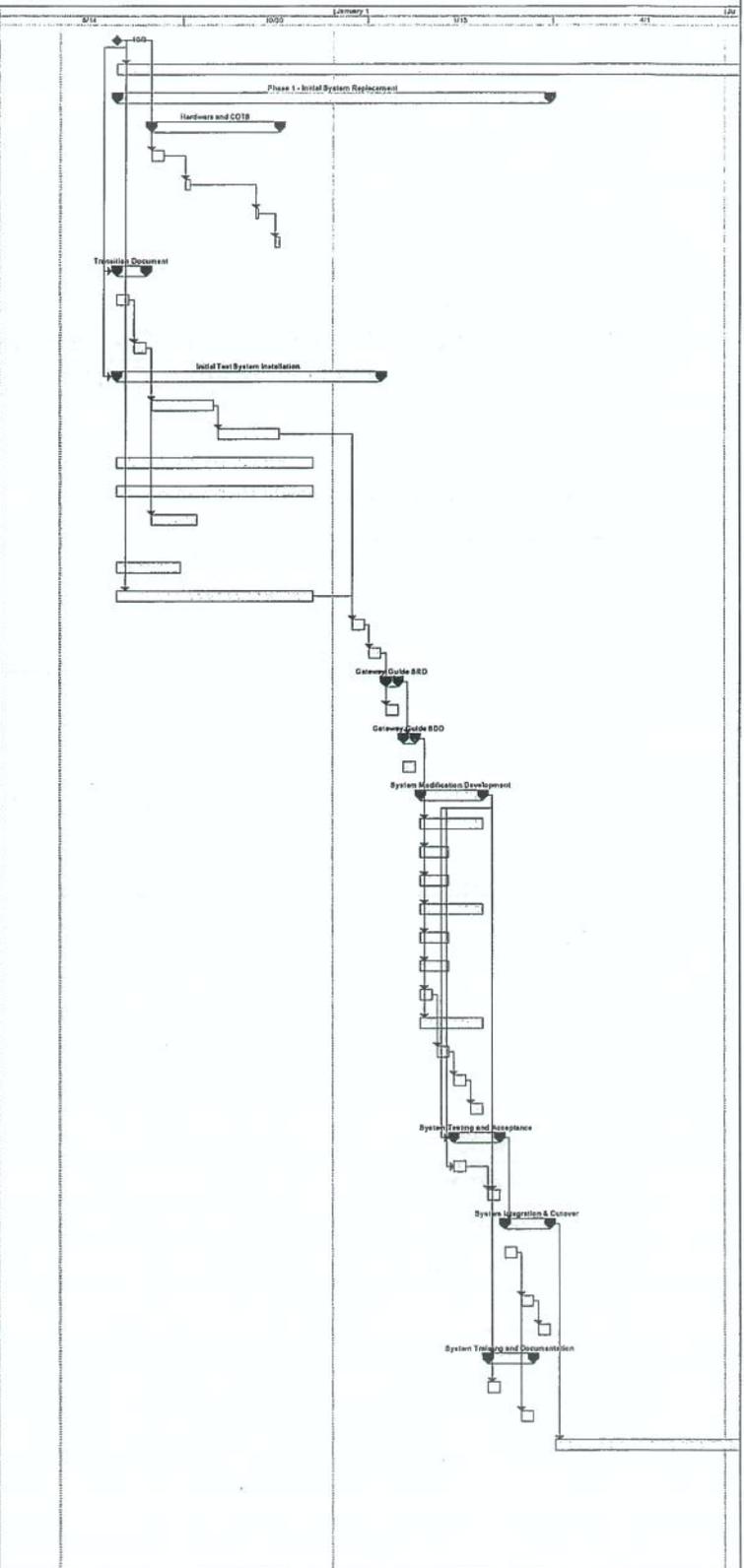
Airfare		\$	2,700.00
Hotel		\$	1,680.00
Rental Car		\$	781.00
Per Diem		\$	924.00
Mileage		\$	-
Parking		\$	-
License		\$	-
Hardware and COTS		\$	-
Total Direct Expenses		\$	6,085.00

Subtotal \$ 118,602.72

Project Total Cost	\$ 118,602.72
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Gateway Guide ATMS
Software Replacement
Exhibit 4: Schedule

