OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) FOR THE FIBER OPTIC INFRASTRUCTURE IN SAN MATEO AND SANTA CLARA COUNTIES

| THIS AGREEMENT (A | Agreement), ENTERED INTO, AND EFFECTIVE ON the | | | | |
|--|--|--|--|--|--|
| day of | , 2022, is between the STATE OF CALIFORNIA, acting by and | | | | |
| through its Department | of Transportation, referred to herein as "CALTRANS," and the San | | | | |
| Mateo County Express Lanes Joint Powers Authority, referred to herein as "SMCEL-JPA" and | | | | | |
| collectively referred to | nerein as the PARTIES. | | | | |

RECITALS

- 1. CALTRANS and SMCEL-JPA, pursuant to California Streets and Highways Code sections 114 and 130, are authorized to enter into this Agreement.
- 2. Under this Agreement, also referred to as the Backhaul O&M Agreement (a.k.a., Backhaul Operations and Maintenance Agreement), SMCEL-JPA and CALTRANS intend to define the terms and conditions under which specified fiber optic infrastructure ("FIBER FACILITY") is to be owned, operated, and maintained.

AGREEMENT

LIST OF EXHIBITS

EXHIBIT A: Shall be the layout of the conduits, pull boxes, and shared fiber optic infrastructure that constitutes the SMCEL-JPA SUB-FACILITY and the SHARED SUB-FACILITY, including elements of the CALTRANS SUB-FACILITY. **EXHIBIT A currently displays the fiber optic** infrastructure per the 100% plans and construction change orders as of 5/24/2022. **EXHIBIT A will be updated when as-builts are available.**

EXHIBIT B: Shall be the then current FIBER FACILITY OPERATIONS AND MAINTENANCE PLAN (OMP) attached to this Agreement by reference.

EXHIBIT C: Shall be the Bay Area TMS Backhaul Network Map.

Changes to the EXHIBITS may be implemented by AUTHORIZED REPRESENTATIVES of both PARTIES mutually executing an update to the respective EXHIBIT or replacing the entire respective EXHIBIT. No amendment to this AGREEMENT is required.

DEFINITIONS

Unless the context otherwise specifies or requires an alternate meaning, for the purposes of this Agreement, the following acronyms or terms with capitalized words and words with all capital letters shall have the meaning as set forth in this Section:

ANNUAL BUDGET shall mean the document, as it may be amended from time to time, that constitutes the prospective expenditures for each successive fiscal year for the planned allocations and expenditures of the FIBER FACILITY, as well as other Express Lane items. For more details, reference San Mateo 101 Express Lanes Toll Facility Operations & Maintenance Agreement (TF O&M).

AUTHORIZED REPRESENTATIVE shall mean either the members of the Executive Council of the SMCEL-JPA or the Deputy District Directors of Traffic Operations and Maintenance of CALTRANS. See Appendix A in OMP for contact information.

BAY AREA INFRASTRUCTURE FINANCE AUTHORITY (BAIFA) shall mean the agency that is contracted by the SMCEL-JPA to provide maintenance services for the electronic toll collection system including the SMCEL-JPA SUB-FACILITY.

COORDINATOR shall mean the COORDINATOR for each PARTY who has a technical understanding of the PARTY's fiber optic infrastructure so as to facilitate the day-to-day operation and maintenance of the FIBER FACILITY. Each PARTY shall designate their COORDINATOR for purposes of implementing this Agreement including the OMP. The COORDINATOR may identify function-specific points of contact for specific tasks. Each PARTY's COORDINATOR is accountable to the respective PARTY AUTHORIZED REPRESENTATIVE(S). See Appendix A in OMP for contact information.

ENCROACHMENT PERMIT shall mean a permit issued pursuant to CALTRANS' authority as described in the Streets and Highways Code section 670 et. seq.

EXPRESS LANES shall mean the High Occupancy Vehicle (HOV) lanes that are converted and/or constructed and operated as High Occupancy Toll (HOT) lanes, including but not limited to, US 101, in San Mateo County, and shall include future HOT lanes operated by SMCEL-JPA.

FIBER FACILITY shall mean the concurrently installed and co-located fiber optic network infrastructure consisting of a set of four conduits, splice vaults, and pull boxes jointly owned by the PARTIES in the right-of-way of US 101 in San Mateo and Santa Clara Counties and along Millbrae Avenue to the northwest corner of Rollins Road and Millbrae Avenue. The FIBER FACILITY consists of three parts: the CALTRANS SUB-FACILITY, the SMCEL-JPA SUB-FACILITY, and the SHARED SUB-FACILITY as defined below.

CALTRANS SUB-FACILITY shall mean the communication infrastructure defined as three of the four FIBER FACILITY conduits, any fiber optic trunk line cables, pull boxes, cabinets, and splice vaults, marked "CALTRANS FIBER OPTIC". The splice vaults are specifically for splicing into the CALTRANS fiber optic cables. This SUB-FACILITY starts from US/101 Embarcadero Interchange in Palo Alto to the splice vault near Millbrae BART

Station (located at the northwest corner of Rollins Road and Millbrae Ave) and terminates at the US 101 NB on-off ramps/ S Airport Boulevard Intersection in South San Francisco. From the splice vault near the Millbrae BART Station, the fiber optic cable joins the Caltrans fiber optic cable from the splice vault at the corner of Rollins Road and Millbrae Avenue connecting to the Millbrae BART train control room.

SMCEL-JPA SUB-FACILITY shall mean the communication infrastructure defined as one of the four FIBER FACILITY conduits, any fiber optic trunk line cables within them, SMCEL-JPA pull boxes, cabinets, and splice vaults, marked "TOLL ETS COMMS". The splice vaults are specifically for splicing into the SMCEL-JPA fiber optic cables. This SUB-FACILITY starts from the first Toll Backhaul Hub cabinet with the Heating Venting and Air Conditioning (HVAC) unit in the northeast quadrant of the US 101/Embarcadero Interchange in Palo Alto, runs to the second Toll Backhaul Hub cabinet with the HVAC unit at the US 101/SR 92 Interchange in San Mateo, then runs to the splice vault near the Millbrae BART Station (located at the northwest corner of Rollins Road and Millbrae Avenue), and then terminates at the US 101 NB on-off ramps/S Airport Boulevard Intersection in South San Francisco. From the splice vault near the Millbrae BART Station, the fiber optic cable joins BAIFA's fiber optic cable from the splice vault at the corner of Rollins Road and Millbrae Avenue connecting to the Millbrae BART train control room.

SHARED SUB-FACILITY shall mean the shared FIBER FACILITY pull boxes and splice vaults, marked "CALTRANS/TOLL FIBER OPTIC", in which fiber optic cables from the CALTRANS SUB-FACILITY and the SMCEL-JPA SUB-FACILITY are co-located.

FIBER FACILITY MAINTENANCE shall mean maintenance, protection, repair, rehabilitation, and periodic inspection of the fiber, cable, pull boxes, splice vaults, and conduit as defined in Exhibit B and required for ongoing operation of the FIBER FACILITY as detailed in EXHIBIT A.

FIBER FACILITY OPERATIONS AND MAINTENANCE PLAN (OMP, EXHIBIT B) shall mean the proposed plan to be prepared jointly by the PARTIES and approved by the AUTHORIZED REPRESENTATIVES, to define the coordinated, preplanned use of technology, processes, and procedures related to the FIBER FACILITY. The OMP will reference EXHIBIT A. Any reference to OMP shall be to the most recent version or amendment which has been approved in writing by the PARTIES.

TMS shall mean the Transportation Management System.

SMCEL-JPA AGREES

- 3. To maintain the SMCEL-JPA SUB-FACILITY, at no cost to CALTRANS, including operations and maintenance for any devices installed for the SMCEL-JPA SUB-FACILITY.
- 4. To be solely responsible, including all costs related thereto, to perform SMCEL-JPA SUB-FACILITY MAINTENANCE on the SMCEL-JPA SUB-FACILITY. Said work at all times shall be conducted to assure safety and convenience of State Highway users. Said work

shall be subject to random inspection by CALTRANS as to safety conditions affecting CALTRANS highway facilities and SMCEL-JPA shall, upon notice from CALTRANS that an unsafe condition exists, take immediate steps to correct such unsafe conditions. If SMCEL-JPA fails to perform after such notice from CALTRANS, CALTRANS may take necessary corrective action and SMCEL-JPA shall be billed and shall pay all costs for such corrective work performed by CALTRANS. Such inspection by CALTRANS, if performed at all, does not relieve SMCEL-JPA of its responsibilities under this Agreement.

- 5. At no cost to CALTRANS, SMCEL-JPA will install cable through the SHARED SUB-FACILITY and into the SMCEL-JPA SUB-FACILITY.
- 6. At no cost to CALTRANS, SMCEL-JPA will splice into the SMCEL-JPA SUB-FACILITY and use fiber from the SMCEL-JPA SUB-FACILITY. SMCEL-JPA will be responsible for the security of all SMCEL-JPA data transported on the SMCEL-JPA SUB-FACILITY and defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims and suits arising due to a security breach of SMCEL-JPA data except to the extent such claims and suits are due to the negligence or willful misconduct of CALTRANS.
- 7. At SMCEL-JPA's sole expense to contract directly with Pacific Gas and Electric Company (PG&E) for electrical power of field elements specifically related to the SMCEL-JPA SUB-FACILITY including, but not limited to service connections, engineering fees, service, and energy costs.
- 8. SMCEL-JPA has also entered into a cooperative agreement with the Bay Area Infrastructure Financing Authority (BAIFA) in order to have BAIFA provide maintenance services for the FIBER FACILITY (BAIFA Agreement). To the extent BAIFA staff provides the maintenance of the FIBER FACILITY, BAIFA staff will not be required to apply for or procure an ENCROACHMENT PERMIT from CALTRANS before commencing work. To the extent BAIFA's authorized agent(s) provides the maintenance of the FIBER FACILITY, ENCROACHMENT PERMITS will be issued at no charge to unless an inspection is required, in which case, a fee at standard CALTRANS rates will be charged based on job type, length of work, traffic closure, and as may be required by State regulations.

Section 4, Article 18 of the BAIFA Agreement requires that SMCEL-JPA obtain approval from the designated CALTRANS point of contact for lane closure requests prior to closing any traffic lanes or shoulders and to obtain approval from the designated CALTRANS point of contact prior to conducting any activities that have the potential to affect traffic operations.

If there is any additional work not covered as part of the agreement within the State highway rights-of-way, an ENCROACHMENT PERMIT is required prior to the start of that work.

ENCROACHMENT PERMIT Application submittals for this additional work can be coordinated with the CALTRANS COORDINATOR and appropriate point of contact.

9. To be solely responsible for any future relocation or removal of the SMCEL-JPA SUB-FACILITY required by CALTRANS, including all costs related thereto. Such relocation

will require CALTRANS to relocate the CALTRANS SUB-FACILITY, for which they would be responsible. In such cases, the cost of relocation or removal of the SHARED SUB-FACILITY would be proportionally shared between the PARTIES. Funding for such activities is agreed to in this manner unless mutually agreed to otherwise by the PARTIES. Once SMCEL-JPA improvements have been removed or abandoned in place, SHARED SUB-FACILITY will be reclassified as CALTRANS SUB-FACILITY.

10. Should operations of the SMCEL-JPA SUB-FACILITY be terminated by SMCEL-JPA, SMCEL-JPA shall, at CALTRANS' sole option, remove all of, or designated portions of, SMCEL-JPA improvements within CALTRANS highway rights-of-way and will restore CALTRANS facility to a standard acceptable to CALTRANS at SMCEL-JPA's sole expense within a mutually agreed upon time period. SMCEL-JPA improvements, or specific elements thereof, may be left in place, upon written request from SMCEL-JPA and approval by CALTRANS. SMCEL-JPA improvements, or specific elements thereof, that will be left in place shall be abandoned in a manner consistent with the latest CALTRANS Standard Specifications.

CALTRANS AGREES

- 11. At no cost to SMCEL-JPA, to provide TMS Backhaul Operational oversight at CALTRANS expense.
- 12. To maintain the CALTRANS SUB-FACILITY, at no cost to the SMCEL-JPA including operations and maintenance for any devices installed for the CALTRANS SUB-FACILITY.
- 13. To be solely responsible, including all costs related thereto, to perform CALTRANS SUB-FACILITY MAINTENANCE on the CALTRANS SUB-FACILITY.
- 14. Should operations of the CALTRANS SUB-FACILITY be terminated by CALTRANS, CALTRANS shall, at SMCEL-JPA's sole option, remove all of, or designated portions of, CALTRANS improvements within SHARED SUB-FACILITY at CALTRANS' sole expense within a mutually agreed upon time period. CALTRANS improvements, or specific elements thereof, may be left in place, upon written request from CALTRANS, and approval by SMCEL-JPA. CALTRANS improvements, or specific elements thereof, that will be left in place shall be abandoned in a manner consistent with the latest CALTRANS Standard Specifications. Once CALTRANS improvements have been removed or abandoned in place, SHARED SUB-FACILITY will be reclassified as SMCEL-JPA SUB-FACILITY.
- 15. To provide a qualified CALTRANS COORDINATOR and associated points of contact who shall have the authority to accept or reject work and materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all ENCROACHMENT PERMIT(S) issued to SMCEL-JPA and/or SMCEL-JPA's authorized agent(s).

IT IS MUTUALLY AGREED

- 16. SMCEL-JPA and CALTRANS are to jointly operate the FIBER FACILITY. Operational activities are outlined in the OMP. PARTIES shall jointly review and update, if necessary, the OMP annually.
- 17. SMCEL-JPA and CALTRANS are to be jointly responsible, including all costs related thereto, to maintain the SHARED SUB-FACILITY. Each PARTY's cost share will be the percentage of their conduit(s) within the total conduit(s) of the FIBER FACILITY. Said work at all times shall be conducted to assure safety and convenience of State Highway users. Said work shall be subject to random inspection by CALTRANS as to safety conditions affecting CALTRANS highway facilities. SMCEL-JPA shall, upon notice from CALTRANS that an unsafe condition exists, take immediate steps to correct such unsafe conditions, unless CALTRANS commits to performing the maintenance work with the costs shared proportionally.
- 18. Any fiber optic cable installation by either PARTY in the SHARED SUB-FACILITY must not preclude installation of the fiber optic cables and related equipment in the future by the other PARTY. Thirty or more working days prior to the start of work, the responsible PARTY shall notify the other PARTY of their plans to modify the SHARED SUB-FACILITY.
- 19. To provide on request to the other PARTY, the PARTY's SUB-FACILITY allocations or utilization.
- 20. To incorporate respective SUB-FACILITIES in each PARTIES' asset management plan.
- 21. Each PARTY shall keep the other PARTY informed of any change in the status or contact information of its COORDINATOR and associated points of contact.
- 22. All elements of a fiber optic connection within a PARTY's right of way or of the other PARTY's fiber optic cable located outside of that previously mentioned PARTY's right of way shall be conducted in accordance with all policies, procedures, practices, and standards of that PARTY with the ownership interest in the right of way or cable that would normally be followed and/or that such owning PARTY may in its sole and reasonable discretion deem necessary.
- 23. Any improvements or facilities placed or modified pursuant to this Agreement shall be designed, constructed and maintained in accordance with all applicable local, state, and federal requirements, standards and policies.
- 24. Each PARTY agrees to:
 - a. Work cooperatively with the other PARTY to facilitate the processing of ENCROACHMENT PERMITS;
 - b. Require that any consultants, agents and contractors' insurance conform, at a minimum, to the insurance requirements of CALTRANS;

- c. Minimize the review of ENCROACHMENT PERMIT issuance period to the maximum extent practicable;
- d. Require all employees, agents, construction workers and construction managers attend specialized training and possess proper certification in order to perform work in or near access-controlled right-of-way (e.g., Roadway Worker Training) when working within or near access-controlled rights-of-way.
- 25. Except as otherwise provided for in this Agreement, each PARTY establishing or modifying one or more fiber optic access points shall be responsible for all costs associated with such establishment, as well as for obtaining any necessary permits required for such establishment.
- 26. Additional access point enclosures and equipment located in access-controlled right-of-way shall only be considered at locations where interface points in publicly accessible right-of-way are determined to be undesirable, impractical, or excessively expensive to implement. If SMCEL-JPA desires an additional access point, SMCEL-JPA shall submit a written request detailing why the additional access point is needed and why it is undesirable, impractical, or excessively expensive to construct the access point within publicly accessible right-of-way. CALTRANS may, in its sole discretion, refuse the request of SMCEL-JPA considering the following factors:
 - a. Whether the proposed access point provides a significant benefit consistent with the overall intent of this Agreement;
 - b. Whether the proposed access point could create an unsafe condition;
 - c. Whether the proposed access point could create a significant adverse impact on an existing or future facility.

Should CALTRANS refuse a request from SMCEL-JPA, then the PARTIES shall work cooperatively to develop an alternative interface solution that would be mutually agreeable to the PARTIES.

- 27. Each year, the SMCEL-JPA Operations COORDINATOR and the CALTRANS Operation and Maintenance COORDINATOR will recommend a budget for costs associated with operations and maintenance to be approved subsequently by SMCEL-JPA as part of SMCEL-JPA's ANNUAL BUDGET. Depending upon prior year expenditures, adjustments may be made to CALTRANS reimbursed budget for services in support of the SHARED SUB-FACILITY. Once agreed upon, the requested budget will be forwarded to the SMCEL-JPA Board for approval.
- 28. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the collection of resources by the California Transportation Commission.
- 29. All obligations of SMCEL-JPA under the terms of this Agreement are subject to the appropriation and the allocation of resources by the SMCEL-JPA Board. Should operations

- of the SMCEL-JPA SUB-FACILITY be terminated, all rights permitted to SMCEL-JPA under this Agreement shall revert back to CALTRANS.
- 30. PARTIES will take reasonable precautions to avoid disruptions to the FIBER FACILITY.
- 31. CALTRANS may impact the SMCEL-JPA SUB-FACILITY in consultation with SMCEL-JPA and will be responsible for relocating or restoring SMCEL-JPA SUB-FACILITY and the equivalent of the SHARED SUB-FACILITY used by SMCEL-JPA. In such event, CALTRANS shall notify SMCEL-JPA promptly of such occurrences in accordance with the approved OMP. No compensation will be paid to SMCEL-JPA for any revenue loss during such occurrences, except in cases of negligence or misconduct by CALTRANS representatives. In cases of planned impact, PARTIES shall collaborate to minimize if not avoid adverse impacts to the operation of the FIBER FACILITY.
- 32. SMCEL-JPA may impact the CALTRANS SUB-FACILITY with approval from CALTRANS through the ENCROACHMENT PERMIT process and will be responsible for relocating or restoring CALTRANS SUB-FACILITY and the equivalent of the SHARED SUB-FACILITY used by CALTRANS. In such event, SMCEL-JPA shall notify CALTRANS promptly of such occurrences in accordance with the approved OMP. No compensation will be paid to CALTRANS during planned or accidental occurrences, except in cases of negligence or misconduct by SMCEL-JPA representatives. In cases of planned impact, PARTIES shall collaborate to minimize if not avoid adverse impacts to the operation of the FIBER FACILITY.
- 33. In the event that there is a dispute between SMCEL-JPA and CALTRANS, the disputing PARTY shall endeavor to notify the other PARTY in writing and both PARTIES agree to seek to resolve disputes in the following manner:
 - a. The COORDINATOR for the disputing PARTY shall notify the other PARTY's COORDINATOR in writing, including a statement of the grounds for the dispute, pertinent dates and supporting documentation.
 - b. Upon receipt of a written dispute, the receiving PARTY COORDINATOR, and other appropriate agency staff, shall review the documentation in a timely manner and reply to the disputing PARTY within thirty (30) days.
 - c. Appeals shall be referred to SMCEL-JPA's Executive Council and CALTRANS District Director for District 4. SMCEL-JPA's Executive Council and the CALTRANS District Director for District 4 shall make every attempt to respond to the request for reconsideration and reach a resolution within thirty (30) days.
 - d. If an agreement cannot be reached between SMCEL-JPA's Executive Council and CALTRANS District Director for District 4, the dispute shall be referred by either PARTY to the CALTRANS Department of Transportation Director for final resolution after receiving written request to resolve the dispute.

- e. SMCEL-JPA and CALTRANS may pursue all available remedies under law or equity including alternatives or additional dispute resolution and litigation if the above process does not achieve resolution.
- 34. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of State Highways different from the standard of care imposed by law.
- 35. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SMCEL-JPA under or in connection with any work, authority or jurisdiction allocated to SMCEL-JPA under this Agreement. It is understood and agreed that, SMCEL-JPA will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SMCEL-JPA under this Agreement.
- 36. Neither SMCEL-JPA nor its member agencies, nor any officer, commissioner, employee or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction allocated to CALTRANS under this Agreement. It is understood and agreed that, CALTRANS will fully defend, indemnify, and save harmless SMCEL-JPA and each of its member agencies, and respective officers, commissioners, and employees thereof, from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.
- 37. In the event of damage to or destruction of SHARED SUB-FACILITY, PARTIES shall have responsibility for repair and replacement as delineated in the SHARED SUB-FACILITY inventory (EXHIBIT A).
 - a. In the event of damage to or destruction of the SHARED SUB-FACILITY by one PARTY, the PARTY causing the damage shall be responsible for the cost of the repairs. CALTRANS, at its option, shall promptly repair the damage, or request SMCEL-JPA to promptly repair the damage.
 - b. In the event of damage to or destruction of CALTRANS SUB-FACILITY by the SMCEL-JPA or its designee, CALTRANS, at its option, shall promptly repair the damage and invoice SMCEL-JPA for the actual costs of the repair, or request SMCEL-JPA to promptly repair the damage.
 - c. In the event of damage to or destruction of SMCEL-JPA SUB-FACILITY by CALTRANS or its designee, CALTRANS, at its option, shall promptly repair the

- damage or reimburse SMCEL-JPA for the actual costs of the repair performed by SMCEL-JPA.
- d. In the event that damage to or destruction of FIBER FACILITY is caused by a third party, the third party shall repair the damage. In the event the third party is unable to repair the damage, CALTRANS, at its option, shall promptly repair some or all of the damage or request SMCEL-JPA to promptly repair any remaining damage. CALTRANS agrees to seek compensation from the third party. Any third party compensation collected by CALTRANS for repair of the SMCEL-JPA SUB-FACILITY will be transferred to SMCEL-JPA or credited to SMCEL-JPA. Any compensation collected by CALTRANS for repair of the SHARED SUB-FACILITY shall be proportionally shared based on work performed by each PARTY. This does not preclude SMCEL-JPA from independently seeking compensation from the third party.
- e. All repairs shall be made in consultation with SMCEL-JPA and completed to the satisfaction of the impacted PARTY or PARTIES in accordance with practices and standards of both PARTIES, with the least impact to the operation to the EXPRESS LANES and CALTRANS TMS.
- f. Regardless of the cause of damage, each PARTY shall make their SUB-FACILITY including dark or unassigned strands of their fiber optic cable available for temporary use by the other PARTY. A written understanding shall be reached between both PARTIES before any work to utilize the other PARTY's SUB-FACILITY commences. No compensation shall be paid by the owning PARTY of the SUB-FACILITY in the event the SUB-FACILITY under the temporary use arrangement is damaged or underperforms. Any fiber optic cable and strands temporarily used shall be returned to its respective owner in an equivalent or better condition.
- g. Force majeure. In the event a PARTY is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such PARTY shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- 38. This Agreement shall not terminate except by mutual agreement of the PARTIES.
- 39. SMCEL-JPA reserves the right to allow use of the SMCEL-JPA SUB-FACILITY by cities and regional agencies, including but not limited to the Bay Area Toll Authority, Metropolitan Transportation Commission, City/County Association of Governments of San Mateo County, Caltrain, SAMTRANS, and BART, for their respective statutorily-authorized purposes. PARTIES shall come to mutual agreement in writing prior to allowing use by others and additional negotiations may be required if the use is revenue generating.

Fiber Optic Infrastructure (BACKHAUL NETWORK) O&M TR04-5-AR02

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY

STATE OF CALIFORNIA Department of Transportation

| By: SEAN CHARPENTIER SMCEL-JPA Executive Council | By: DINA EL-TAWANSY District Director |
|--|--|
| By: CARTER MAU SMCEL-JPA Executive Council | By: SEAN NOZZARI Deputy District Director of Operations Approved as to form: |
| Approved as to form: By: TIMOTHY FOX Legal Counsel | By: GLENN B. MUELLER Assistant Chief Counsel California Department of Transportation |

EXHIBIT A: Southern Segment Fiber Optic Crossovers Exhibit (E-6 through E-33):

Fiber Optic Crossovers in the State Right of Way.

Fiber Optic Crossovers in the City Right of Way.

Fiber Optic Crossovers in the SFPUC Way.

For more details and notes, see the LEGEND sheets (E-1 through E-4).

| NOTES: | | LEGEND: | | Dist COUNTY ROUTE POST MILES SHEET TOTAL PROJECT No. SHEET |
|--|--|---|---|--|
| 1. VERIFY ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. CONTACT USA NORTH 811(1-800-277-2600) AT LEAST 48 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE WITHIN 5 FT OF THE PROPOSED FOUNDATIONS, LOCATE UNDERGROUND UTILITIES BY POTHOLING PRIOR TO EXCAVATING. | | TR ∞≠⇒ VTMS | VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND TOLL READER | 04 SCI, SM 101 52.2/52.6, 487 12-10-18 REGISTERED CIVIL ENGINEER DATE Beshoy |
| 2. ALL EXISTING ELECTRICAL EQUIPMENT, INCLUDING SUBSTRUCTURES, FOUNDATIONS, CONDUITS AND PULL BOXES ARE TO REMAIN IN PLACE AND BE PROTECTED, UNLESS OTHERWISE NOTED. | | X—∞—X⊟ VTMS | VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES AND TOLL READER | 12-10-18 R. Demyan No. 83233 |
| 3. ALL ELECTRICAL EQUIPMENT, INCLUDING CONDUITS AND PULL BOXES, IS SHOWN IN APPROXIMATE LOCATIONS. PROPOSE FINAL LOCATIONS TO THE ENGINEER FOR AUTHORIZATION. PROVIDE MINIMUM 48 HOURS FOR AUTHORIZATION OF PROPOSED EQUIPMENT LOCATIONS. | | ∞—X— VTMS | VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE | THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET. |
| MINIMUM 48 HOURS FOR AUTHORIZATION OF PROPOSED EQUIPMENT LOCATIONS. 4. MINIMUM CONDUIT SIZE MUST BE 2" FOR ALL NEW INSTALLATIONS, UNLESS NOTED OTHERWISE. | | ⋈− ∞∞ VTMS | VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES | AECOM SAN MATEO COUNTY 100 W. SAN FERNANDO S+ TRANSPORTATION AUTHORIT |
| 5. CONDUCTORS FOR ETS EQUIPMENT WILL BE INS UNLESS NOTED OTHERWISE. | STALLED BY OTHERS (TOLL SYSTEM INTEGRATOR) | V 1 M S | OVERHEAD STATIC SIGN | SUITE 200 SAN JOSE, CA 95113-2254 1250 SAN CARLOS, CA 94070 |
| 6. ALL PULL BOXES FOR ELECTRONIC TOLL SYSTEM MUST BE No. 5 UNLESS NOTED OTHERWISE. | | IR | WITH LUMINAIRE AND TOLL READER | ABBREVIATIONS: |
| 7. ALL PULL BOXES FOR LIGHTING TOLL SYSTEM 8. PRIOR TO ANY WORK ON POSE SERVICE POINTS | | ⋈- ─ X= TR | OVERHEAD STATIC SIGN WITH TWO LUMINAIRES AND TOLL READER | ADA AMERICANS WITH DISABILITIES ACT |
| 8. PRIOR TO ANY WORK ON PG&E SERVICE POINTS, NOTIFY PG&E THROUGH THE ENGINEER AT LEAST 72 HOURS IN ADVANCE. 9 ALL NO 9 AND 9A PULL BOXES MUST BE PROVIDED WITH KNOCKOUTS THAT MATCH THE | | ~ ~ | OVERHEAD STATIC SIGN WITH LUMINAIRE | AT&T AMERICAN TELEPHONE AND TELEGRAP CHP CALIFORNIA HIGHWAY PATROL |
| 9. ALL No. 9 AND 9A PULL BOXES MUST BE PROVIDED WITH KNOCKOUTS THAT MATCH THE NUMBER AND SIZE OF THE CONDUITS ENTERING THE PULL BOX AS SHOWN. | | ⋈ — ∞—⋈— | OVERHEAD STATIC SIGN | CPA CITY OF PALO ALTO |
| 10. ALL CONDUITS MUST BE INSTALLED OUTSIDE O DRIP LINE IS PROHIBITED. IF UNABLE TO TRE | NOT THE TREE DRIP LINES, NOT THE NOTE OF TREE DRIP LINES, | × ~~× | WITH TWO LUMINAIRES | EIA ELECTRONIC INDUSTRIES ALLIANCE |
| ☐ DIRECTIONAL DRILLING MUST BE USED. 11. VERIFY EXISTING IRRIGATION LINES PRIOR TO TRENCHING. REPAIR ANY DAMAGE CAUSED BY | | ○──── TR | OVERHEAD STATIC SIGN WITH TOLL READER | ETS ELECTRONIC TOLL SYSTEM |
| YOUR OPERATION. REPLACE ANY LANDSCAPING DAMAGED BY YOUR OPERATION. | | 0 | OVERHEAD STATIC SIGN | FD FOUNDATION DEPTH |
| > 12. SHOULD CONDUCTORS OF DIFFERENT VOLTAGE BE MIXED IN THE SAME PULL BOX, CONDUCTORS MUST BE LABELLED ACCORDINGLY. | | · | ELECTRONIC TOLL SYSTEM GANTRY | FDU FIBER OPTIC DISTRIBUTION UNIT |
| 13. ALL CONDUITS FROM PULL BOXES TO THE NEAR TOLL GANTRIES WITH TOLL EQUIPMENT OR VTM | REST OVERHEAD SIGN STRUCTURES OR IS INTO FOUNDATION MUST BE 3" MINIMUM, | TR | WITH TOLL READER | FOPB FIBER OPTIC PULL BOX PULL BOX No.6(E)(SEE SHEET ED- |
| 14. ALL FIXED OBJECTS NOT PROTECTED BY MGS OR OTHER FORM OF PROTECTION MUST BE 30' MINIMUM FROM THE EDGE OF TRAVELED WAY, UNLESS NOTED OTHERWISE. THE ONLY EXCEPTION IS ELECTROLIERS WITH SLIP BASES. FIXED OBJECTS PROTECTED BY MGS MUST BE 4' MINIMUM FROM THE FACE TO THE GUARDRAIL. 15. CONTRACTOR MUST COIL AND PROTECT 40 FT OF SMFO CABLE SLACK IN EACH EXISTING/PROPOSED FOPB AND FOPB(T), AND 60 FT OF SMFO CABLE SLACK IN EACH EXISTING/PROPOSED SPLICE VAULT WHERE THE CABLE PASSES OR ENDS. 16. WELDING DETAILS REQUIREMENTS FOR TRAFFIC PULL BOXES ARE SHOWN ON ED-14. | | TRTR | DOUBLE OVERHEAD STATIC SIGNS WITH TOLL READERS (BUTTERFLY STRUCTURE) | FOPB(T) TRAFFIC-RATED FIBER OPTIC PULL PULL BOX No. 6(E)(T)(SEE SHEET E |
| | | TR | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) STATIC SIGN AND STATIC SIGN WITH TOLL READER | LLLD LONG LEAD-IN-CABLE LOOP DETECT SENSOR UNIT |
| | | —————————————————————————————————————— | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) | NPS XS NOMINAL POST SIZE EXTRA STRONG |
| | | ^ VTMS | STATIC SIGN AND VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE | PG&E PACIFIC GAS AND ELECTRIC |
| | | ──────────────────────────────────── | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) STATIC SIGN AND VARIABLE TOLL MESSAGE SIGN | SM SAN MATEO SMEO SINCLE MODE FIRER OPTIC |
| 17. PROVIDE GROUNDING ELECTRODE, GROUNDING B NON-TRAFFIC, TRAFFIC AND STRUCTURE PULL "TOLL FTS 480 V POWER" AND "TOLL LIGHTING | BOXES MARKED "TOLL ETS POWER", G". SEE ED-16 FOR TYPICAL GROUNDING DETAILS. | | WITH TWO LUMINAIRES | SMFO SINGLE MODE FIBER OPTIC TC TELEPHONE CABLE (12#22) |
| 18. LUMINAIRE MUST BE TYPE III MEDIUM LIGHTING . SEE ED-16 FOR TYPICAL GROUNDING DETAILS. 18. LUMINAIRE MUST BE TYPE III MEDIUM LIGHTING DISTRIBUTION, UNLESS OTHERWISE SPECIFIED. 19. FOR FIBER OPTIC REEL END SPLICE FOR CALTRANS SYSTEM AND TOLL SYSTEM, SEE ED-14 FOR DETAILS. 20. EXISTING CALTRANS EQUIPMENT SHOWN ON E-SHEETS ARE INFORMATIONAL ONLY AND MAY NOT SHOW COMPLETE SYSTEMS. LOCATIONS ARE SHOWN APPROXIMATELY. 21. THE FOLLOWING TOLL EQUIPMENT WILL BE FURNISHED AND INSTALLED BY TSI: CCTV ASSEMBELY, VTMS LED DISPLAY, TOLLING LATERAL FIBER, TOLLING SPLICE ENCLOSURE, TOLLING FIBER END EQUIPMENT, TOLL SYSTEM POWER AND COMMUNICATIONS CONDUCTORS/CABLES, TOLL ASSEMBELY INSIDE ETS AND UPS CABINETS, VTMS ASSEMBELY INSIDE VTMS CABINET, AND TOLL READER ASSEMBELY. 22. THE FOLLOWING TOLL EQUIPMENT WILL | | TR ✓ VTMS | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) IS STATIC SIGN WITH TOLL READER AND | TR TOLL READER |
| | | V 1 IVI | VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE | TSI TOLL SYSTEM INTEGRATOR |
| | | TR TR | ^`VTMS STATIC SIGN WITH TOLL READER AND VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND TOLL READER | TVC TELEVISION CONTROL CABLE |
| | | VTMS | | TVCP TELEVISION CONTROL POWER CABLE |
| | | TR TR | | TVL TELEVISION VIDEO CABLE |
| | | VTMS | STATIC SIGN WITH TOLL READER AND VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES AND TOLL RE | TVP TELEVISION POWER CONDUCTOR ADER |
| 22. THE FOLLOWING TOLL EQUIPMENT WILL | | | | UPS UNINTERRUPTIBLE POWER SUPPLY |
| BE FURNISHED BY TSI: ETS AND UPS CABINETS, VTMS CABINET, | ELECTRICAL INDEX: | VTMS VTMS | DOUBLE OVERHEAD VARIABLE TOLL MESSAGE SIGNS WITH DOUBLE LUMINAIRES (BUTTERFLY STRUCTURE) | VES VEHICLE ENFORCEMENT SYSTEM VSN VEHICLE SENSOR NODE |
| AND ETS HUB CABINET. | E-1 NOTES, ELECTRICAL INDEX, LEGEND AND ABBREVIATIONS | TR | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) | VTA VALLEY TRANSPORTATION AUTHORIT |
| | E-2 TO E-5 LEGEND | VTMS | VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND | VTMS VARIABLE TOLL MESSAGE SIGN |
| | E-6 TO E-33 FIBER OPTIC CABLE SYSTEM | _ | TOLL READER | WMVDS WIRELESS MAGNETOMETER VEHICLE |
| | E-34 TO E-60 ELECTRONIC TOLL SYSTEM | | STEP-UP/STEP-DOWN TRANSFORMER CONCRETE PAD FOUNDATION FOR | DETECTION STATION |
| | E-61 TO E-77 LIGHTING TOLL SYSTEM | F | FUTURE MODEL 332L CABINET | |
| | E-78 TO E-106 MODIFYING EXISTING ELECTRICAL SYSTEM E-107 TO E-141 TOS FIBER OPTIC SYSTEM | | BACKHAUL HUB CABINET ASSEMBLY MODEL 333 | |
| | E-142 NOTES AND LEGEND (TEMPORARY) | | CONCRETE PAD FOUNDATION FOR FUTURE ETS HUB CABINET | |
| | E-143 TO E-166 TEMPORARY TRAFFIC MONITORING STATION S | SYSTEM | FIBER OPTIC SPLICE VAULT | TES, ELECTRICAL INDEX, |
| | ED-1 TO ED-44 ELECTRICAL SYSTEM DETAILS | | (SEE SHEET ED-4) | SEND AND ABBREVIATIONS |
| .5 | EQ-1 TO EQ-5 ELECTRICAL SYSTEM QUANTITIES | $\overline{\lfloor v} \rfloor$ | Exist FIBER OPTIC SPLICE VAULT | E - ' |

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0419000117

USERNAME =>ernie.garnica

PROJECT NUMBER & PHASE

E-2

RELATIVE BORDER SCALE UNIT 0703

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BORDER LAST REVISED 7/2/2010

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RELATIVE BORDER SCALE IS IN INCHES

UNIT 0703

PROJECT NUMBER & PHASE

LEGEND

DATE TIME

0419000117

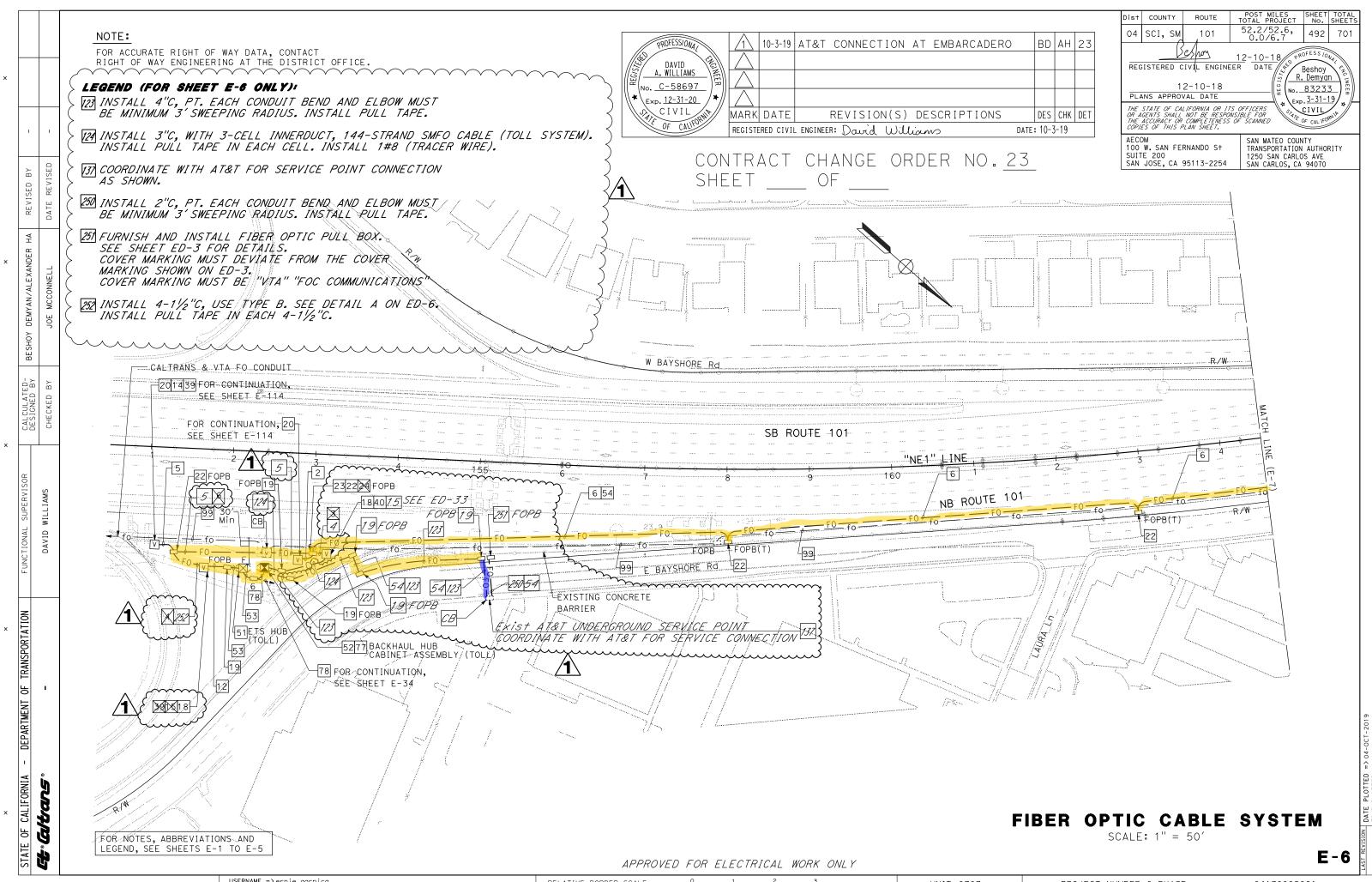
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UNIT 0703

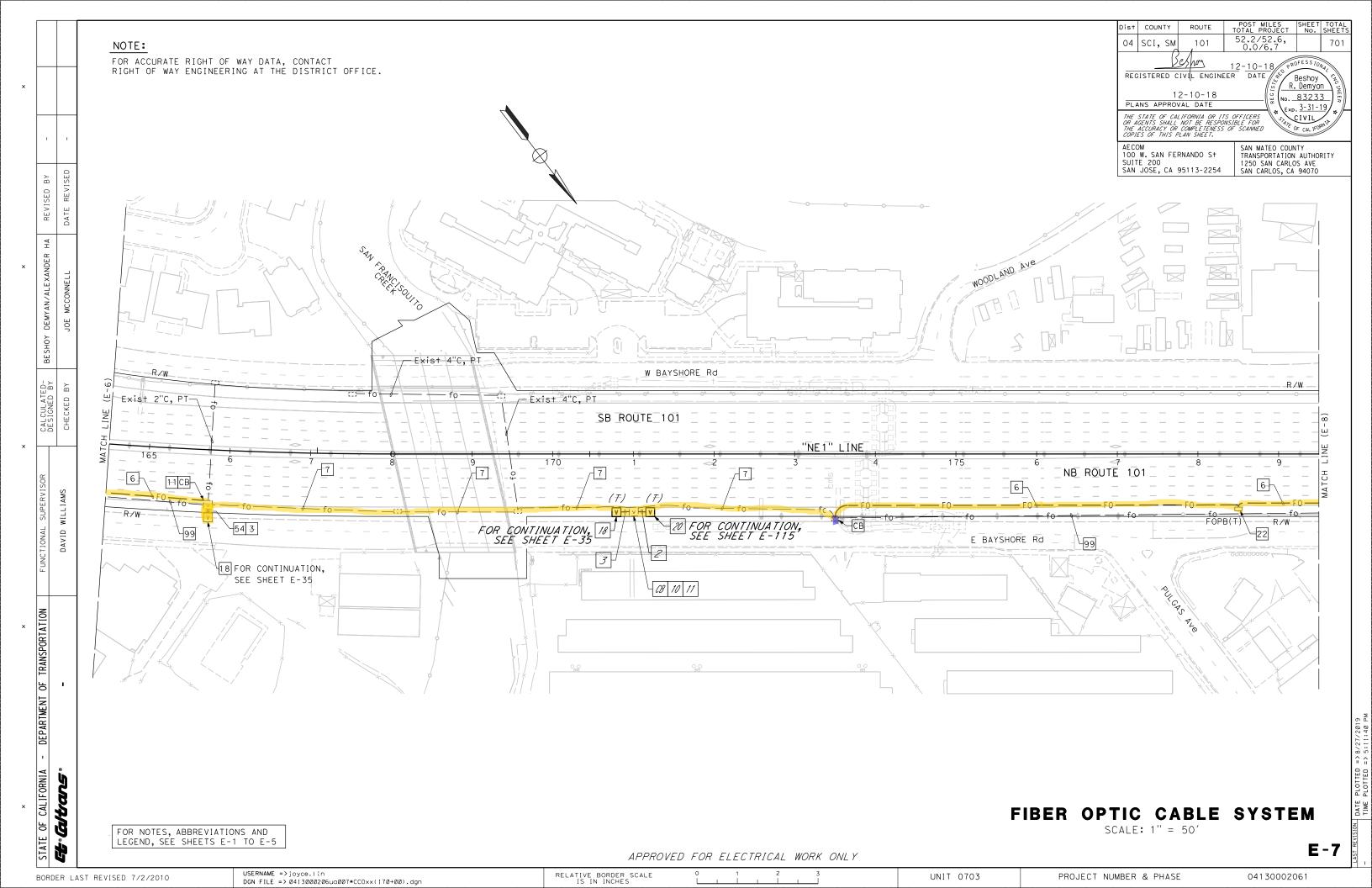
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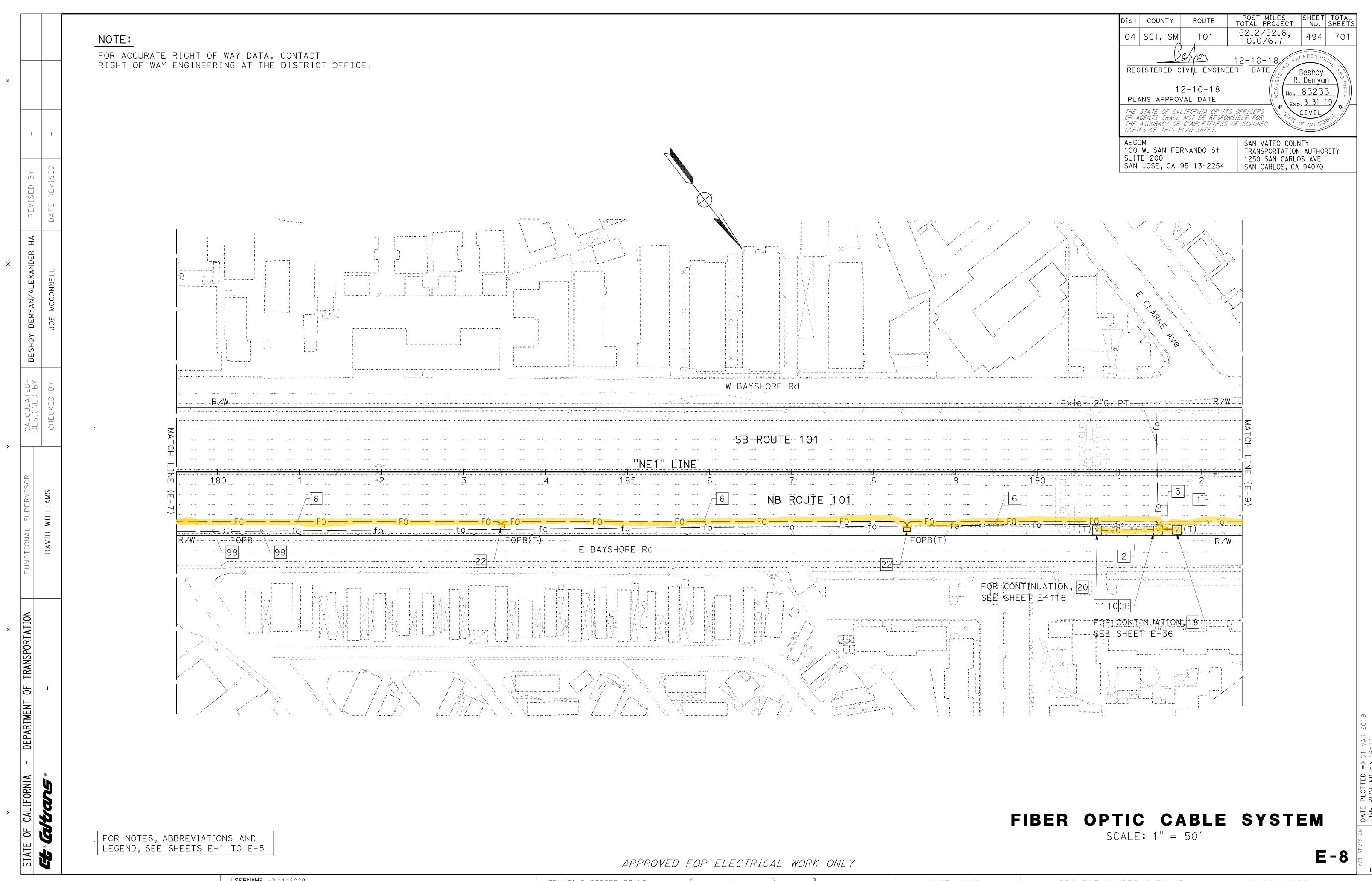