ID	Task Name	Duration	Start
1	NTP	0 days	Mon 10/3/11
2	Project Management	156 wks	Mon 10/3/11
3	Phase 1 - Initial System Replacement	130 days	Mon 10/3/11
4	Hardware and COTS	40 days	Mon 10/17/11
5	Spec Hardware and COTS	5 days	Mon 10/17/11
6	Order Hardware and COTS	2 days	Mon 10/31/11
7	Receive Hardware and COTS	1 day	Wed 11/30/11
8	Install Hardware and COTS	2 days	Thu 12/8/11
9	Transition Document	10 days	Mon 10/3/11
10	System Engineering Risk Analysis Document	1 wk	Mon 10/3/11
11	Gateway Guide ATMS Transition Plan	1 wk	Mon 10/10/11
12	Initial Test System Installation	80 days	Mon 10/3/11
13	Traffic.com Data Pull	4 wks	Mon 10/17/11
14	Sensys Data Pull	4 wks	Mon 11/14/11
15	Barco Wall Support	12 wks	Mon 10/3/11
16	Thin Client	12 wks	Mon 10/3/11
17	Gateway Guide Existing Database Migration	3 wks	Mon 10/17/11
18	UDP for VDS and CCTV	4 wks	Mon 10/3/11
19	Maps	12 wks	Mon 10/3/11
20	On-site TransSuite ATMS Installation	1 wk	Mon 1/9/12
21	Communications Verification	1 wk	Mon 1/16/12
22	Gateway Guide SRD	5 days	Mon 1/23/12
23	TransSuite ATMS - Gateway Guide SRD	1 wk	Mon 1/23/12
24	Gateway Guide SDD	5 days	Mon 1/30/12
25	TransSuite ATMS - Gateway Guide SDD	1 wk	Mon 1/30/12
26	System Modification Development	20 days	Mon 2/6/12
27	Event Management	4 wks	Mon 2/6/12
28	TIS	2 wks	Mon 2/6/12
29	VCS	2 wks	Mon 2/6/12
30	Thin Client	4 wks	Mon 2/6/12
31	FMS	2 wks	Mon 2/6/12
32	Map	2 wks	Mon 2/6/12
33	Write Website XML	1 wk	Mon 2/6/12
34	Implement Open Roads Interface	4 wks	Mon 2/6/12
35	Write Traffic.com XML	1 wk	Mon 2/13/12
36	Write IDOT XML	1 wk	Mon 2/20/12
37	Write ASTI XML	1 wk	Mon 2/27/12
38	System Testing and Acceptance	15 days	Mon 2/20/12
39	Gateway Guide System ATP (Develop)	1 wk	Mon 2/20/12
40	Gateway Guide System ATP (Conduct)	1 wk	Mon 3/5/12
41	System Integration & Cutover	15 days	Mon 3/12/12
42	Gateway Guide System Production Environment	1 wk	Mon 3/12/12
43	Gateway Guide System Integration	1 wk	Mon 3/19/12
44	Gateway Guide System Cutover	1 wk	Mon 3/26/12
45	System Training and Documentation	15 days	Mon 3/5/12
46	TransSuite ATMS Documentation	1 wk	Mon 3/5/12
47	TransSuite ATMS Training	1 wk	Mon 3/19/12
48	Phase 2	26 wks	Mon 4/2/12
49	Phase 3	26 wks	Mon 10/1/12
50	Phase 4	26 wks	Mon 4/1/13
51	Phase 5	26 wks	Mon 9/30/13
52	Phase 6	26 wks	Mon 3/31/14



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 - c. "Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:
 - ◆ TransSuite® ATMS Map & TransSuite® ATMS Explorer
 - ◆ TransSuite® Traffic Control System (TCS), including Controller Manager and Central Communications Server
 - ◆ TransSuite® Traveler Information System (TIS)
 - ◆ TransSuite® Incident Management System (IMS)
 - ◆ TransSuite® Freeway Management System (FMS)
 - ◆ TransSuite® Video Control System (VCS) & TransSuite® Scenario Manager (SM)
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7. Miscellaneous

a. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the rights or duties hereunder contrary to the foregoing provision shall be void.

b. Any notice permitted or required under this Agreement shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by facsimile (and followed by a written confirmation mailed by certified mail, postage prepaid, within 72 hours after such dispatch). Mail/E-Mail shall be addressed as follows:

Licensor: TransCore: ATTN: Director of Contracts; 9440 Carroll Park Drive, Suite 150; San Diego, CA 92121
ckfaschini@transcore.com

Licensee: Missouri Highways and Transportation Commission
ATTN: Teresa Krenning
105 West Capitol
PO Box 270
Jefferson City, MO 65102-0270
teresa.krenning@modot.mo.gov

c. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

d. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

e. This Agreement will be interpreted and construed in accordance with the laws of the State of Missouri with regard to its conflicts of law principles.

f. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

g. This Software License Agreement constitutes the completed and exclusive statement of the Agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as dated below, by their respective representatives, each thereunto duly authorized.

Licensor
TRANSCORE, ITS, LLC

Licensee
Missouri Highways and Transportation Commission

By: 

By: _____

Name: Russell L. Reeser

Name: _____

Title: Vice President

Title: _____

Date: 11 / 22 /2011

Date: ____ / ____ /2011