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UNIT 0703

PROJECT NUMBER & PHASE



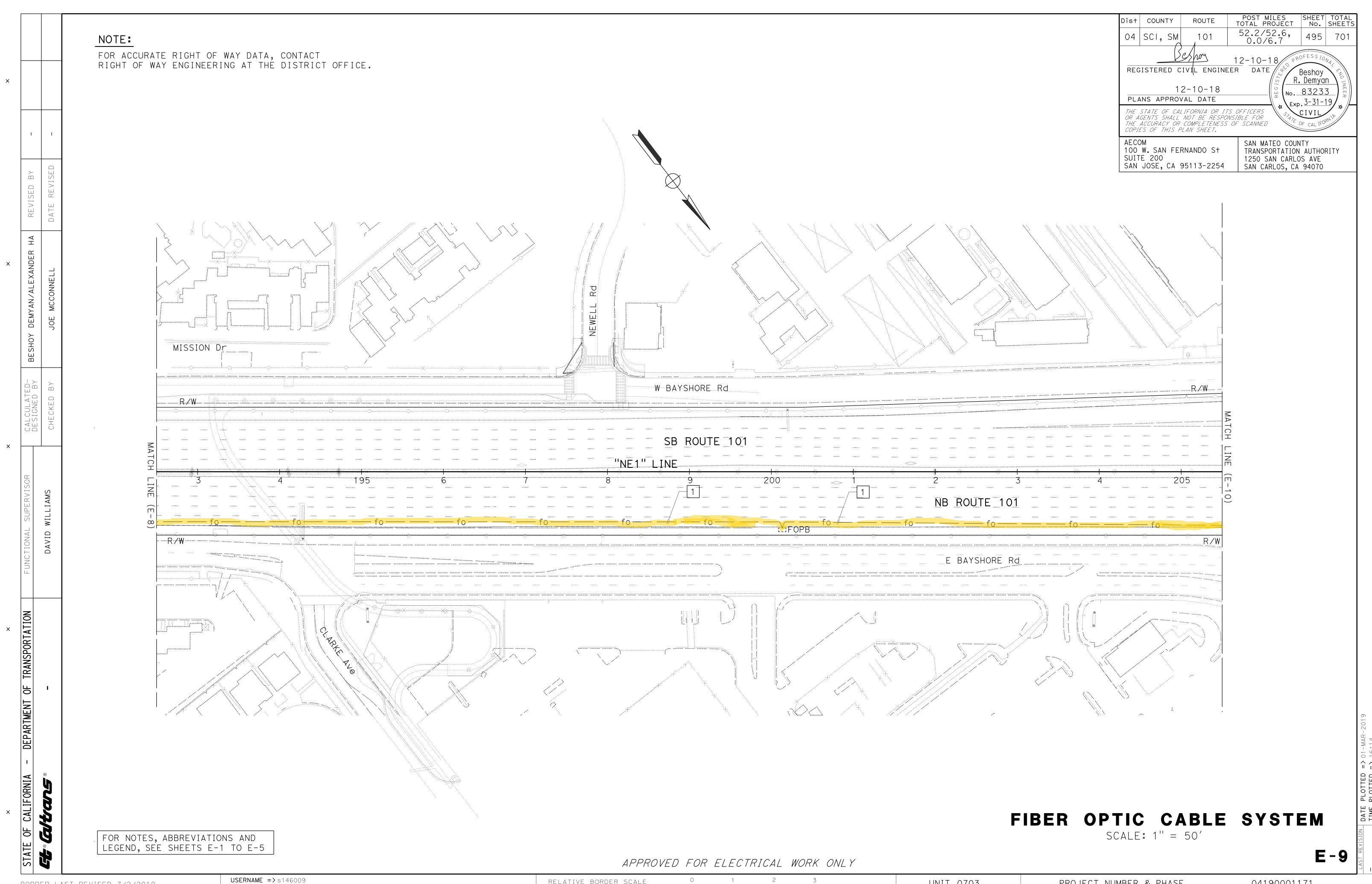


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UNIT 0703

PROJECT NUMBER & PHASE

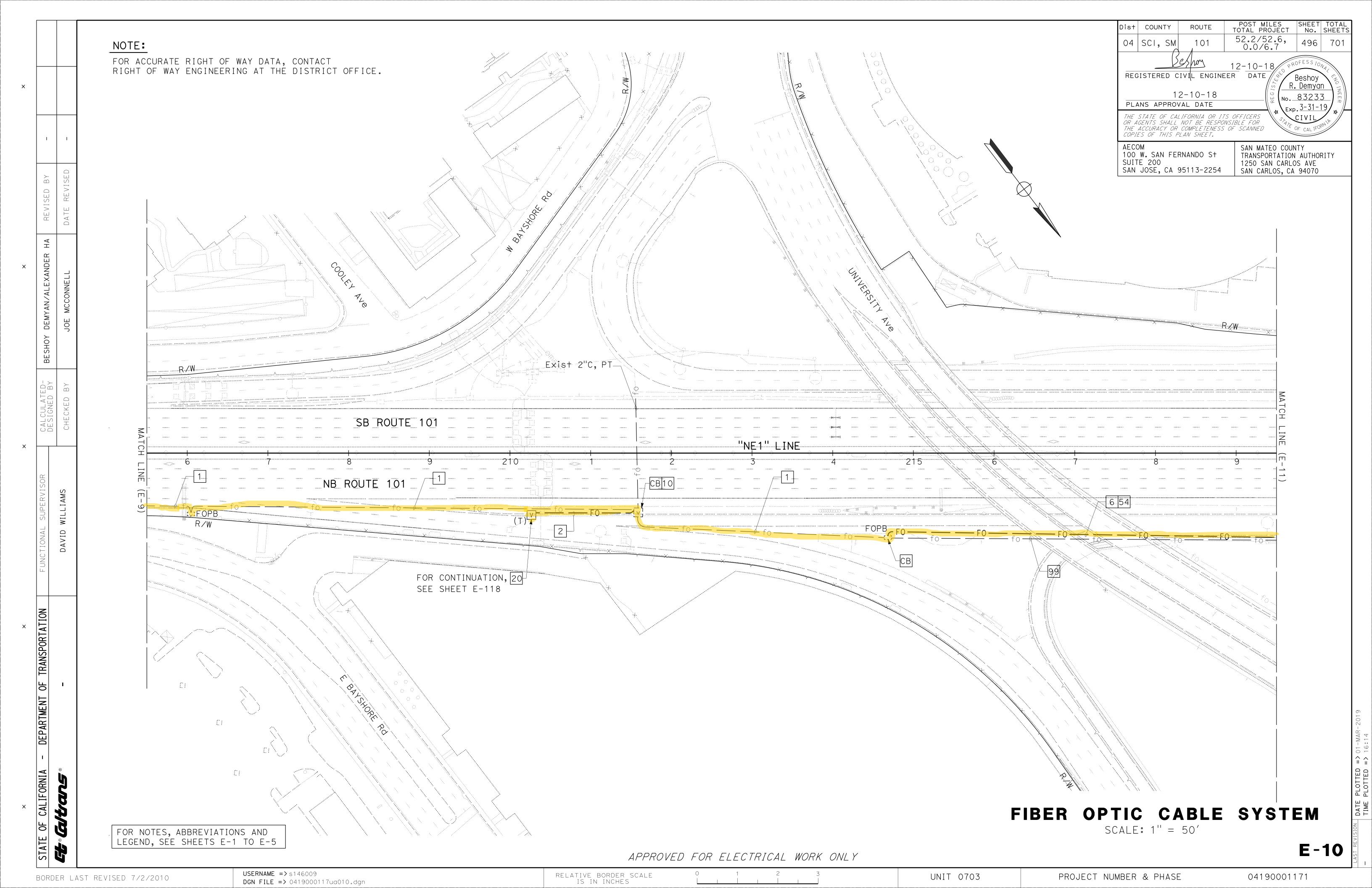


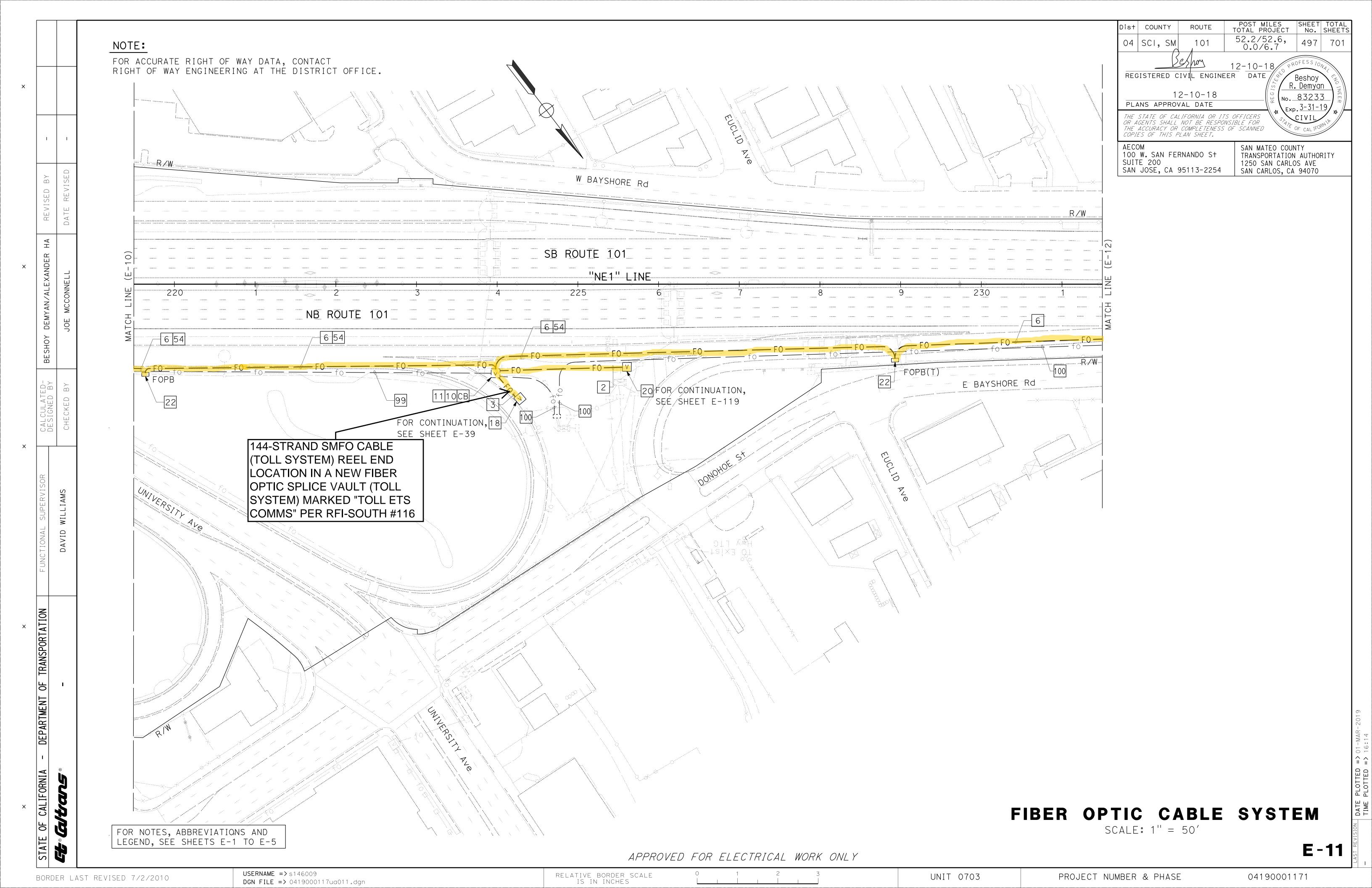
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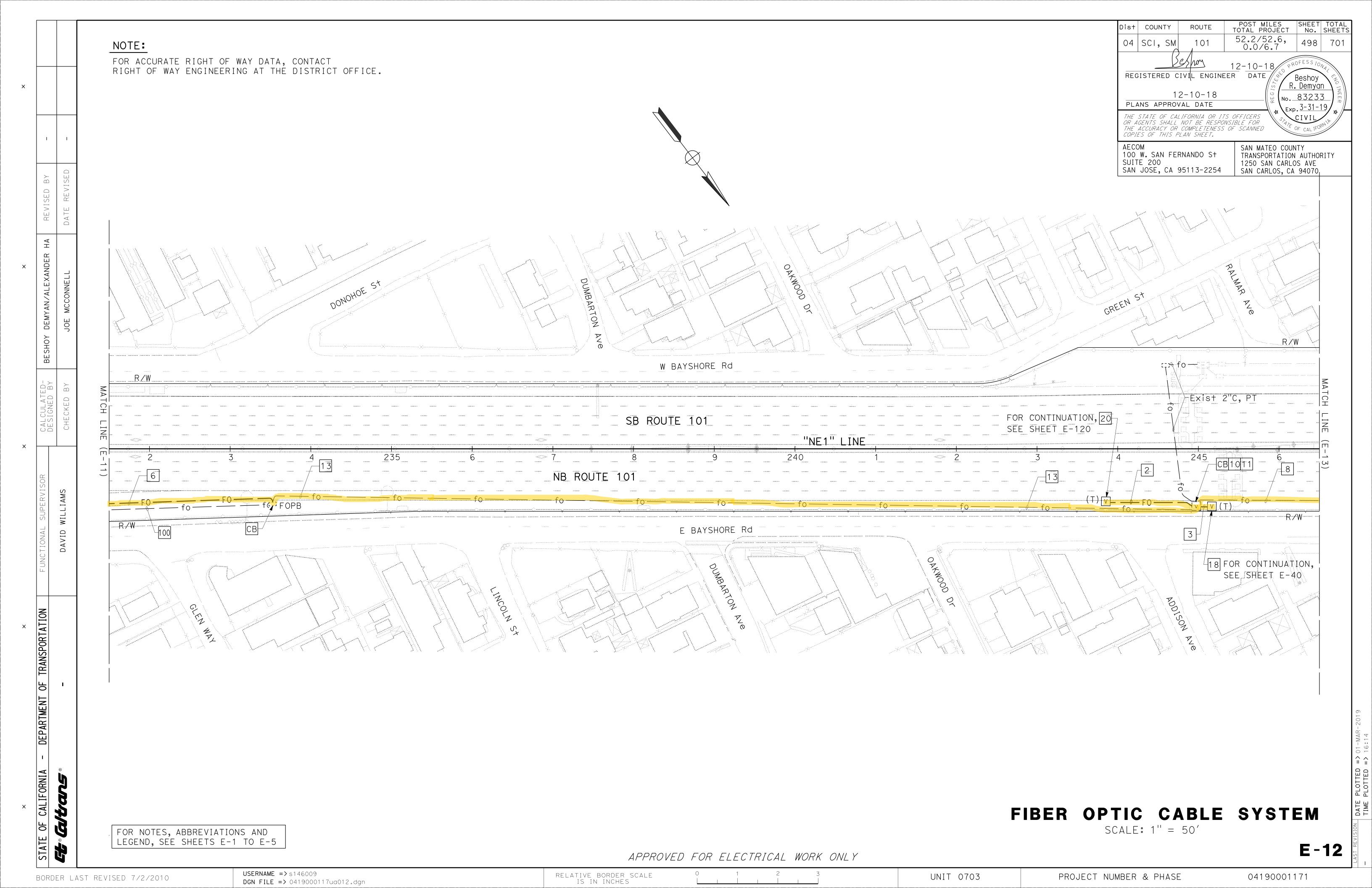
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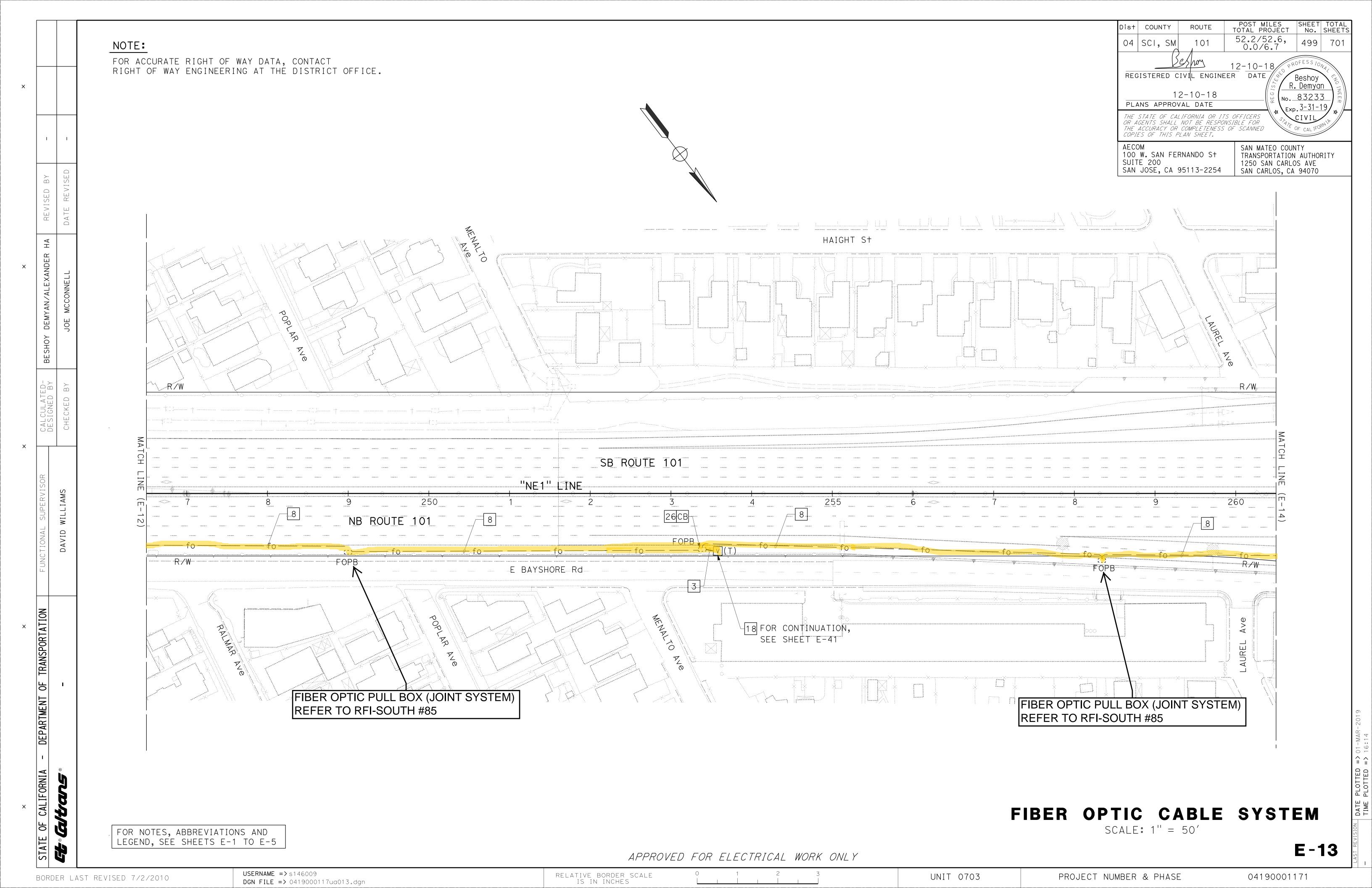
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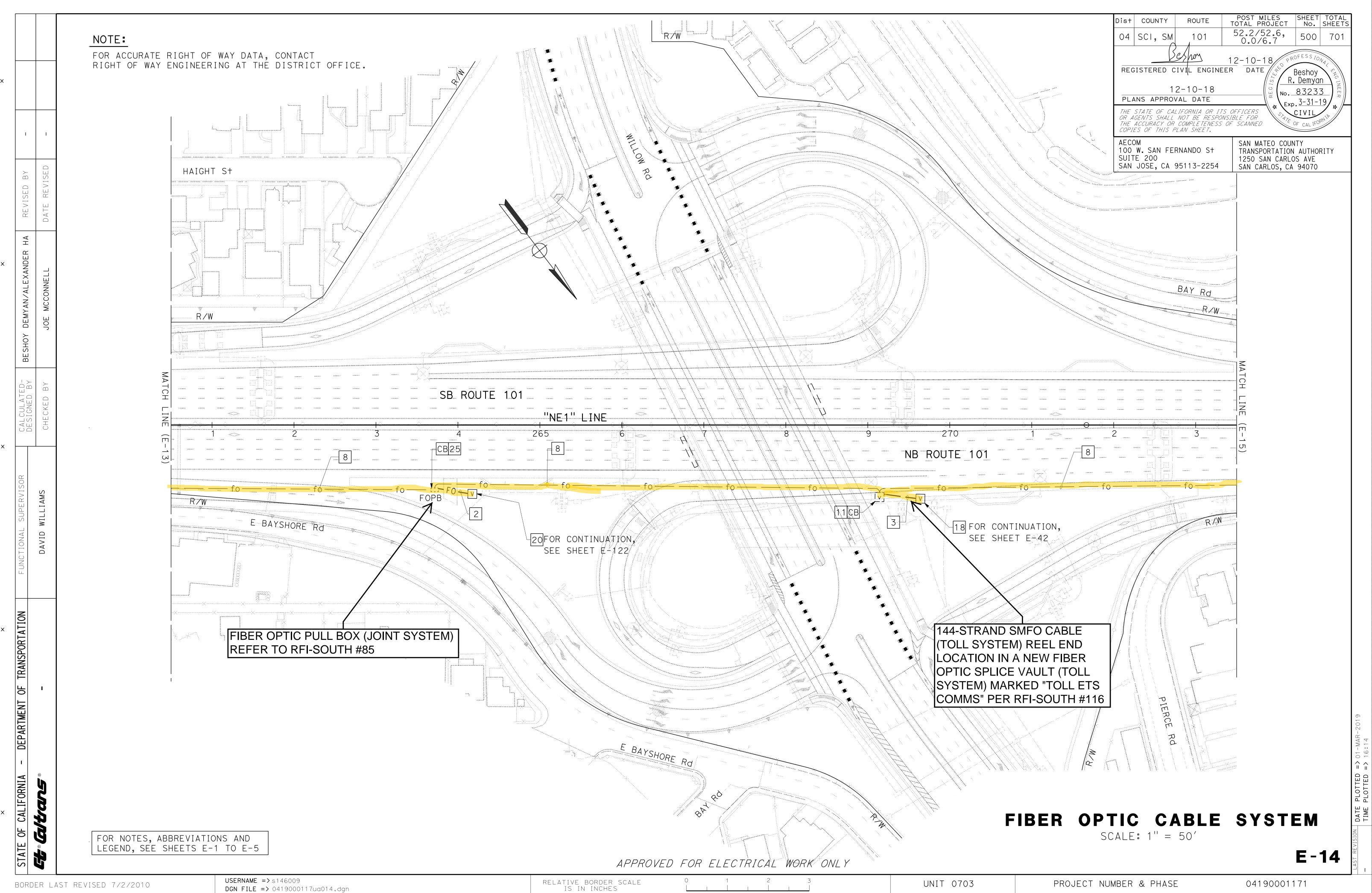
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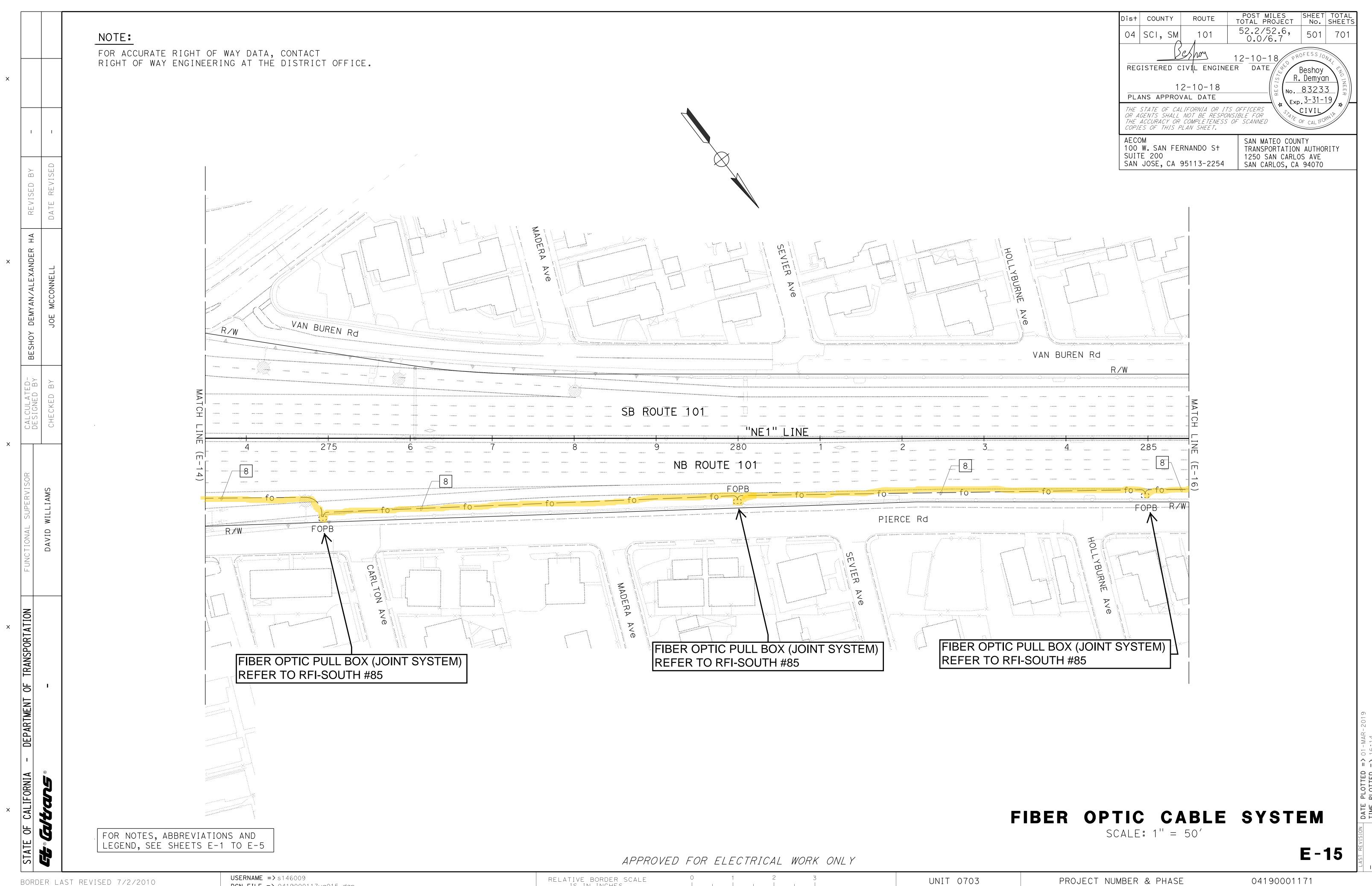








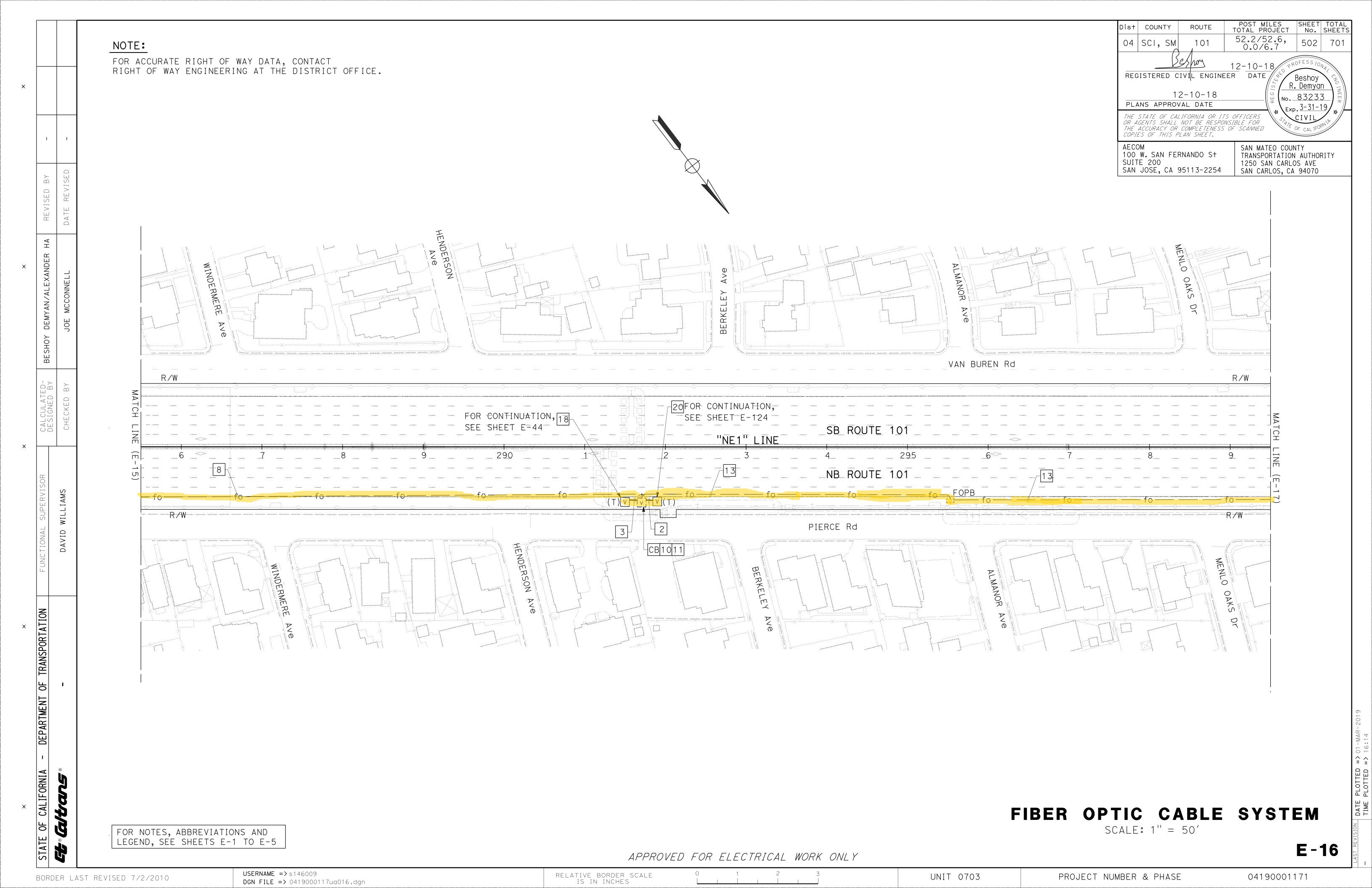
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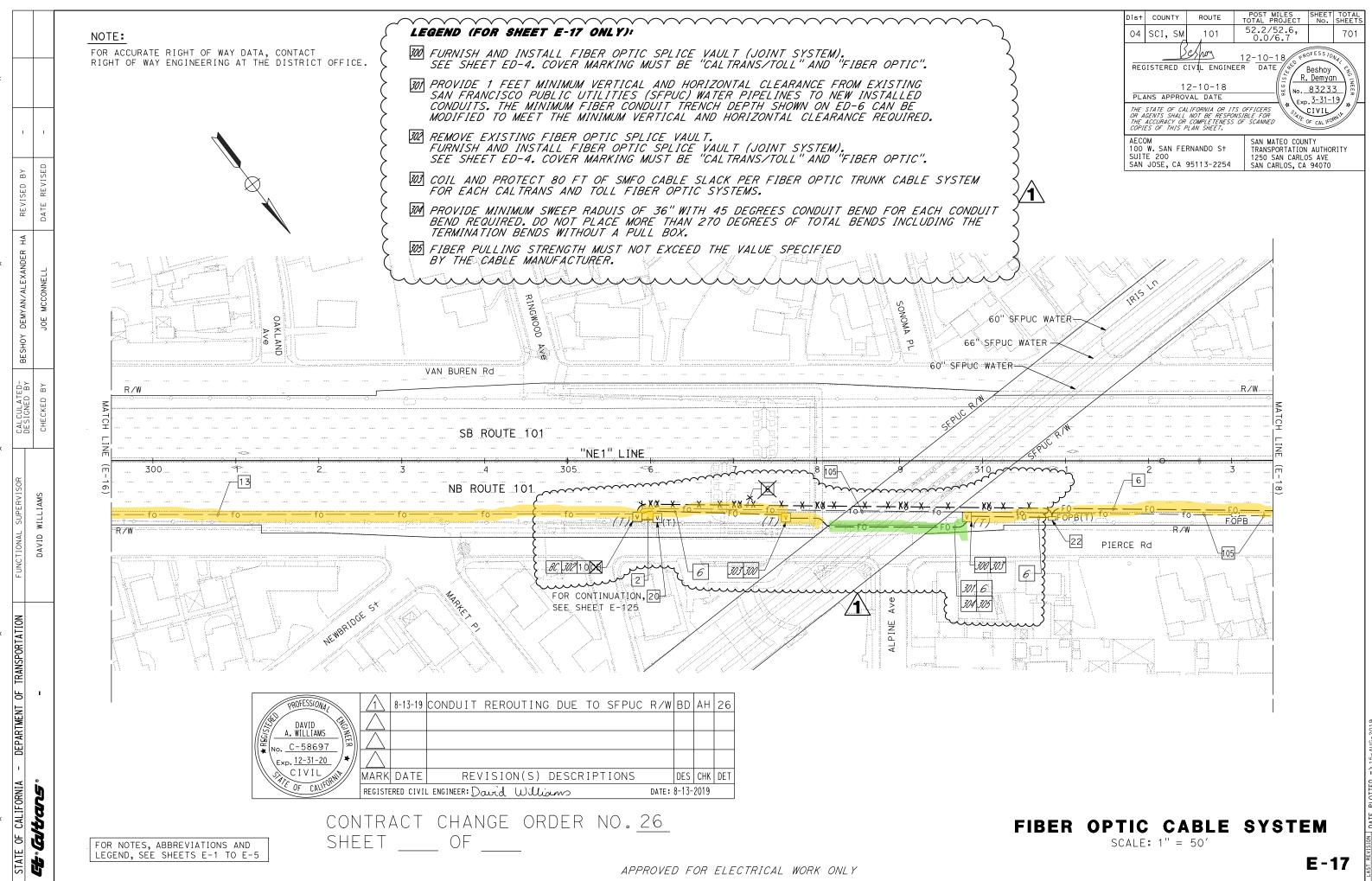


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UNIT 0703





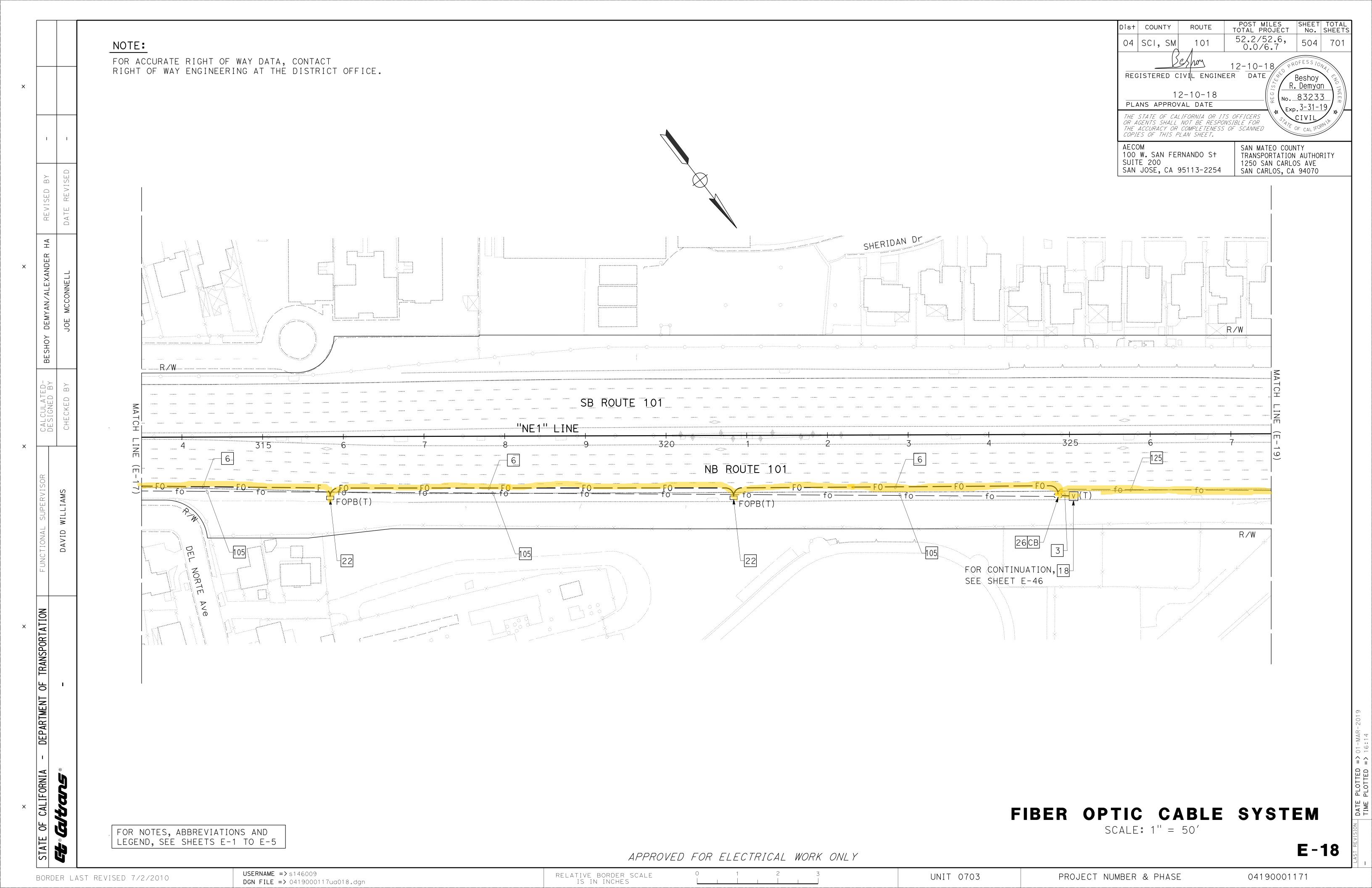
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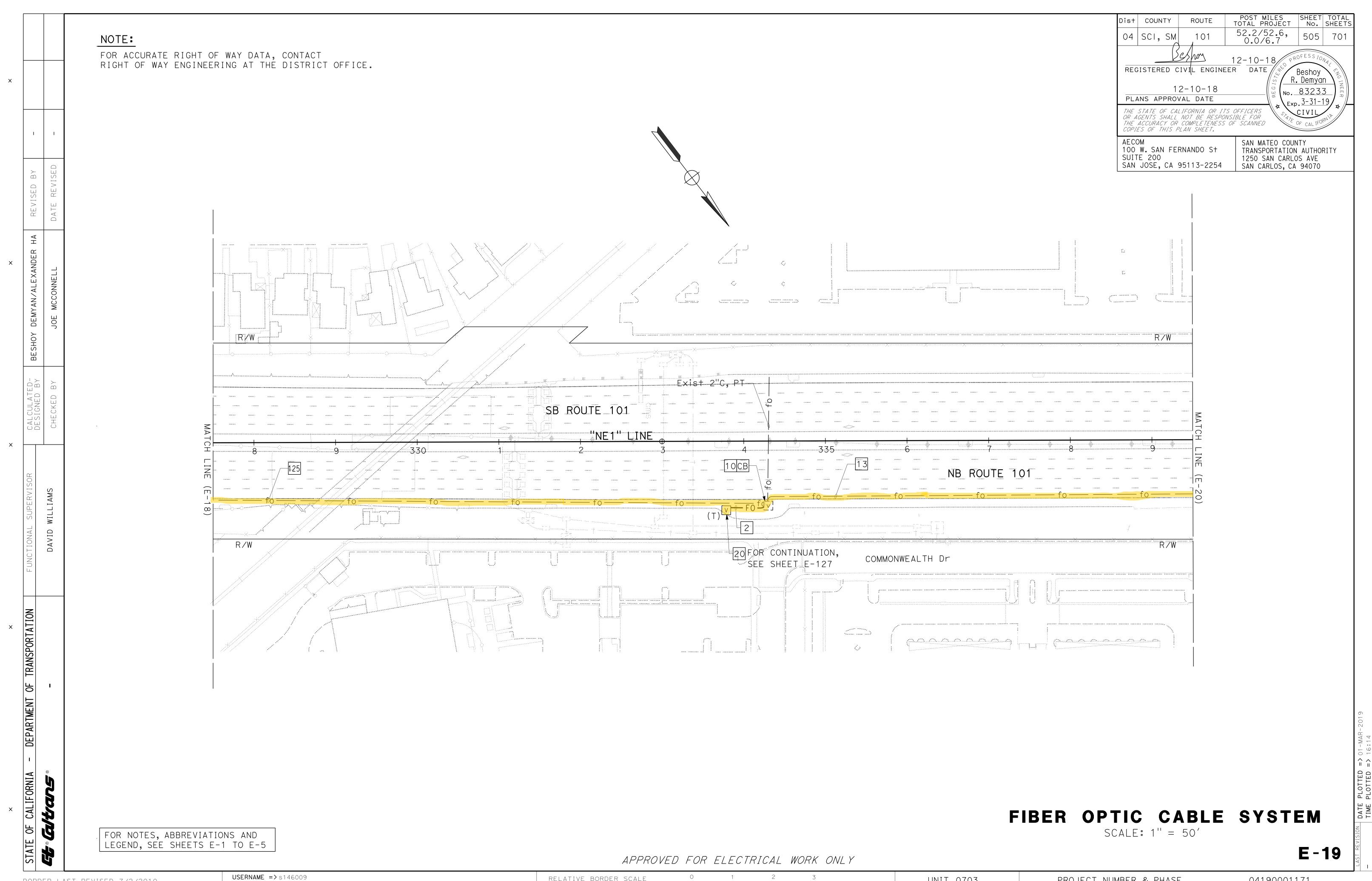
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PROJECT NUMBER & PHASE



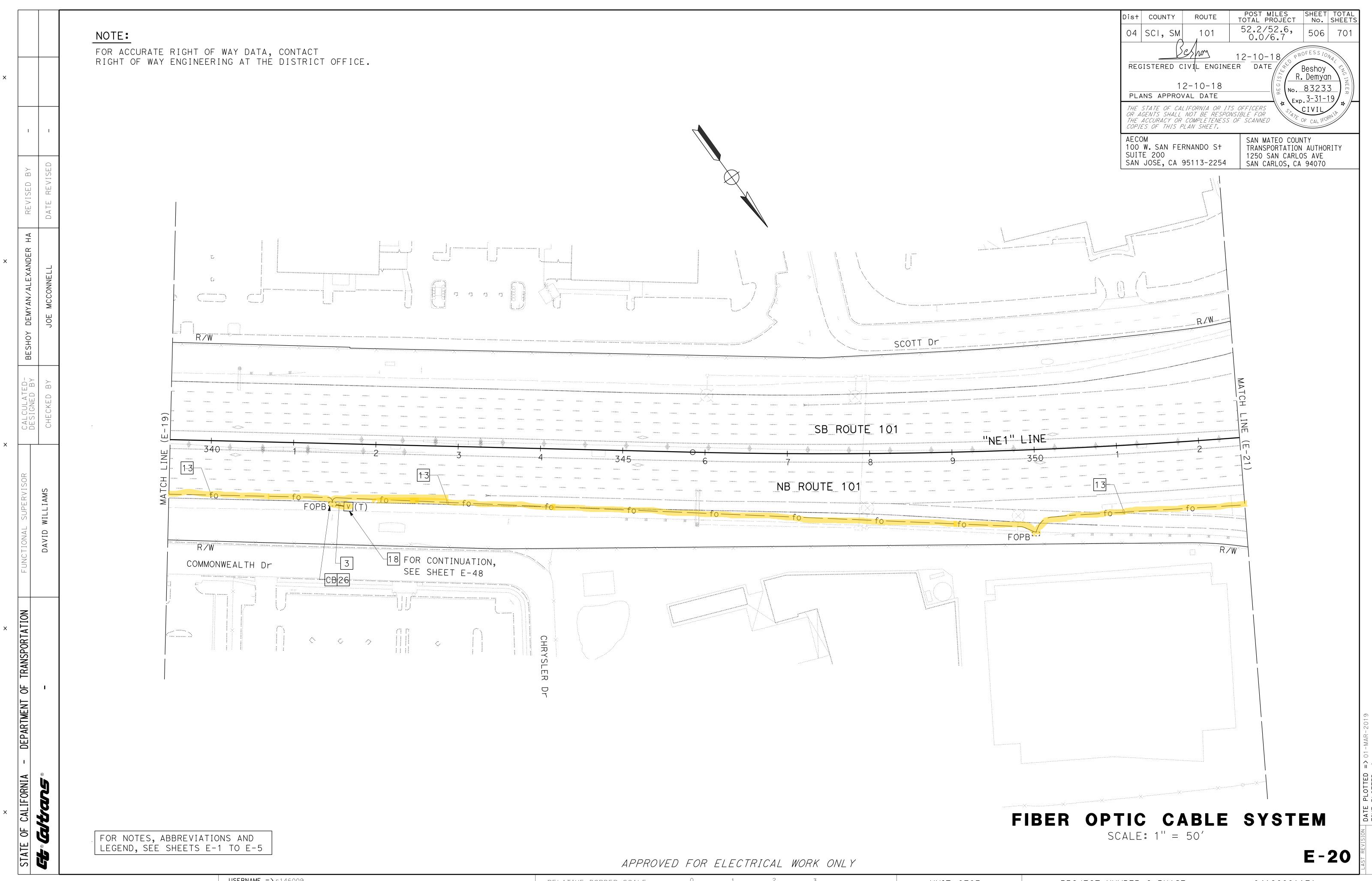


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UNIT 0703

PROJECT NUMBER & PHASE

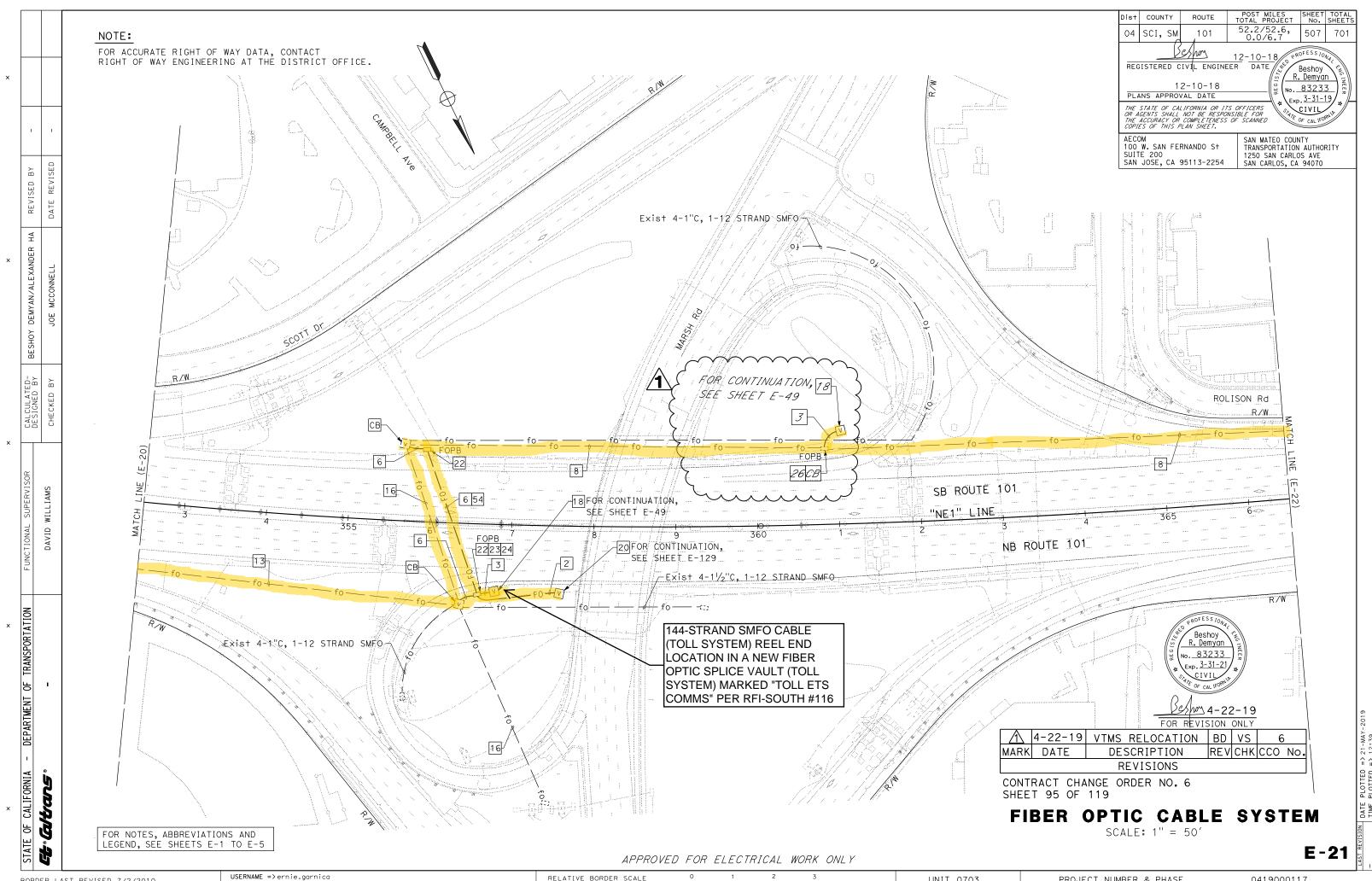


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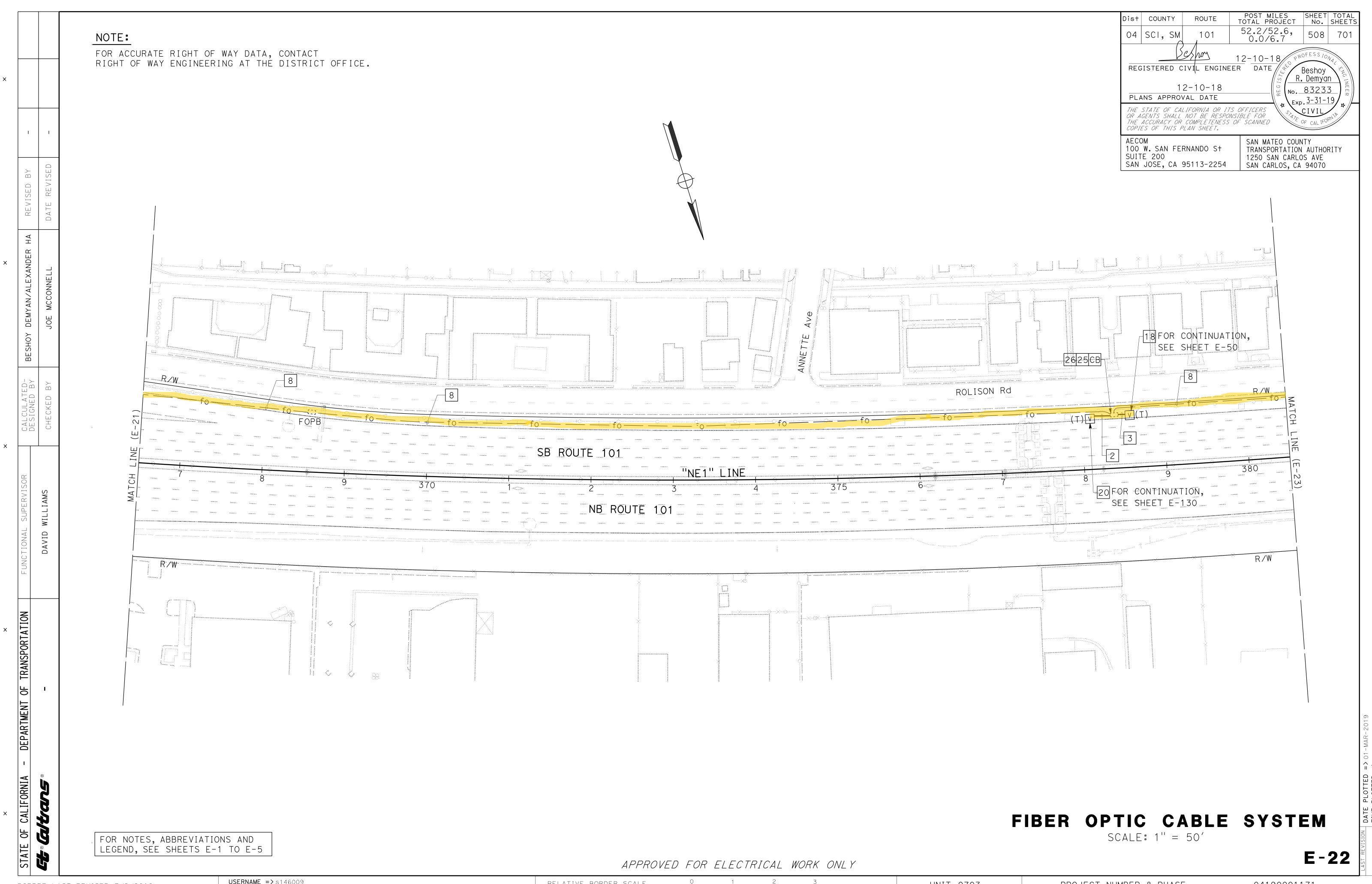


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UNIT 0703

PROJECT NUMBER & PHASE



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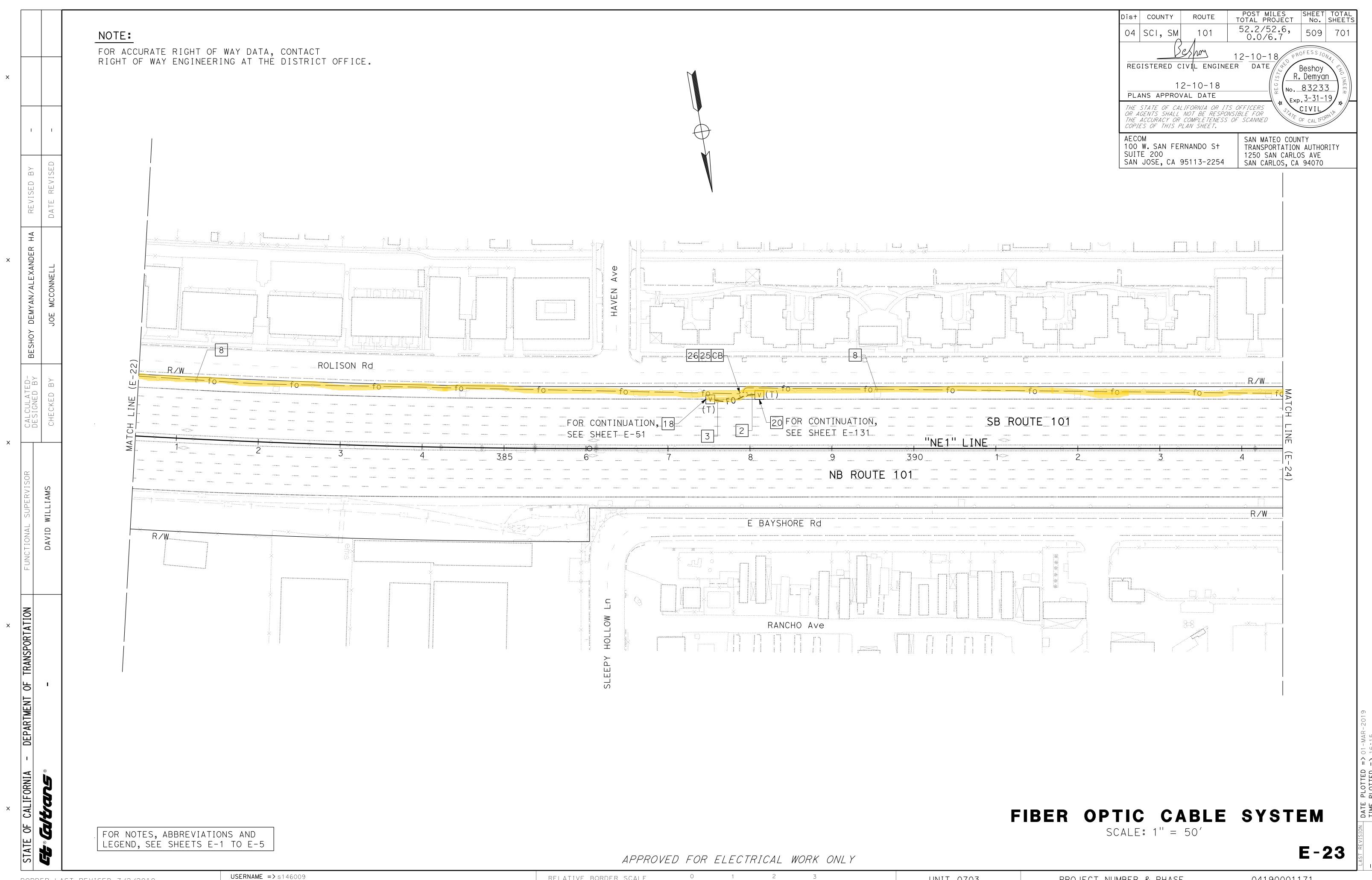
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UNIT 0703

PROJECT NUMBER & PHASE

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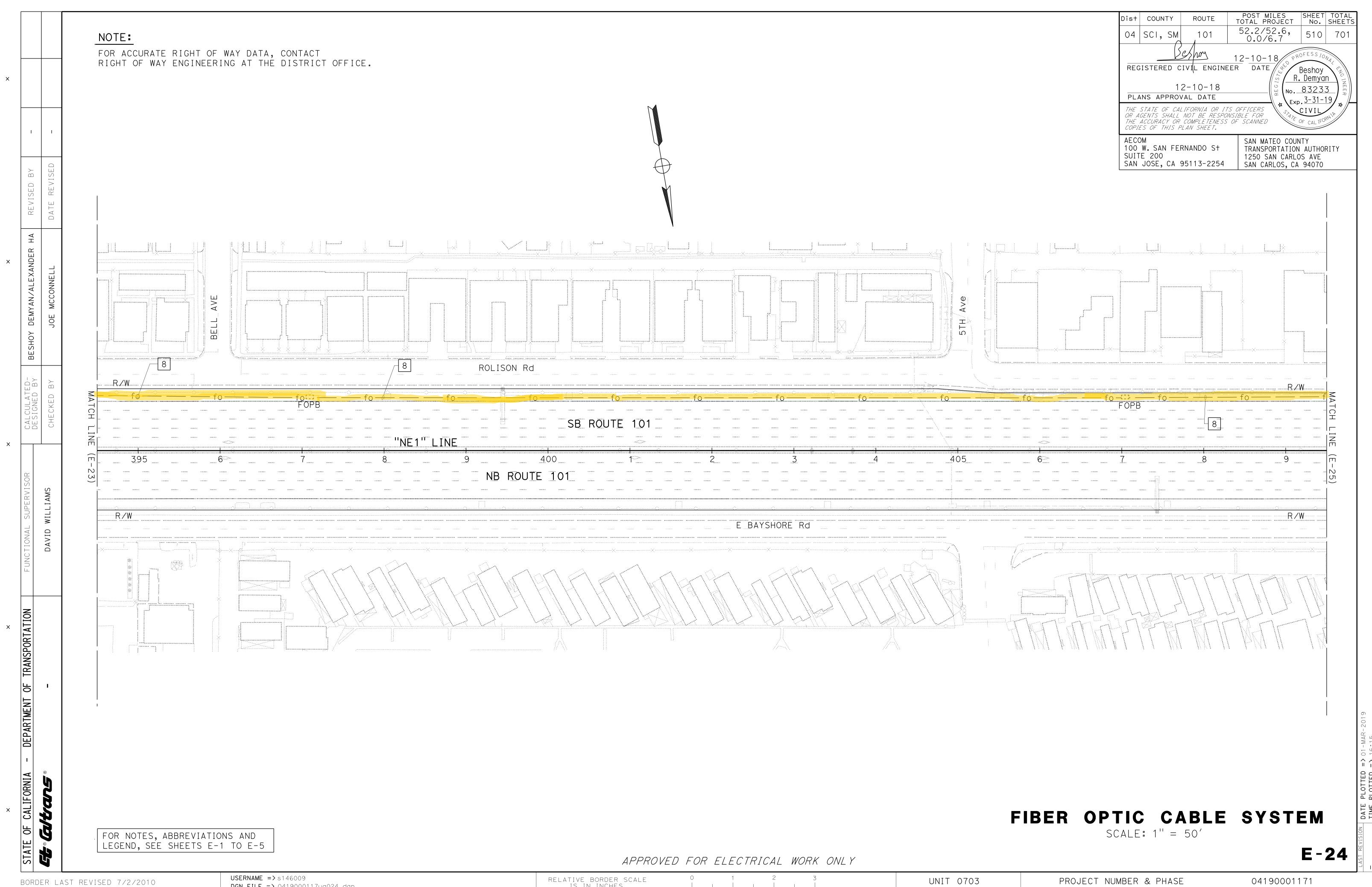


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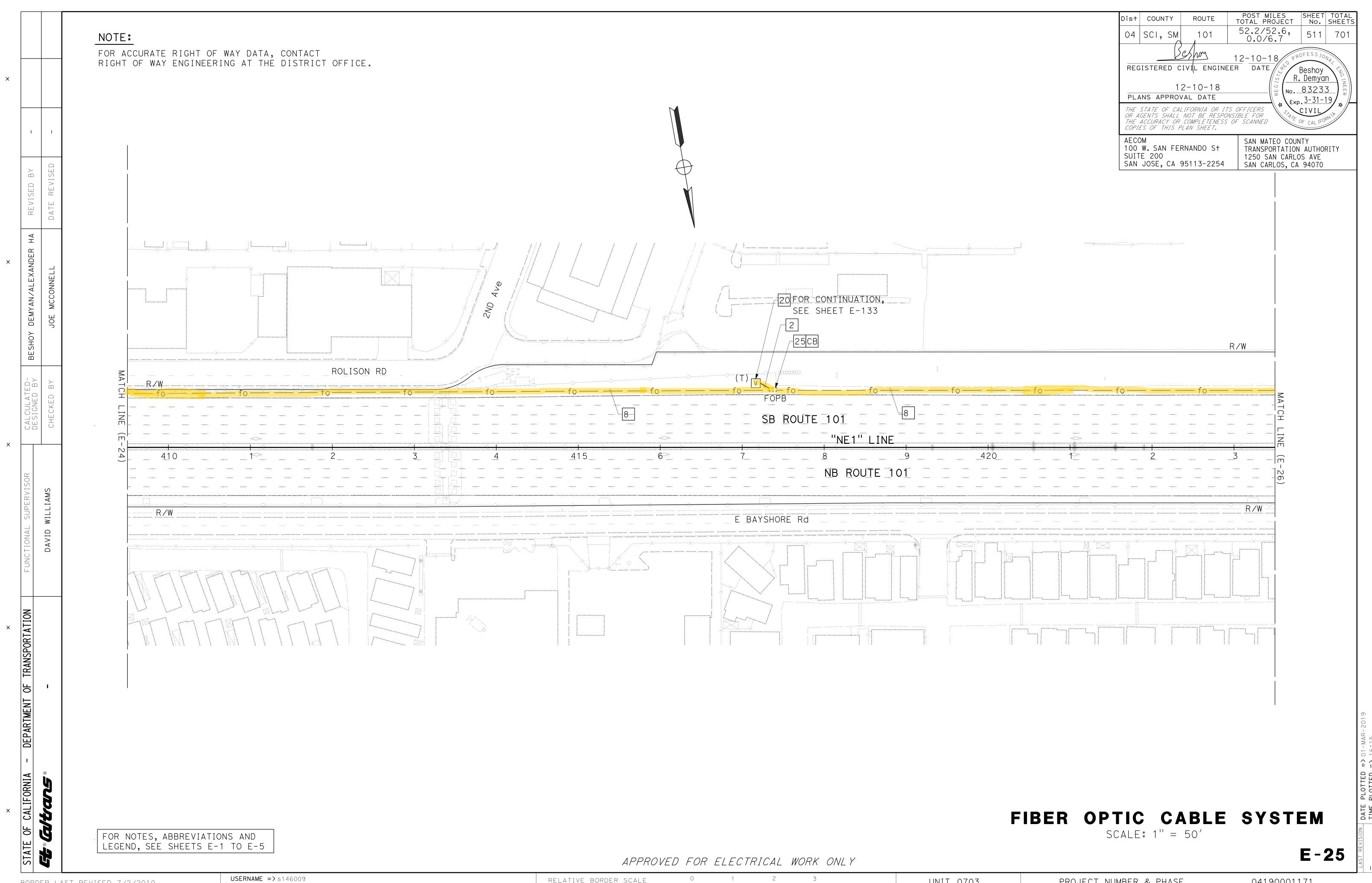
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PROJECT NUMBER & PHASE



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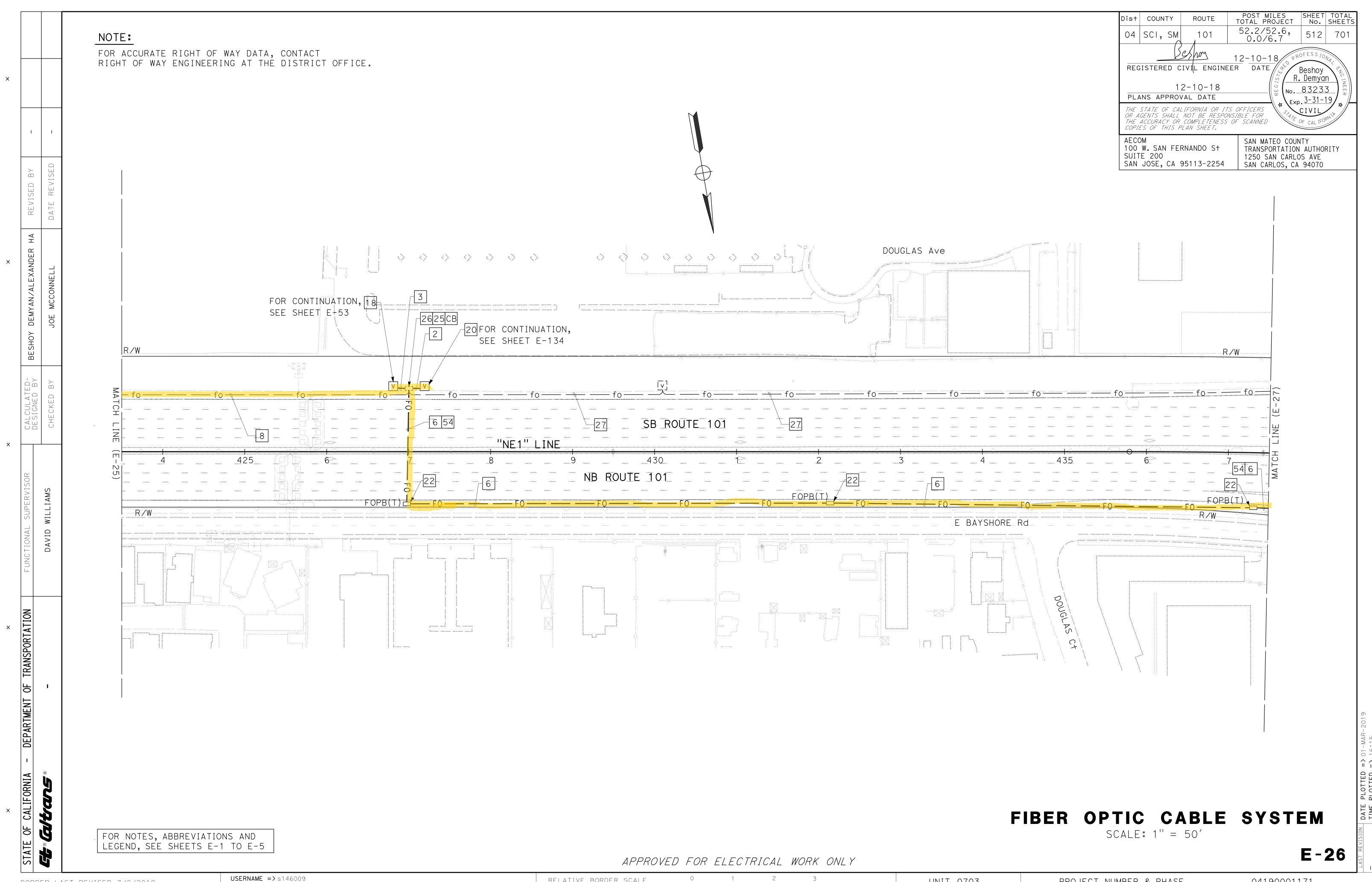
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PROJECT NUMBER & PHASE

04190001171

UNIT 0703



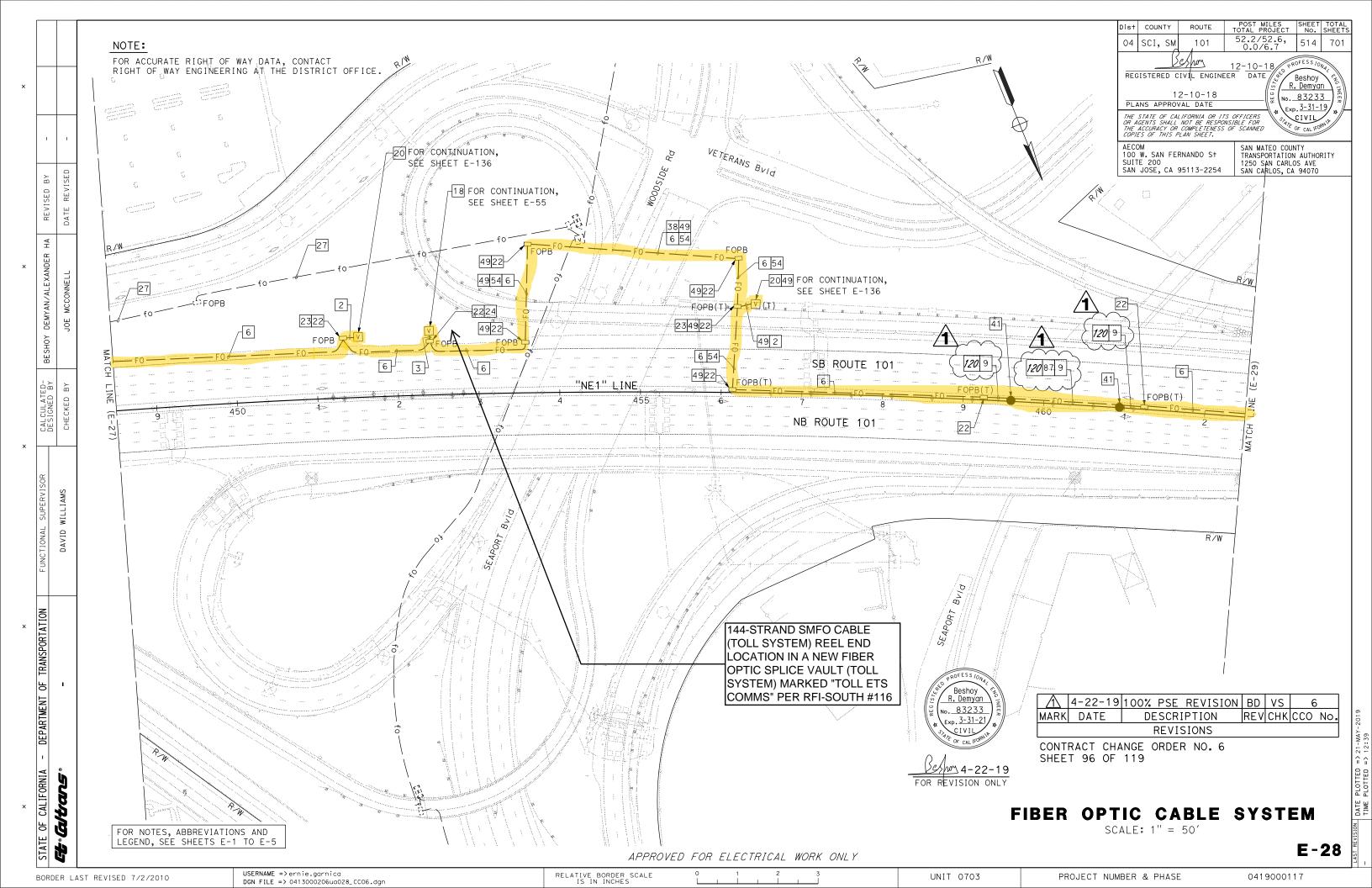
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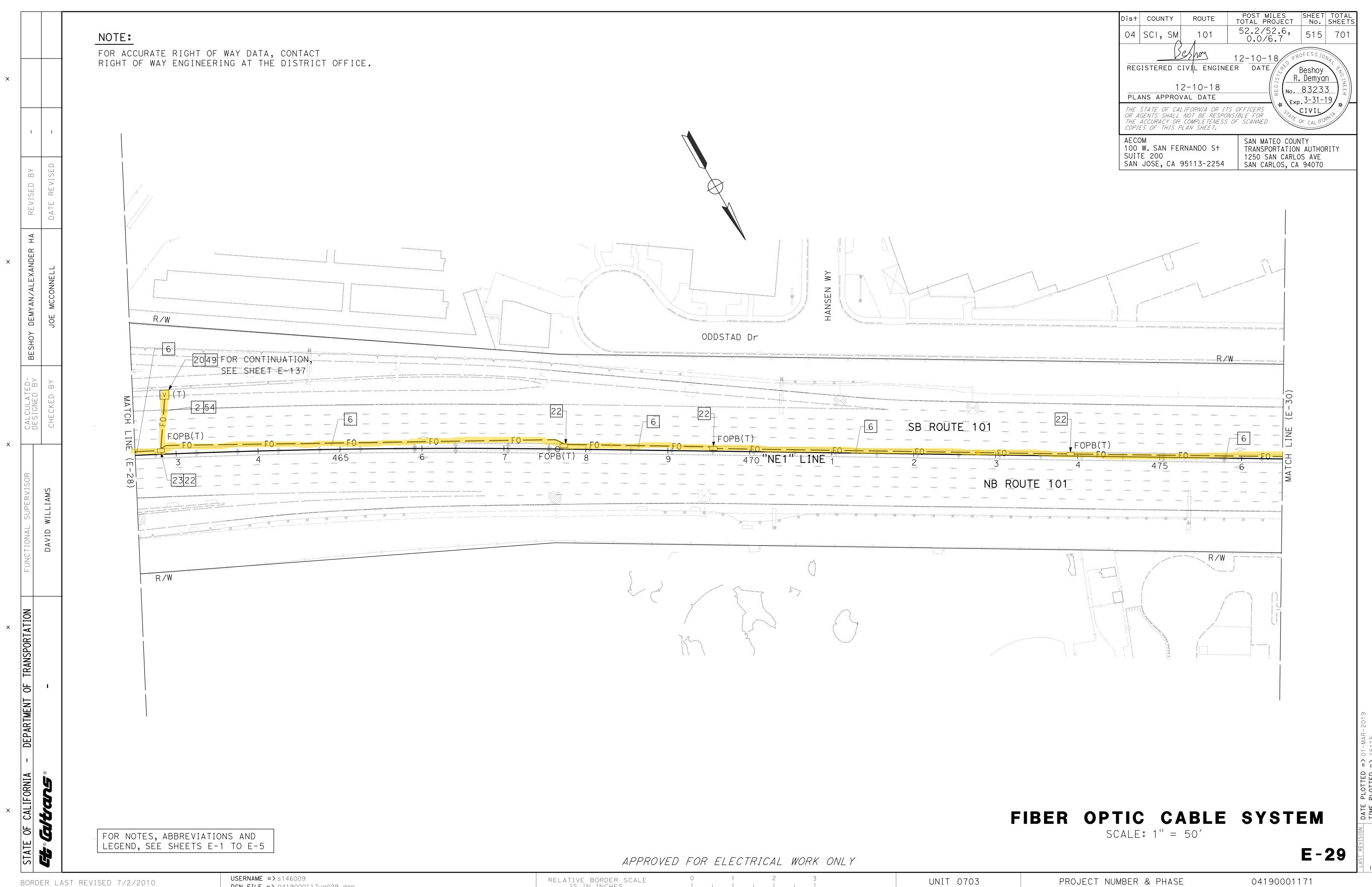
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UNIT 0703

PROJECT NUMBER & PHASE



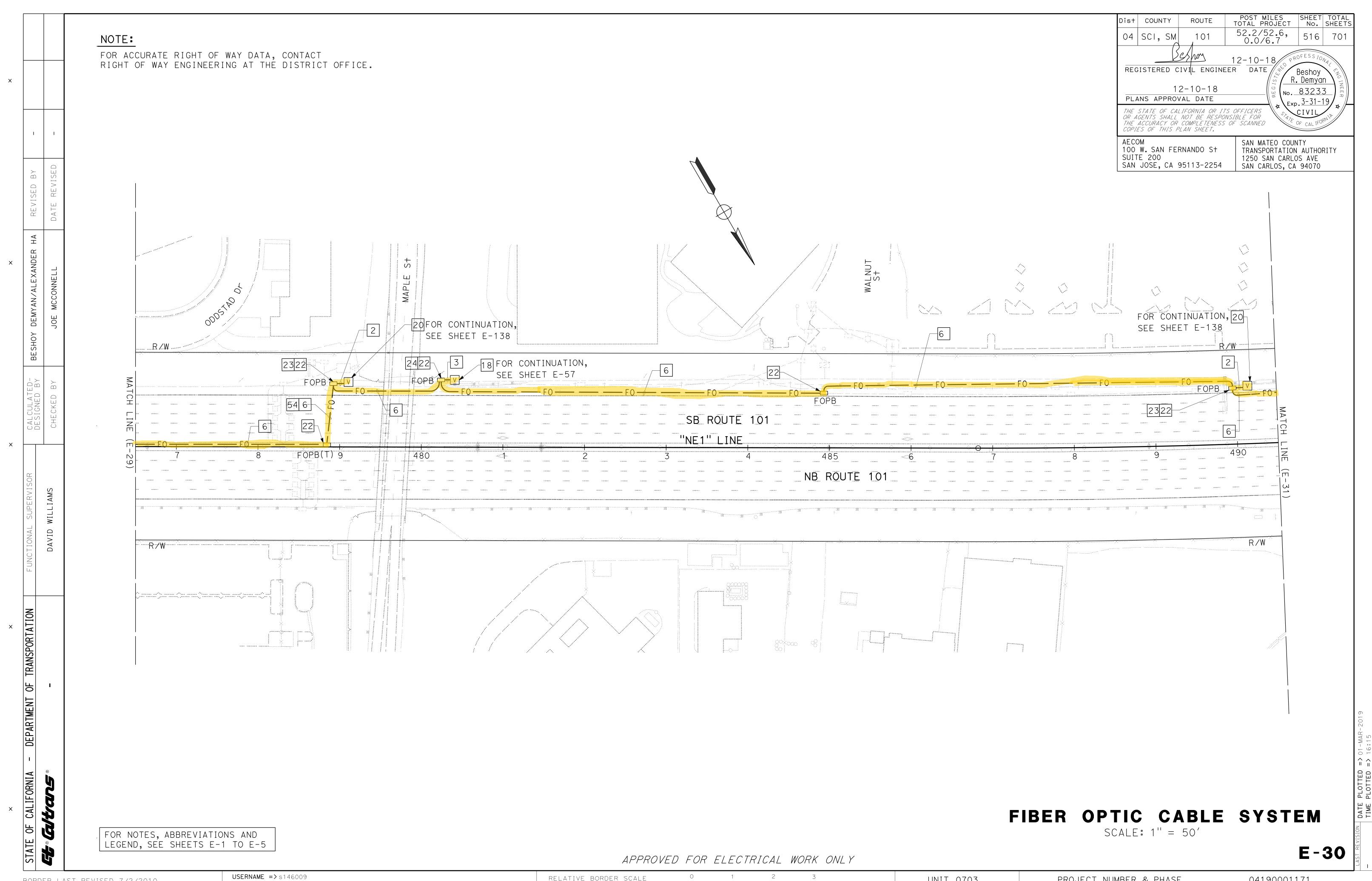




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UNIT 0703

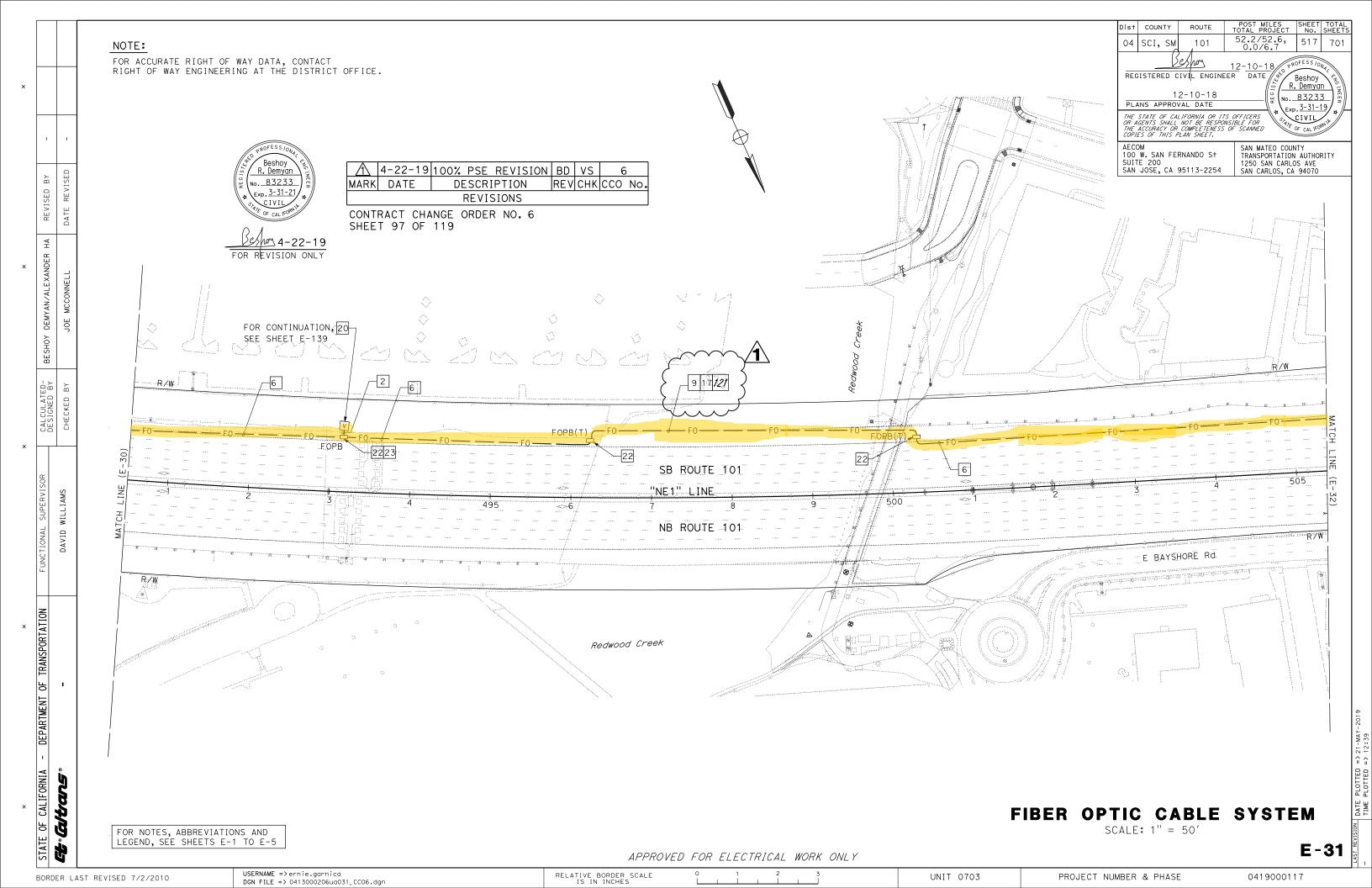


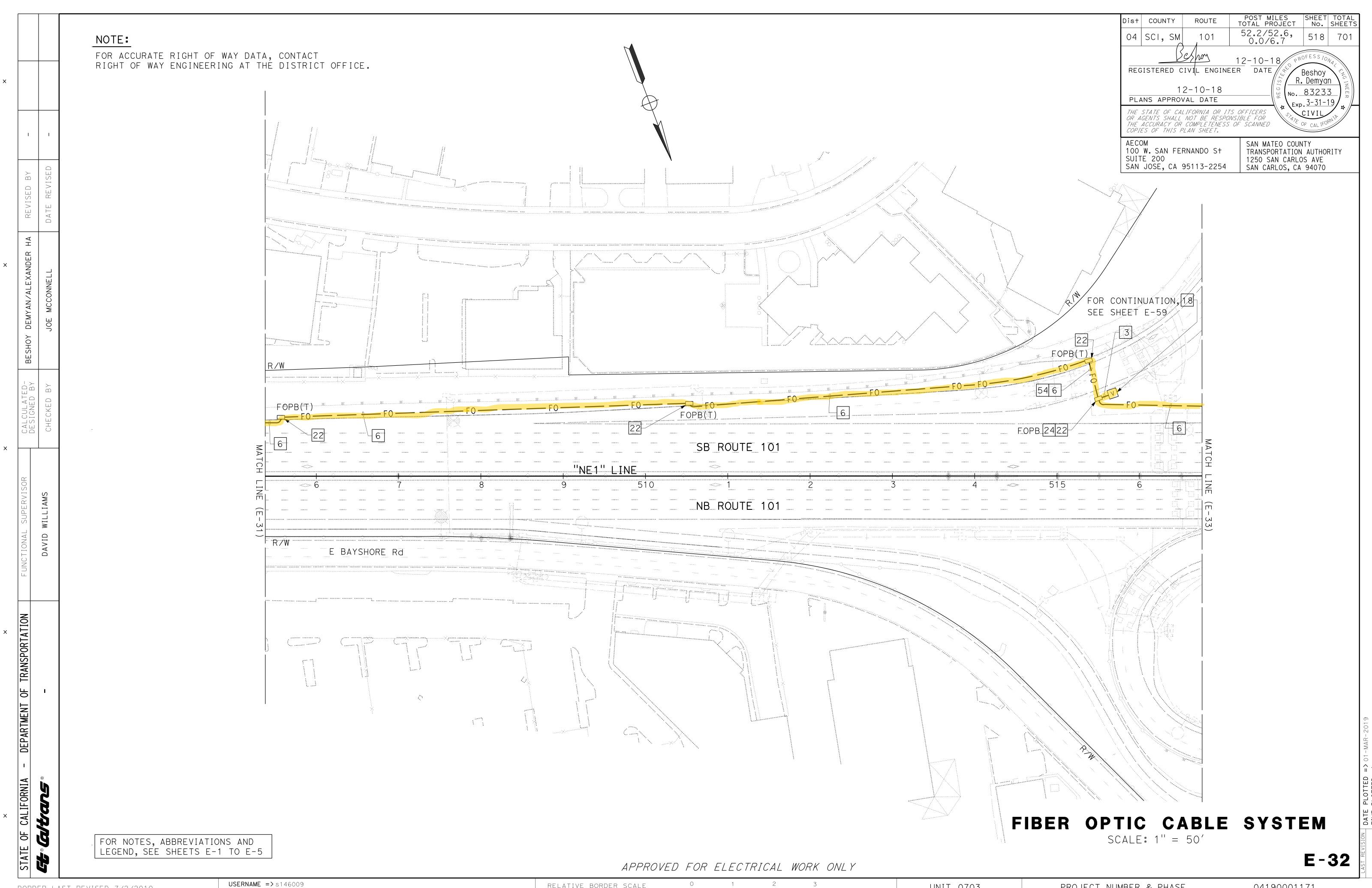
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UNIT 0703

PROJECT NUMBER & PHASE



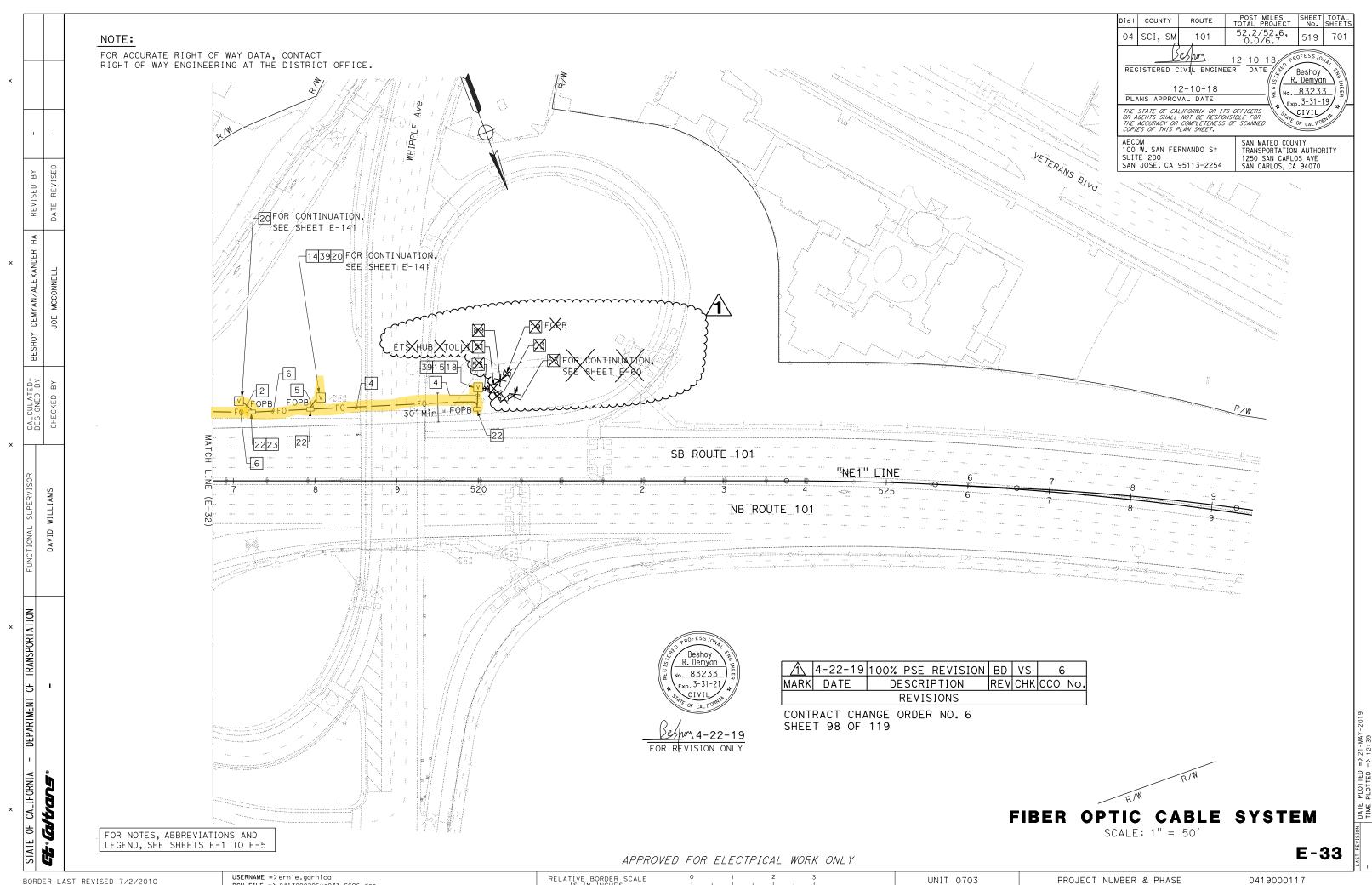


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UNIT 0703

PROJECT NUMBER & PHASE



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RELATIVE BORDER SCALE IS IN INCHES

UNIT 0703

Northern Segment Fiber Optic Crossovers Exhibit (E-5 through E-62):

Fiber Optic Crossovers in the State Right of Way.

Fiber Optic Crossovers in the City Right of Way.

For more details and notes, see the LEGEND sheets (E-1 and E-3).

2022-03-08

| | NOTES: | LEGEND: | | | Dist COUNTY ROUTE POST MILES SHEET NO. 04 SCI, SM 101 50.3/52.6, 1632 | |
|----------|---|--|---|---------------|---|--|
| | 1. VERIFY ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. CON USA NORTH 811(1-800-277-2600) AT LEAST 48 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE 10 FT OF THE NEW FOUNDATIONS, LOCATE UNDERGROUND UTILITIES BY POTHOLING PRIOR TO EXCAVAT | NTACT TR WITHIN SEE ING VTMS | VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND TOLL READER | ŀ | 04 SCI, SM 101 50.3/52.6, 1632 David Williams 9-16-19 PROFESS 10N | |
| | 2. ALL ELECTRICAL EQUIPMENT, INCLUDING CONDUITS AND PULL BOXES, IS SHOWN IN APPROXIMATE LOCATIONS. PROPOSE FINAL LOCATIONS TO THE ENGINEER FOR AUTHORIZATION. PROVIDE | TR | VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES AND TOLL READER | | REGISTERED CIVIL ENGINEER DATE DAVI | |
| | MINIMUM 48 HOURS FOR AUTHORIZATION OF NEW EQUIPMENT LOCATIONS. 3. ALL CONDUITS MUST BE INSTALLED OUTSIDE OF THE TREE DRIP LINE, TRENCHING WITHIN THE DRIP LI | | VARIABLE TOLL MESSAGE SIGN | | PLANS APPROVAL DATE | |
| | 3. ALL CONDUITS MUST BE INSTALLED OUTSIDE OF THE TREE DRIP LINE. TRENCHING WITHIN THE DRIP LI PROHIBITED. IF UNABLE TO TRENCH OUTSIDE OF TREE DRIP LINES, DIRECTIONAL DRILLING MUST BE US | | WITH LUMINAIRE VARIABLE TOLL MESSAGE SIGN | | THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET. | |
| | 4. SHOULD CONDUCTORS OF DIFFERENT VOLTAGE BE MIXED IN THE SAME PULL BOX, CONDUCTORS MUST BE LABELLED ACCORDINGLY. | Ø∞⊠ VTMS | WITH TWO LUMINAIRES | | AECOM 100 W. SAN FERNANDO S+ SUITE 200 SAN MATEO COUNTY TRANSPORTATION AUTHOR 1250 SAN CARLOS AVE | |
| B√ | 5. ALL FIXED OBJECTS NOT PROTECTED BY MGS OR OTHER FORM OF PROTECTION MUST BE 30' MINIMUM FR THE EDGE OF TRAVELED WAY, UNLESS NOTED OTHERWISE. THE ONLY EXCEPTION IS ELECTROLIERS WITH SLIP BASES. FIXED OBJECTS PROTECTED BY MGS MUST BE 4' MINIMUM FROM THE FACE TO THE GUARDRA | OM ⊂⊠= TR | OVERHEAD STATIC SIGN WITH LUMINAIRE AND TOLL READER | | SAN JOSE, CA 95113-2254 SAN CARLOS, CA 94070 | |
| <u> </u> | 6. EXISTING CALTRANS EQUIPMENT SHOWN ON E-SHEETS ARE INFORMATIONAL ONLY AND MAY NOT SHOW COMPLETE SYSTEMS. LOCATIONS ARE SHOWN APPROXIMATELY. | FR | OVERHEAD STATIC SIGN WITH FUTURE TOLL READER | | REVIATIONS: | |
| | 기. THE FOLLOWING TOLL EQUIPMENT WILL BE FURNISHED AND INSTALLED BY TSI: CCTV ASSEMBLY, | ~ ~ | OVERHEAD STATIC SIGN WITH LUMINAIRE | ADA AT& | AMERICANS WITH DISABILITIES ACT T AMERICAN TELEPHONE AND TELEGRAP | |
| | VTMS LED DISPLAY, TOLLING LATERAL FIBER, TOLLING SPLICE ENCLOSURE, TOLLING FIBER END EQUIPMENT, TOLL SYSTEM POWER AND COMMUNICATIONS CONDUCTORS/CABLES, TOLL ASSEMBLY INSIDE ETS AND UPS CABINETS, VTMS ASSEMBLY INSIDE VTMS CABINET, AND TOLL READER ASSEMBLY. | ∞ –∘ –∞ | OVERHEAD STATIC SIGN | СНР | | |
| | 8. THE FOLLOWING TOLL EQUIPMENT WILL BE FURNISHED BY TSI: ETS AND UPS CABINETS, VTMS CABINET, AND ETS HUB CABINET. | | WITH TWO LUMINAIRES OVERHEAD STATIC SIGN | EIA | ELECTRONIC INDUSTRIES ALLIANCE | |
| | ETS AND OTS CADINETS, VIMS CADINET, AND ETS HOD CADINET. | TR | WITH TOLL READER | ETS FD | ELECTRONIC TOLL SYSTEM FOUNDATION DEPTH | |
| | | <u> </u> | OVERHEAD STATIC SIGN | FDU | | |
| | | TR | ELECTRONIC TOLL GANTRY WITH TOLL READER | FOPI | B FIBER OPTIC PULL BOX | |
| | | | DOUBLE OVERHEAD STATIC SIGNS (BUTTERFLY STRUCTURE) | fopb | PULL BOX No. 6(E)(SEE SHEET ED-3 b EXISTING FIBER OPTIC PULL BOX | |
| | ELECTRICAL INDEX: | | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) STATIC SIGN AND STATIC SIGN WITH TOLL READER | FOPI | B(T) TRAFFIC-RATED FIBER OPTIC PULL PULL BOX No. 6(E)(T)(SEE SHEET E | |
| DESIGNED | E-1 NOTES, ELECTRICAL INDEX, LEGEND AND ABBREVIATIONS E-2 NOTES AND LEGEND (FIBER OPTIC CABLE SYSTEMS) | ≫ | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) | · · | b(+) EXISTING TRAFFIC-RATED FIBER OF PULL BOX | |
| DE. | E-3 LEGEND (FIBER OPTIC CABLE SYSTEMS) | VTMS | STATIC SIGN AND VARIABLE TOLL MESSAGE SIGN WITH LUM | INAIRE HCC | | |
| | E-4 TO E-62 FIBER OPTIC CABLE SYSTEMS | ■¥=• ∞∞ VTMS | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) STATIC SIGN AND VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES | LLLI | D LONG LEAD-IN-CABLE LOOP DETECTO SENSOR UNIT | |
| | E-63 NOTES AND LEGEND (ELECTRONIC TOLL SYSTEM/LIGHTING TOLL SYSTEM) | TR≞ <u>⊸</u> ⊗⇒ | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) | NPS | | |
| IAMS | E-64 LEGEND (ELECTRONIC TOLL SYSTEM/LIGHTING TOLL SYSTEM) E-65 TO E-125 ELECTRONIC TOLL SYSTEM/LIGHTING TOLL SYSTEM | VTMS | STATIC SIGN WITH TOLL READER AND VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE | PG&l | E PACIFIC GAS AND ELECTRIC | |
| - A | E-126 NOTES AND LEGEND (LIGHTING SYSTEM) | TR TR | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) | SM | SAN MATEO | |
| UAVID | ⊇ ≩ E-127 TO E-183 | VTMS | STATIC SIGN WITH TOLL READER AND VARIABLE TOLL MESSAGE SIGN WITH LUMINAIRE AND | READER SMF | SINGLE MODE FIBER OPTIC | |
| | E-184 NOTES AND LEGEND (MODIFYING EXISTING ELECTRICAL SYSTEM) | TR, | DOUBLE OVERHEAD CLONE (DUTTERELY CIRLIATURE) | TC | TELEPHONE CABLE (12#22) | |
| | E-185 TO E-191 LEGEND (MODIFYING EXISTING ELECTRICAL SYSTEM) | TR □ ★ | DOUBLE OVERHEAD SIGNS (BUTTERFLY STRUCTURE) STATIC SIGN WITH TOLL READER AND | TR | TOLL READER | |
| | E-192 TO E-339 MODIFYING EXISTING ELECTRICAL SYSTEM | | VARIABLE TOLL MESSAGE SIGN WITH TWO LUMINAIRES | TSI | TOLL SYSTEM INTEGRATOR | |
| | E-340 TO E-341 ELECTRICAL SERVICE FOR IRRIGATION | VTMS VTMS | DOUBLE OVERHEAD VARIABLE TOLL MESSAGE SIGNS WITH DOUBLE LUMINAIRES (BUTTERFLY STRUCTURE) STEP-UP/STEP-DOWN TRANSFORMER | TVC | | |
| | E-342 WEIGH-IN-MOTION SYSTEM | | | TVCI | | |
| | E-343 NOTES AND LEGEND (TOS FIBER OPTIC SYSTEMS) | | CONCRETE PAD FOUNDATION FOR | TVL | TELEVISION VIDEO CABLE | |
| | E-344 TO E-405 TOS FIBER OPTIC SYSTEMS | | FUTURE MODEL 332L CABINET | TVP UPS | TELEVISION POWER CONDUCTOR UNINTERRUPTIBLE POWER SUPPLY | |
| 1 | E-406 NOTES AND LEGEND (TEMPORARY) | ↓ | BACKHAUL HUB CABINET ASSEMBLY MODEL 333L MODIFIED | VES | VEHICLE ENFORCEMENT SYSTEM | |
| | E-407 TO E-410 LEGEND (TEMPORARY) E-411 TO E-450 TEMPORARY LIGHTING SYSTEM | | Exis+ BACKHAUL HUB CABINET ASSEMBLY MODEL 333L MODIFIED | VSN | VEHICLE SENSOR NODE | |
| | E-451 TO E-514 TEMPORARY RAMP METERING SYSTEM | \bigotimes_{Γ} | CONCRETE PAD FOUNDATION FOR | VTA | VALLEY TRANSPORTATION AUTHORIT | |
| | ED-1 TO ED-65 ELECTRICAL SYSTEM DETAILS | F | FUTURE ETS HUB CABINET | VTM | S VARIABLE TOLL MESSAGE SIGN | |
| 6 h- | P FO-1 TO FO-12 FLECTRICAL SYSTEM QUANTITIES | T f | Exist CONCRETE PAD FOUNDATION FOR FUTURE ETS HUB CABINET | WMVI | DS WIRELESS MAGNETOMETER VEHICLE DETECTION STATION | |
| Hans | | V | FIBER OPTIC SPLICE VAULT (SEE SHEET ED-32) | | DETECTION STATION | |
| 7 | 5 | [v] | · | INTER ELE | CTDICAL INDEV | |
| | 3 | ▼ (T) | IN IN | | ECTRICAL INDEX, D ABBREVIATIONS | |
| | | [Z](<u>T</u>) | Exist TRAFFIC-RATED FIBER OPTIC SPLICE VAULT | | E-1 | |
| | | E BORDER SCALE 0 | 1 . 2 . 3 UNIT 0703 | PROJECT NUM | | |

| Dist | COUNTY | ROUTE | POST MILES TOTAL PROJECT | | TOTAL SHEETS |
|------|---------|-------|-----------------------------|------|-----------------|
| 04 | SCI, SM | 101 | 50.3/52.6, | 1633 | 2401 |

David Williams 9-16-19. REGISTERED CIVIL ENGINEER DATE

November 22, 2019 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ΔF COM 100 W. SAN FERNANDO S+ SAN JOSE, CA 95113-2254

SAN MATEO COUNTY TRANSPORTATION AUTHORITY 1250 SAN CARLOS AVE SAN CARLOS, CA 94070

DAVID

'A. WILLIAMS

No. C-58697

Exp.12-31-20

CIVIL

OF CAL IF

NOTES AND LEGEND (FIBER OPTIC CABLE SYSTEMS)

BORDER LAST REVISED 7/2/2010

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UNIT 0703

PROJECT NUMBER & PHASE

POST MILES SHEET TOTAL TOTAL PROJECT No. SHEETS ist COUNTY 50.3/52.6, 0.0/21.9 04 SCI, SM 101 AS-AWARDED CONTRACT PLANS

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PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

100 W. SAN FERNANDO ST SAN JOSE, CA 95113-2254

TRANSPORTATION AUTHORITY 250 SAN CARLOS AVE SAN CARLOS, CA 94070

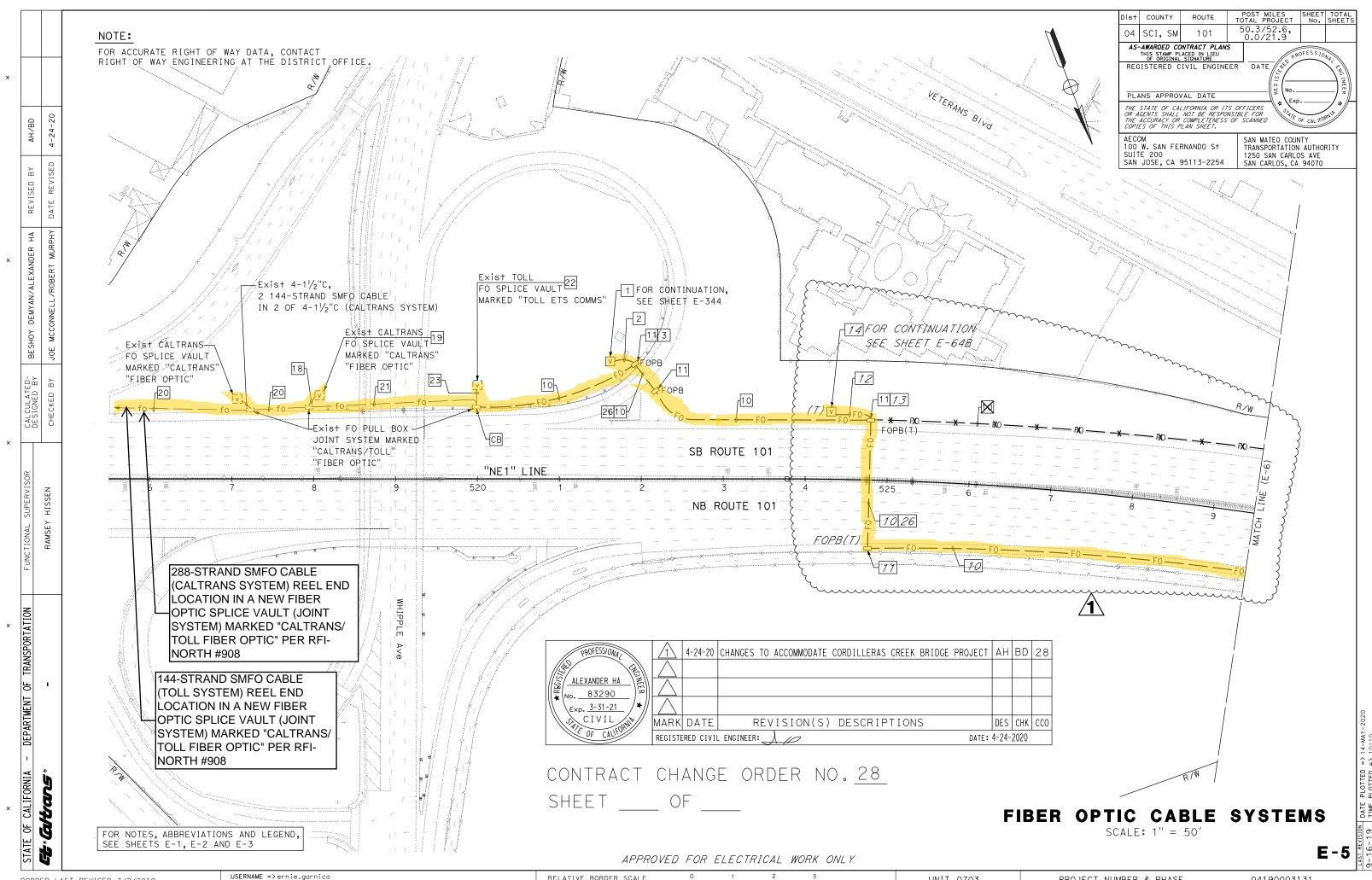
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PROJECT NUMBER & PHASE

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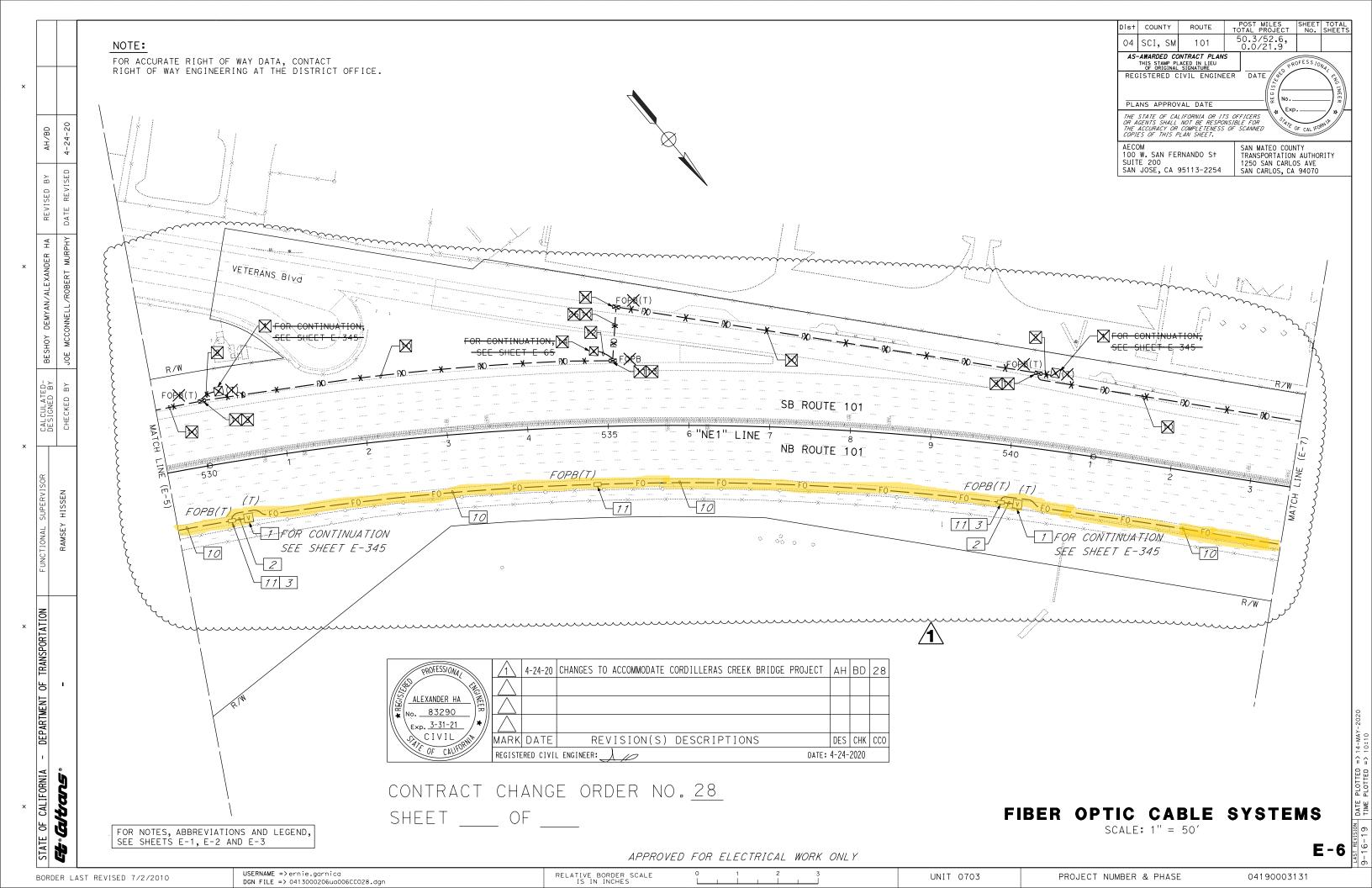


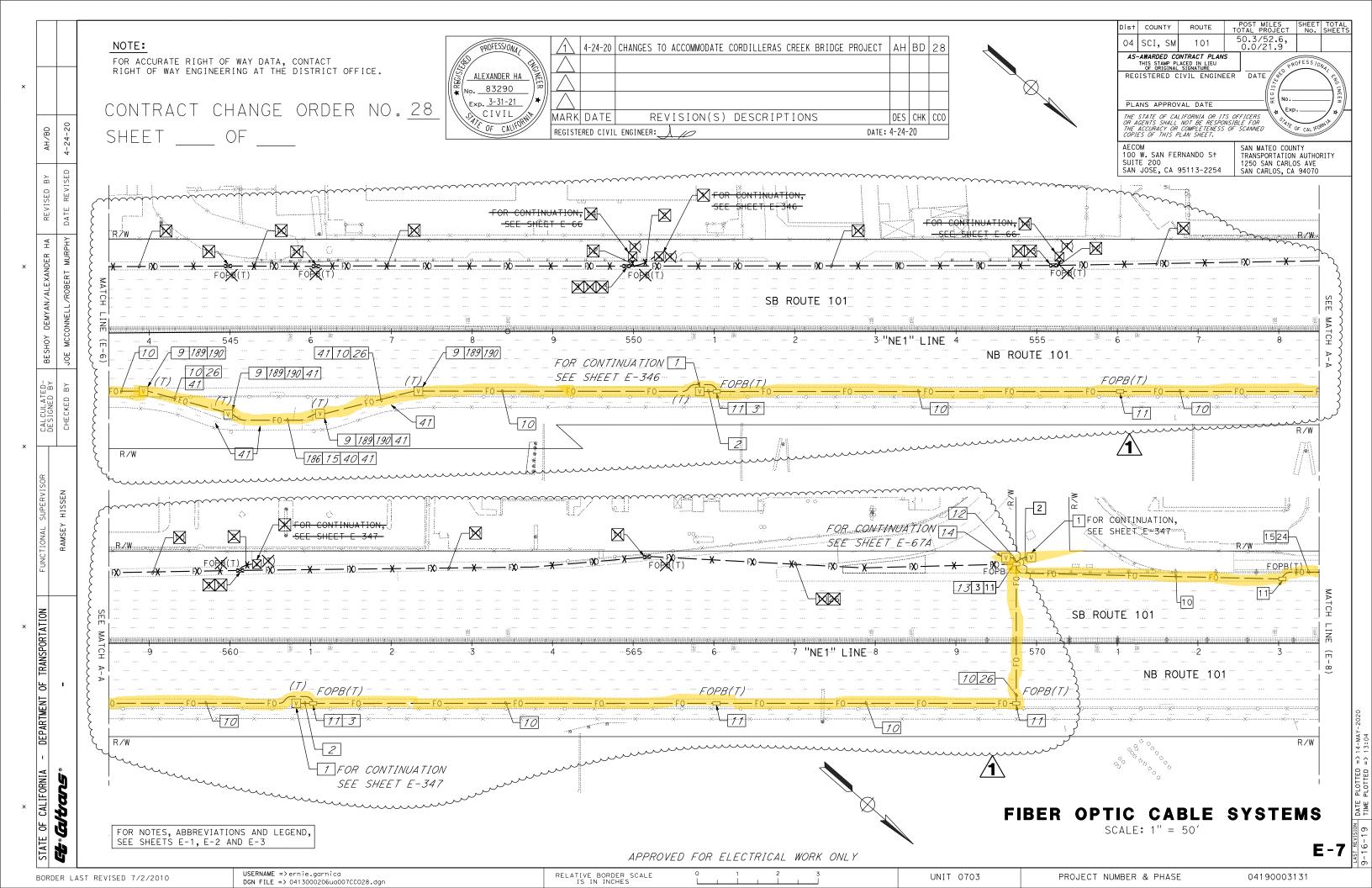
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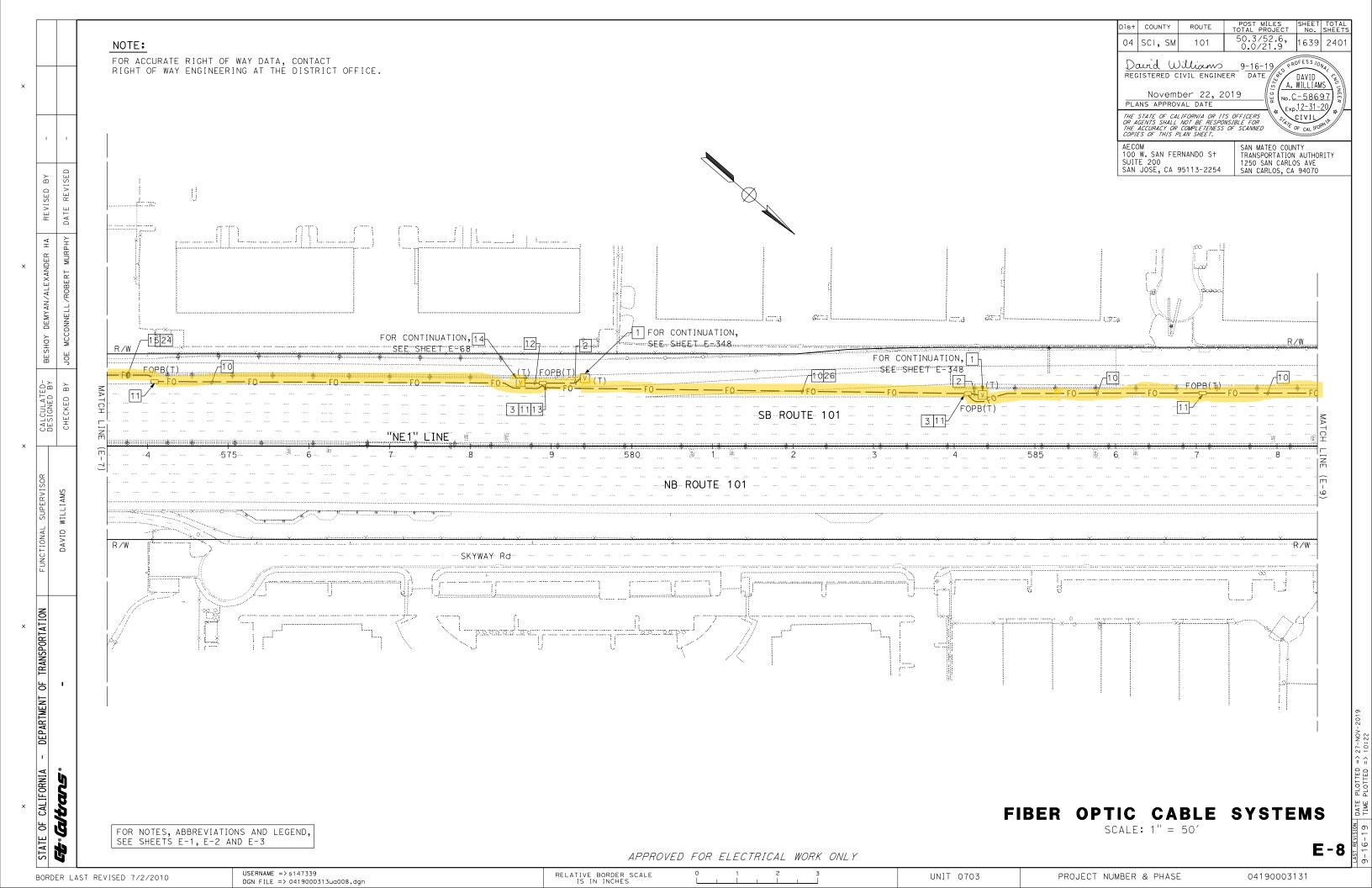
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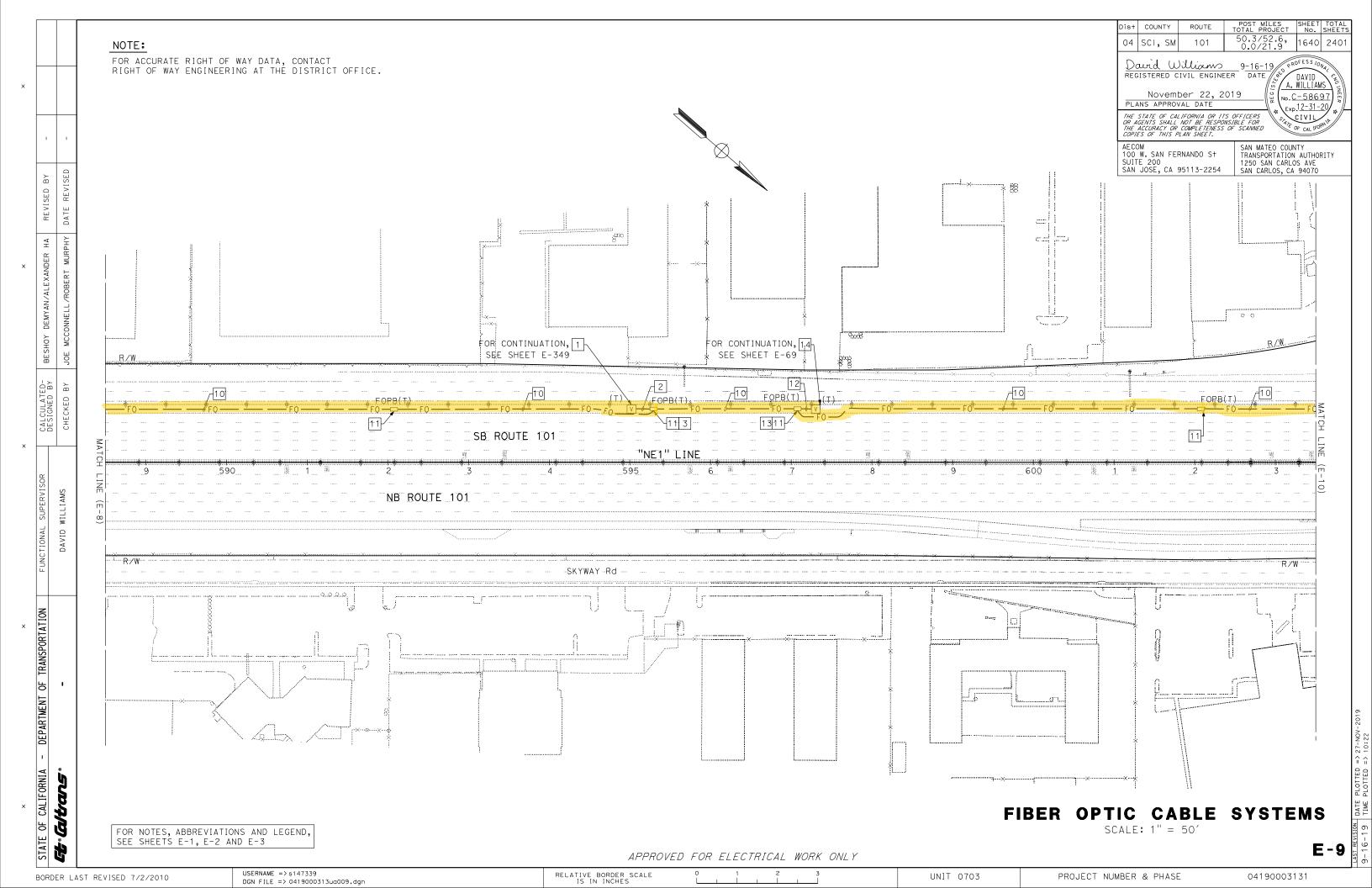
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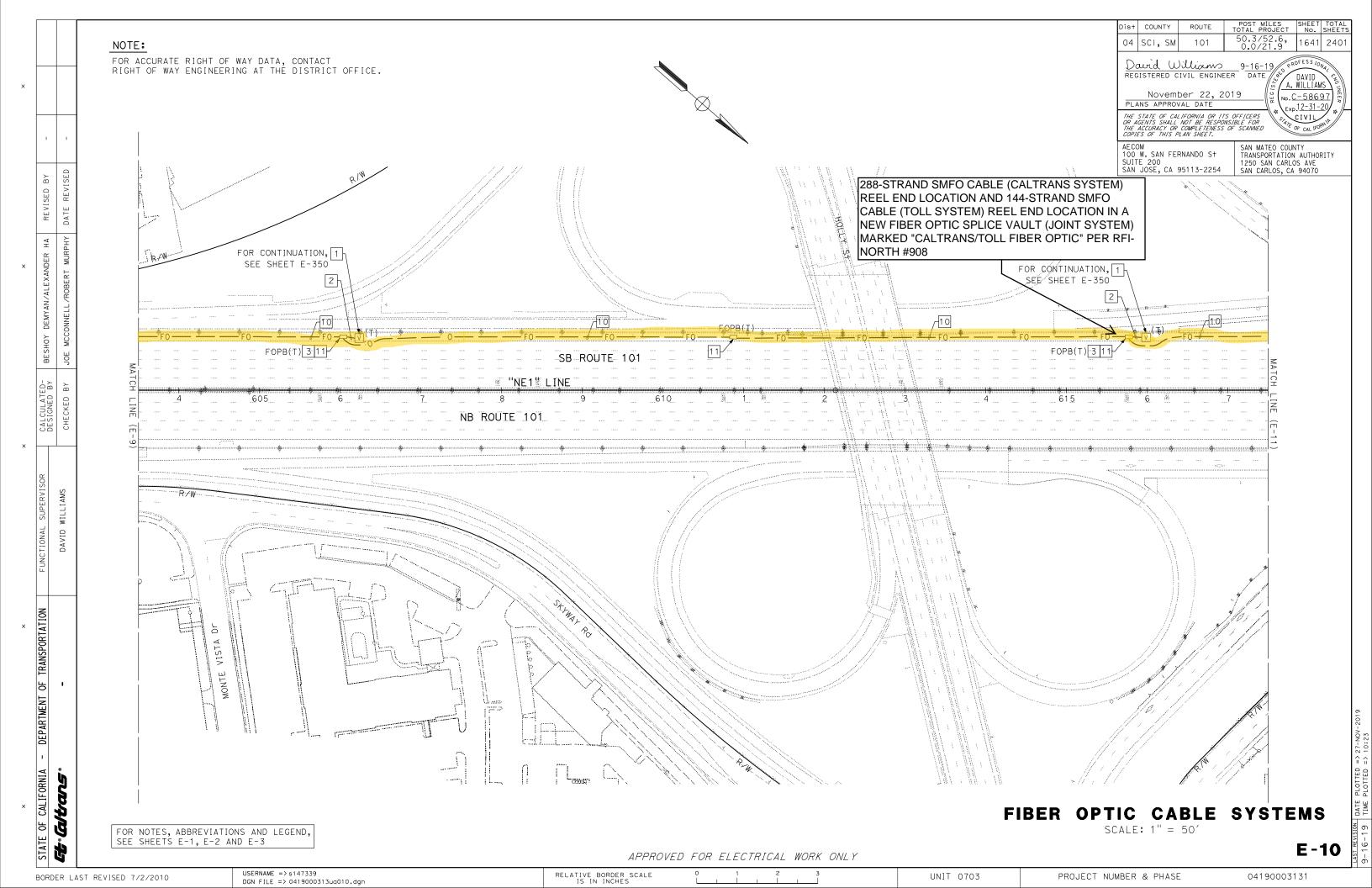
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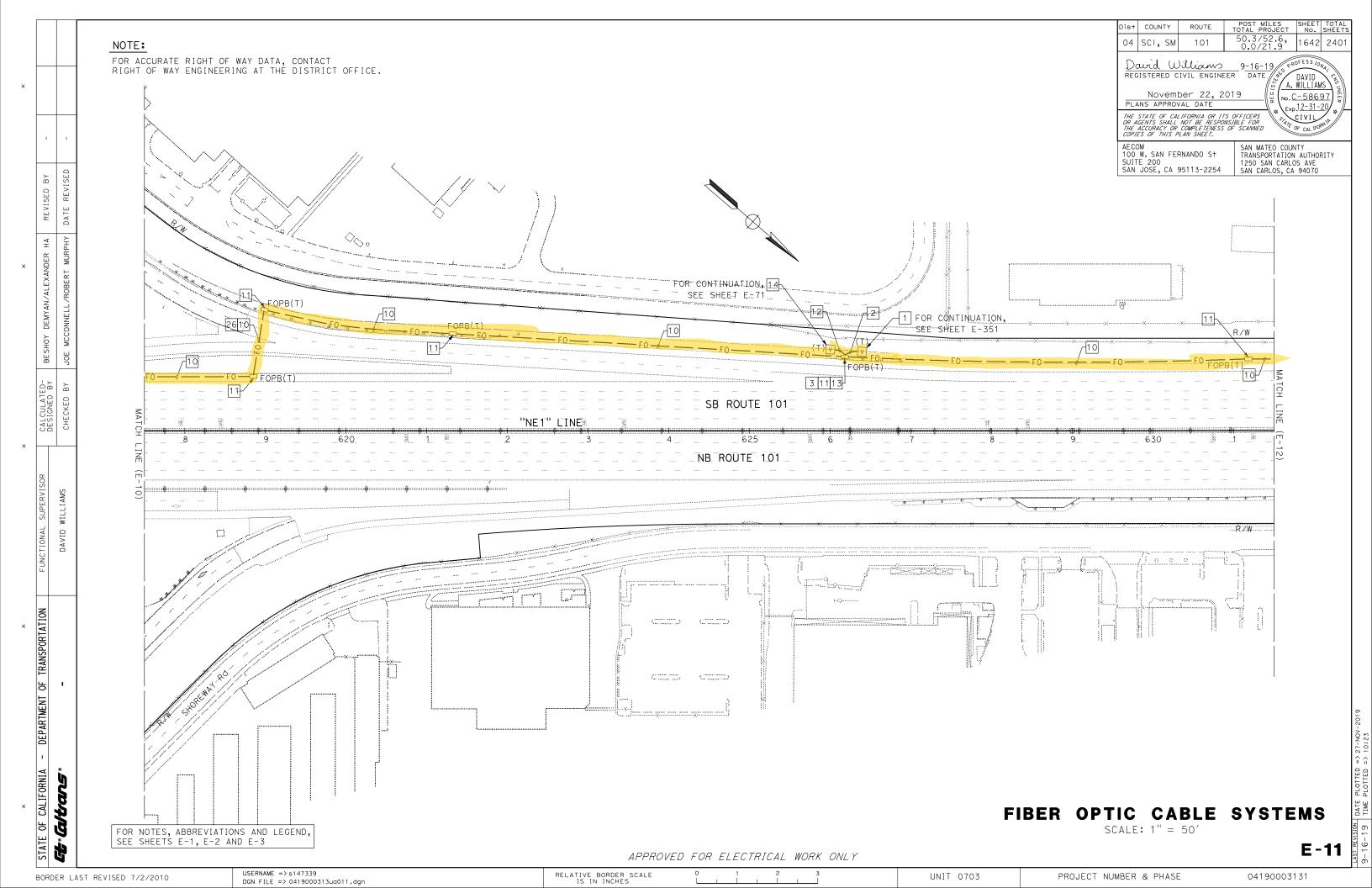


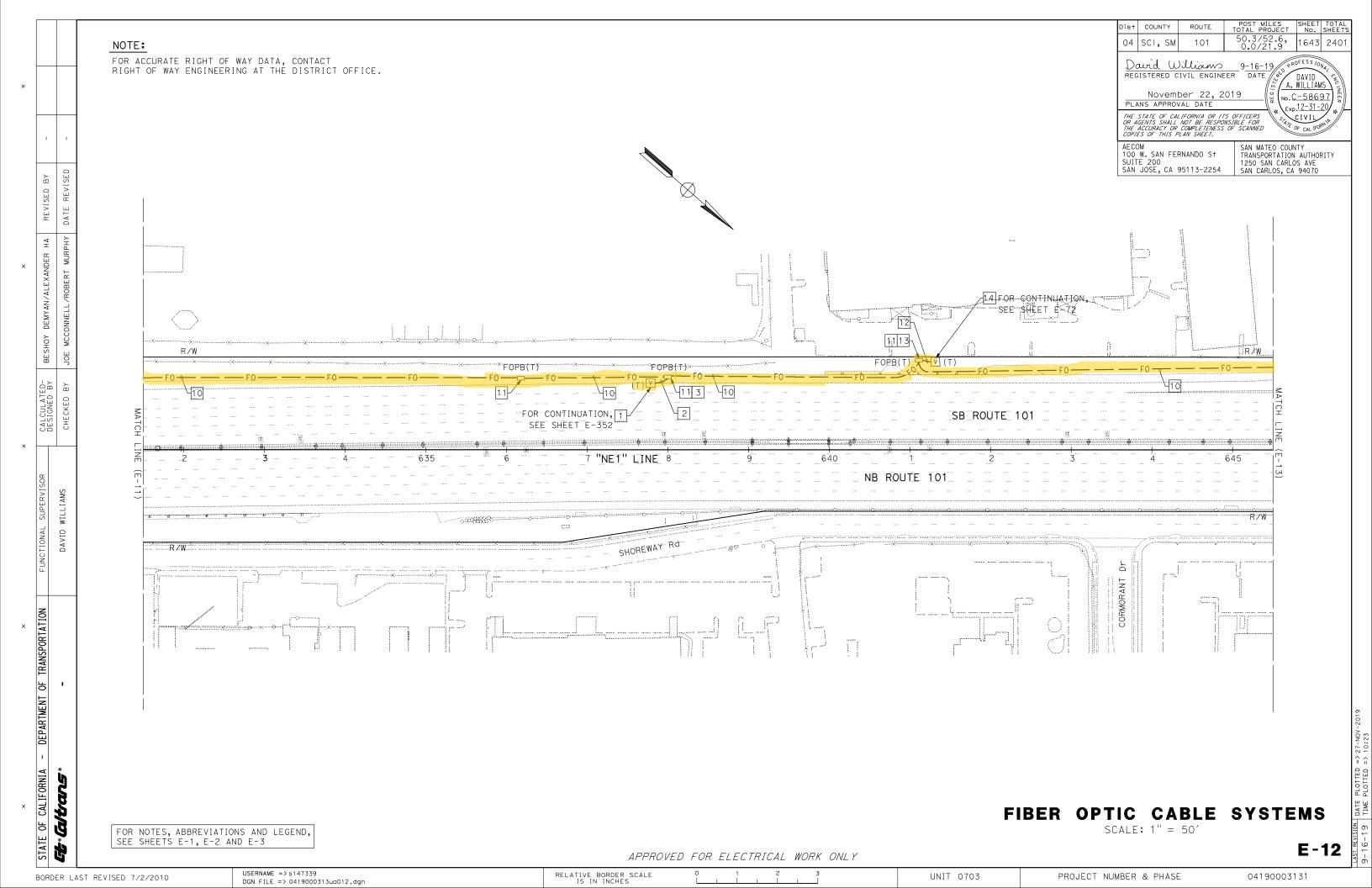


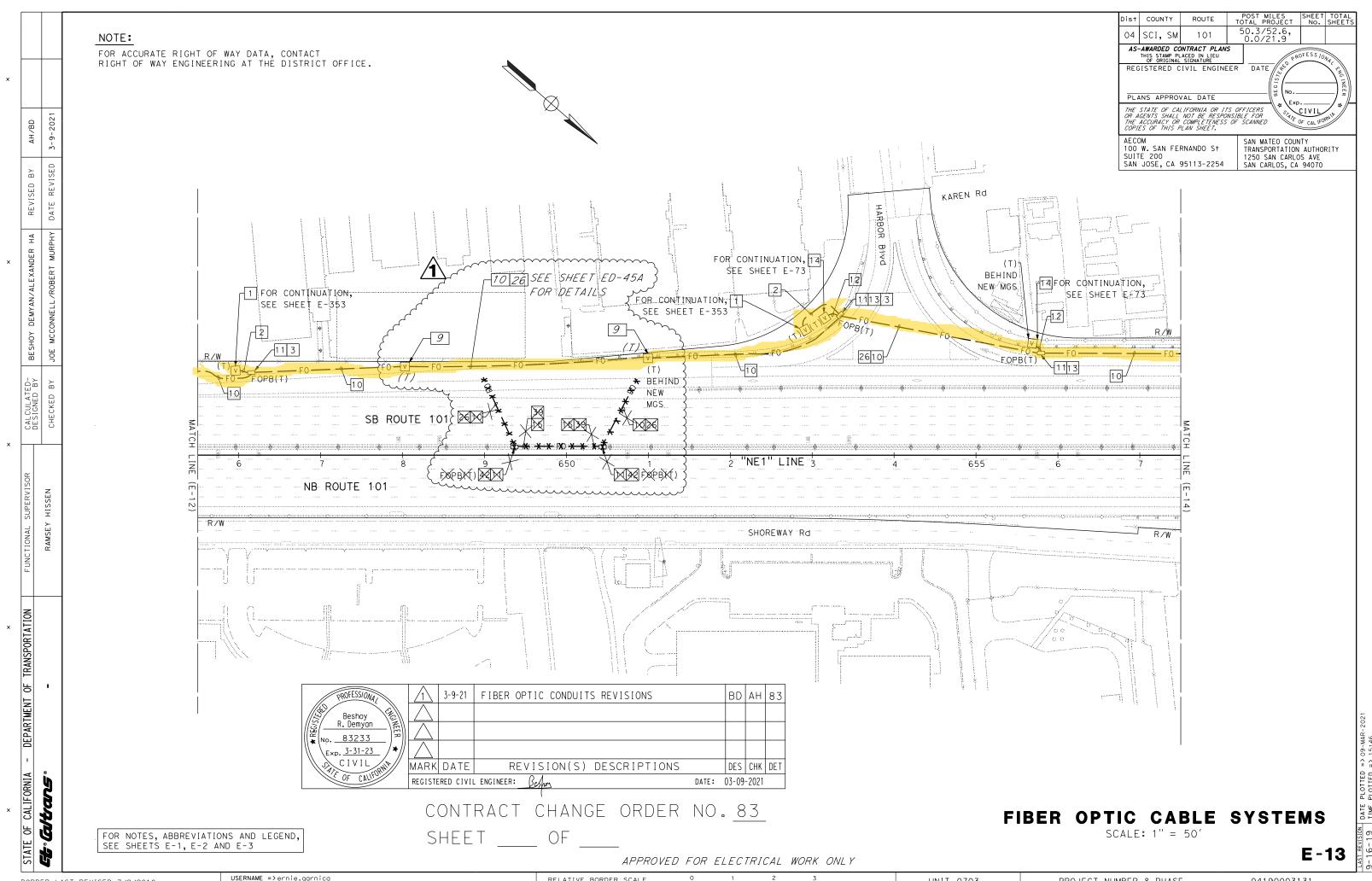










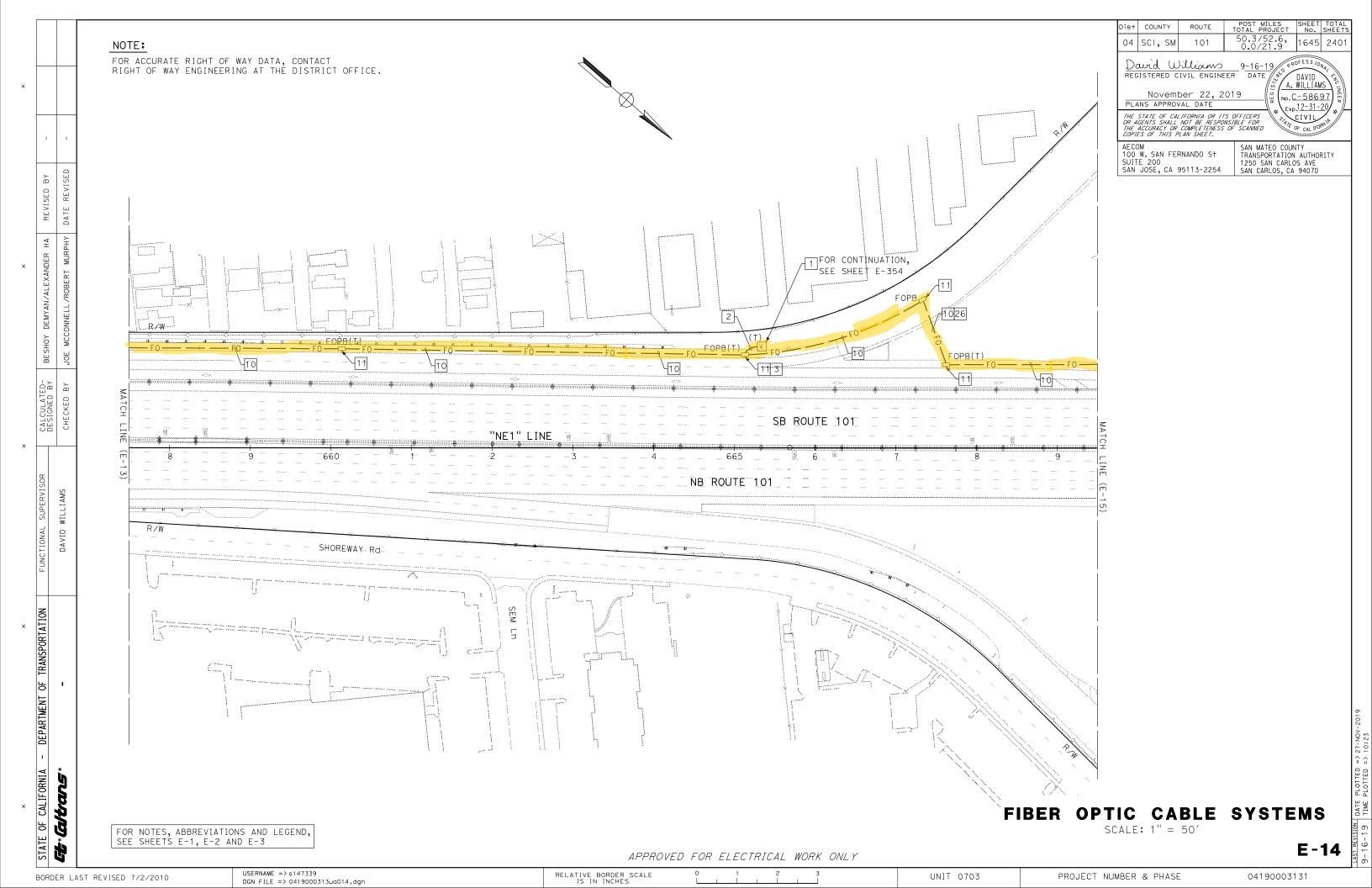


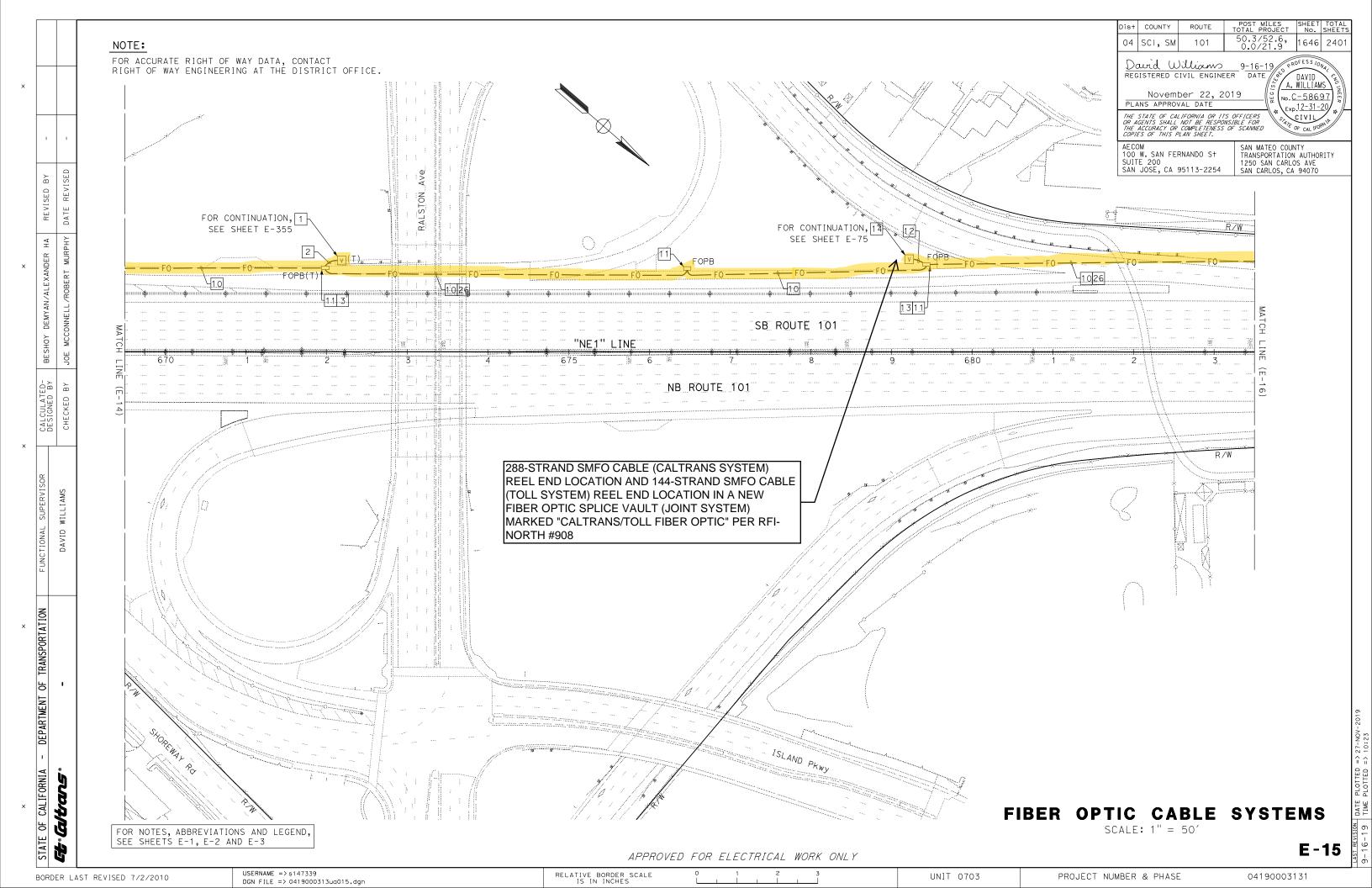
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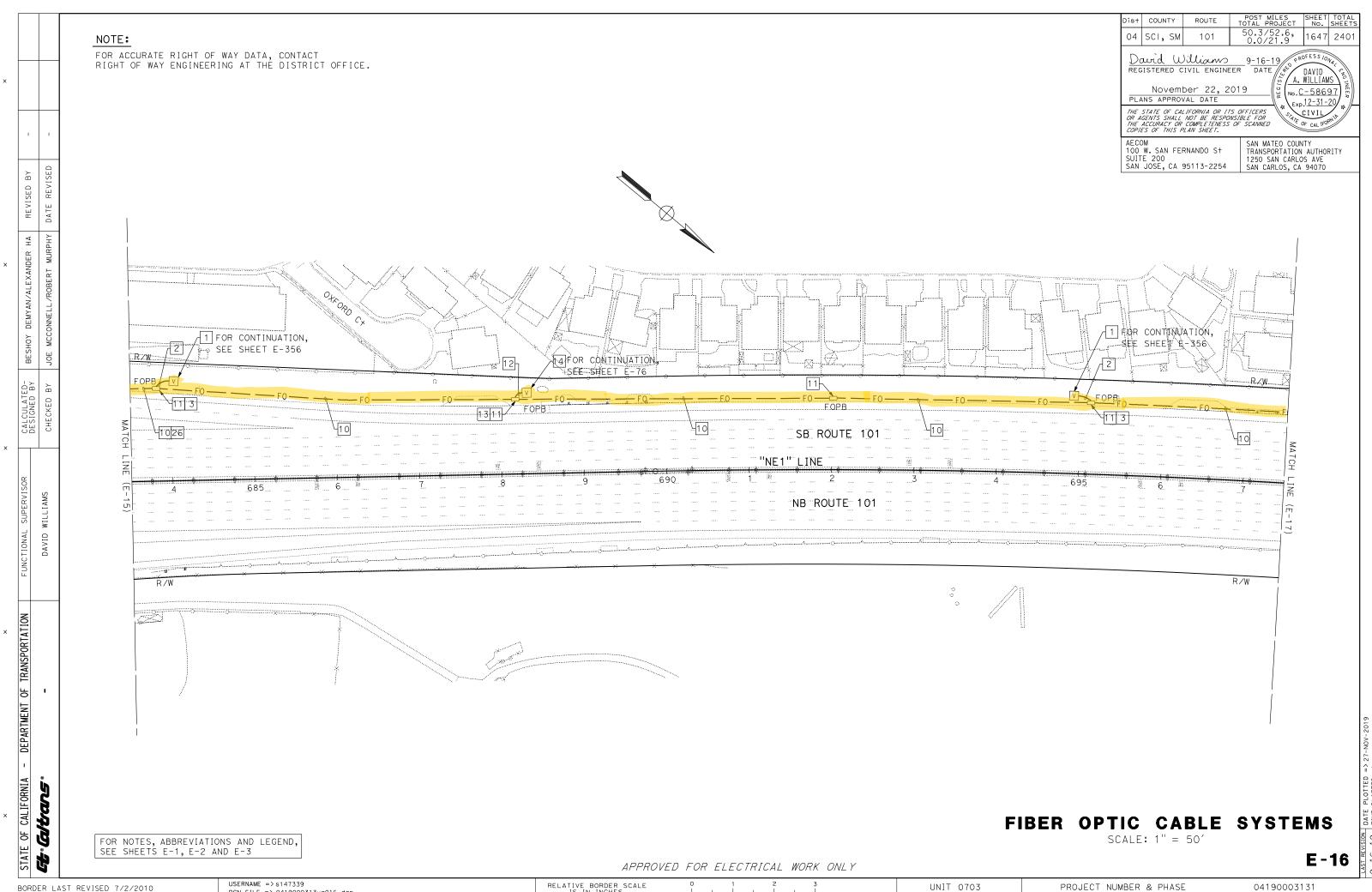
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PROJECT NUMBER & PHASE



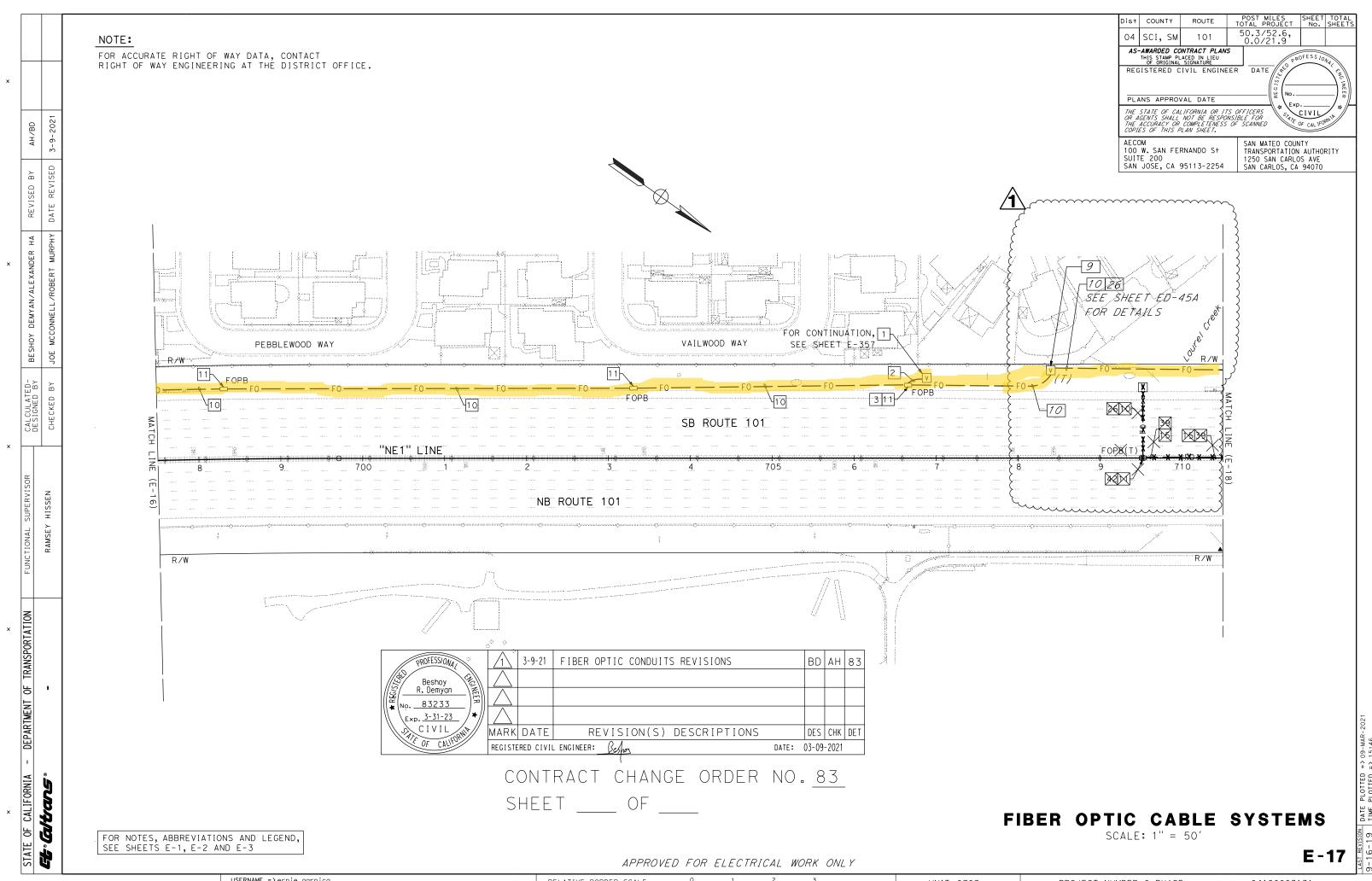




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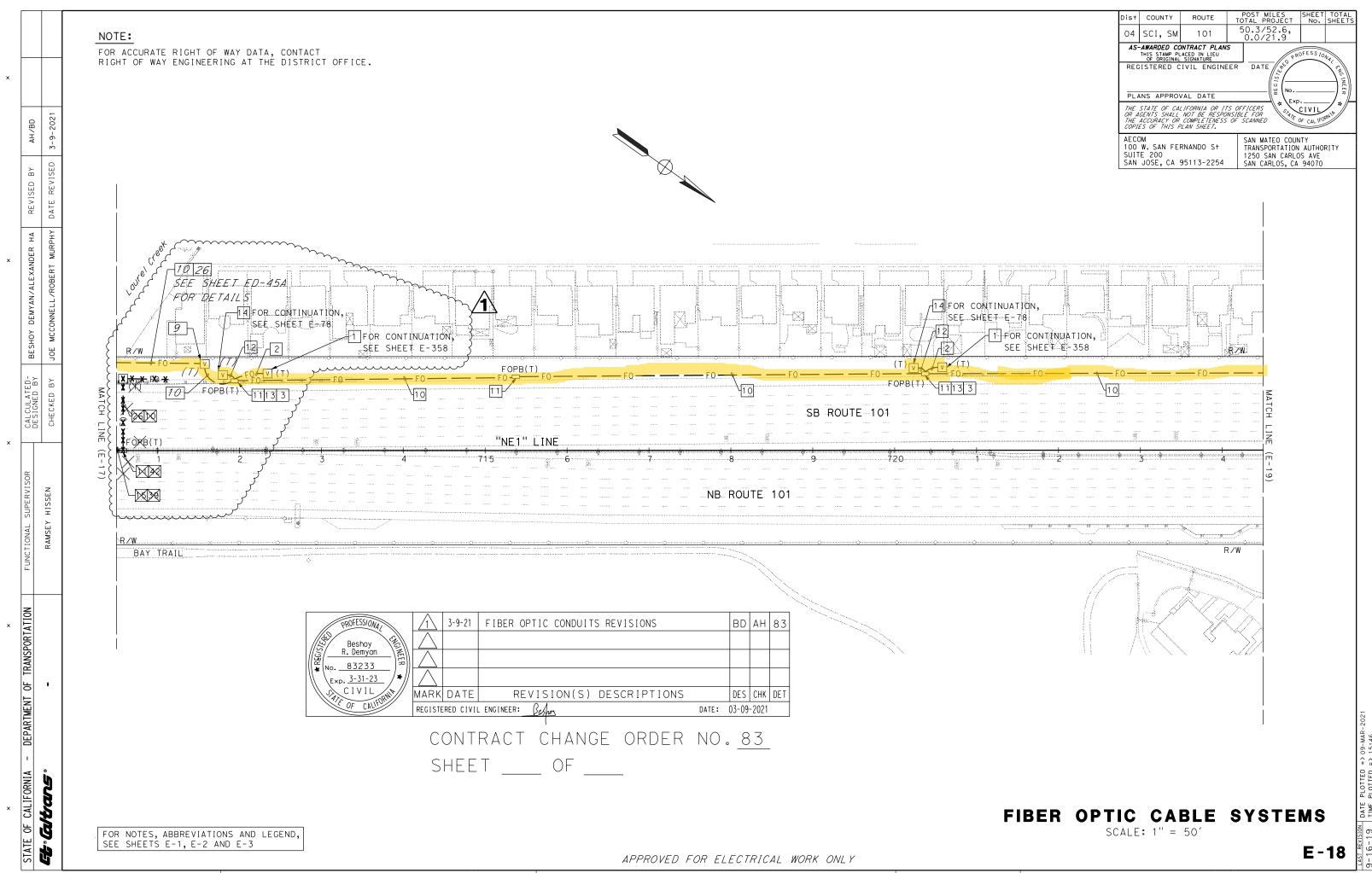


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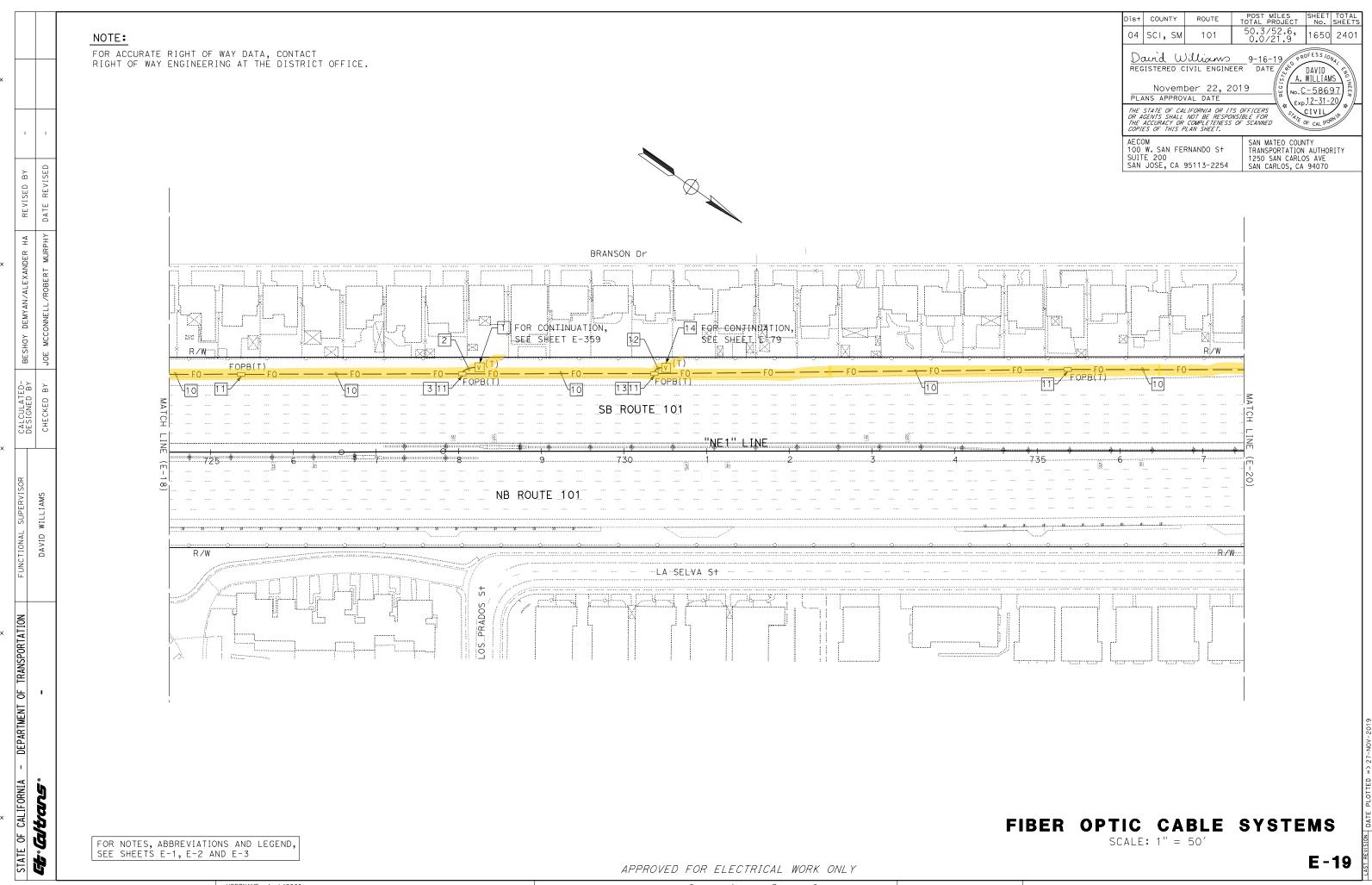


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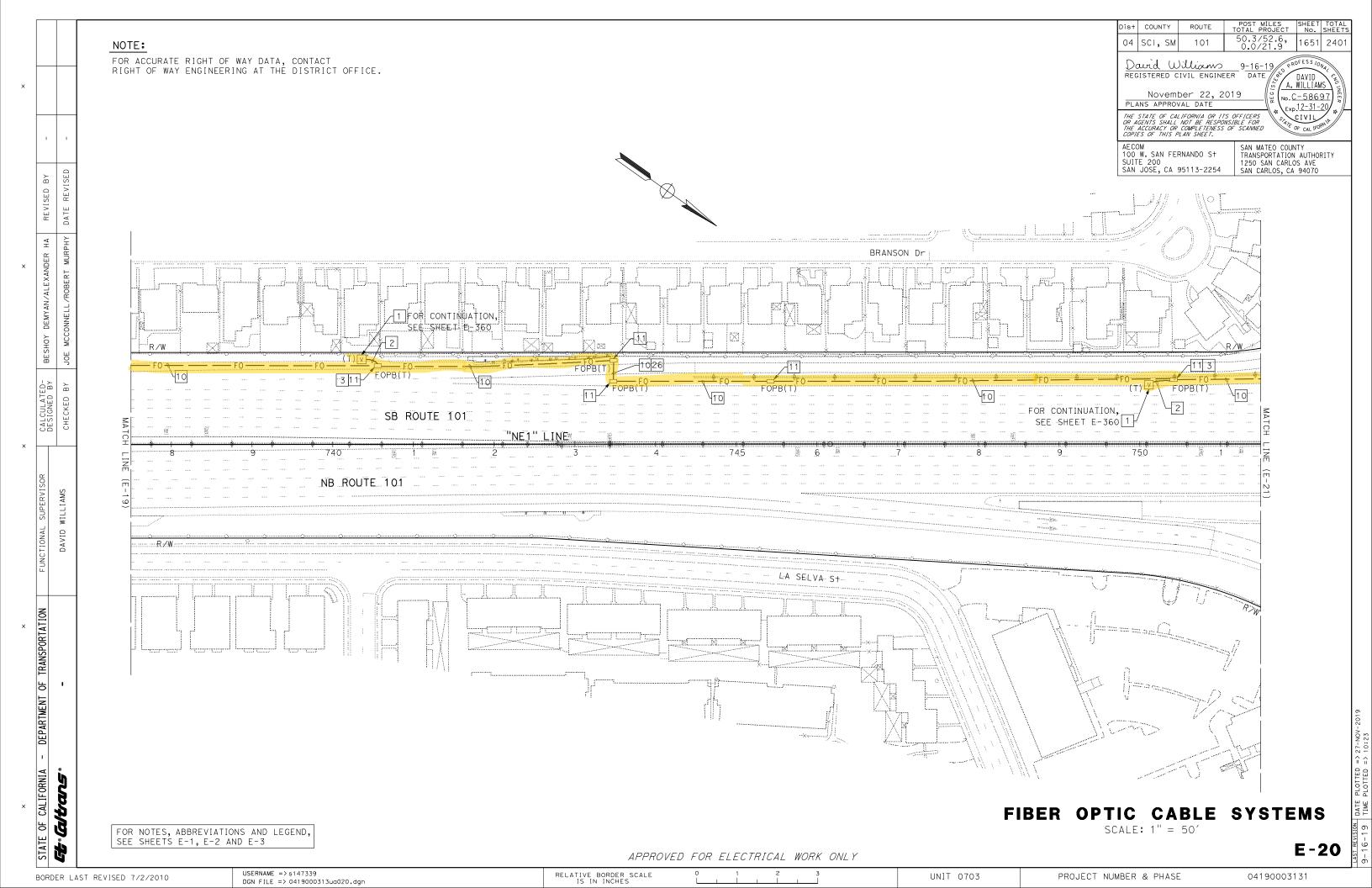
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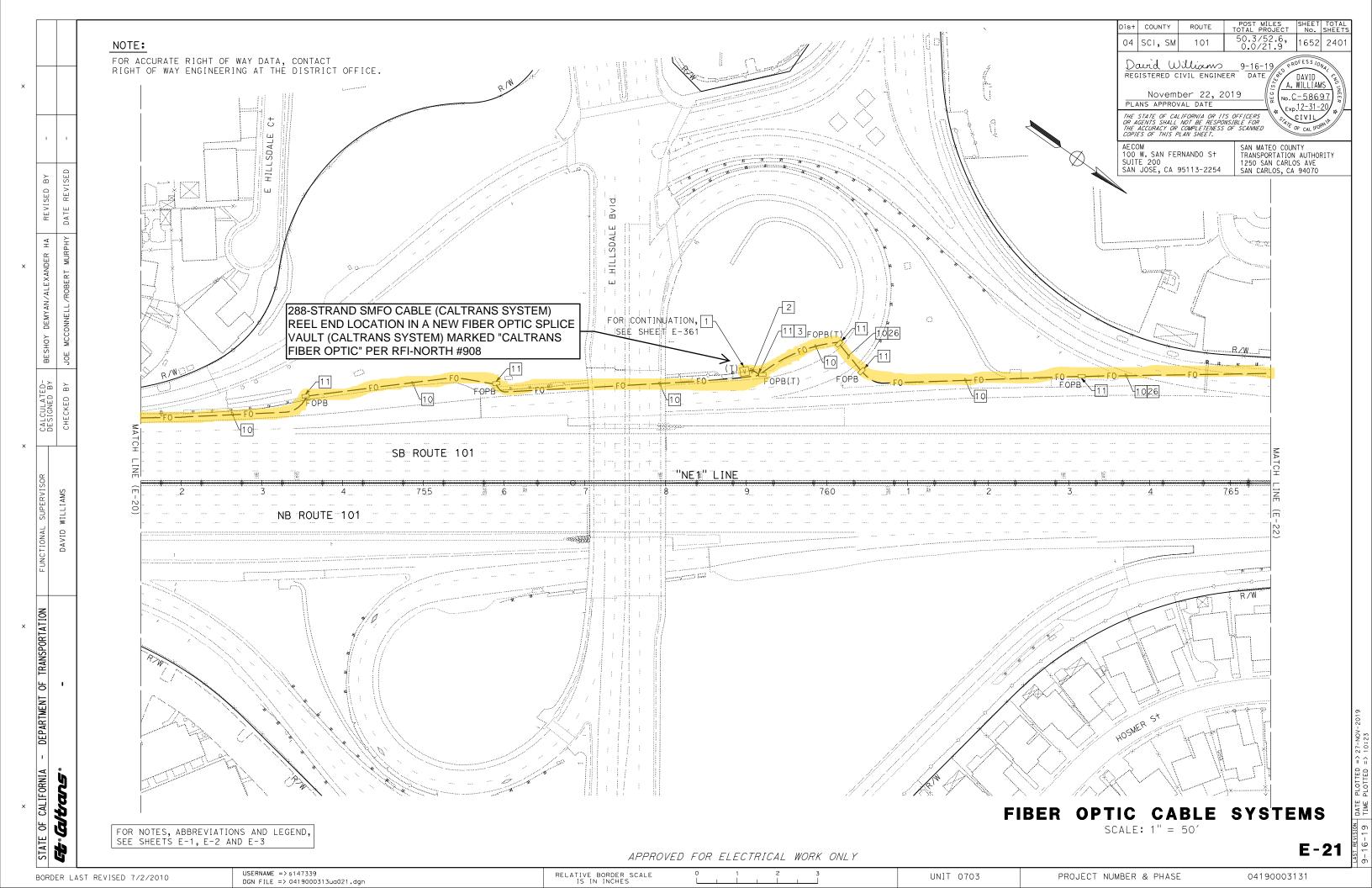
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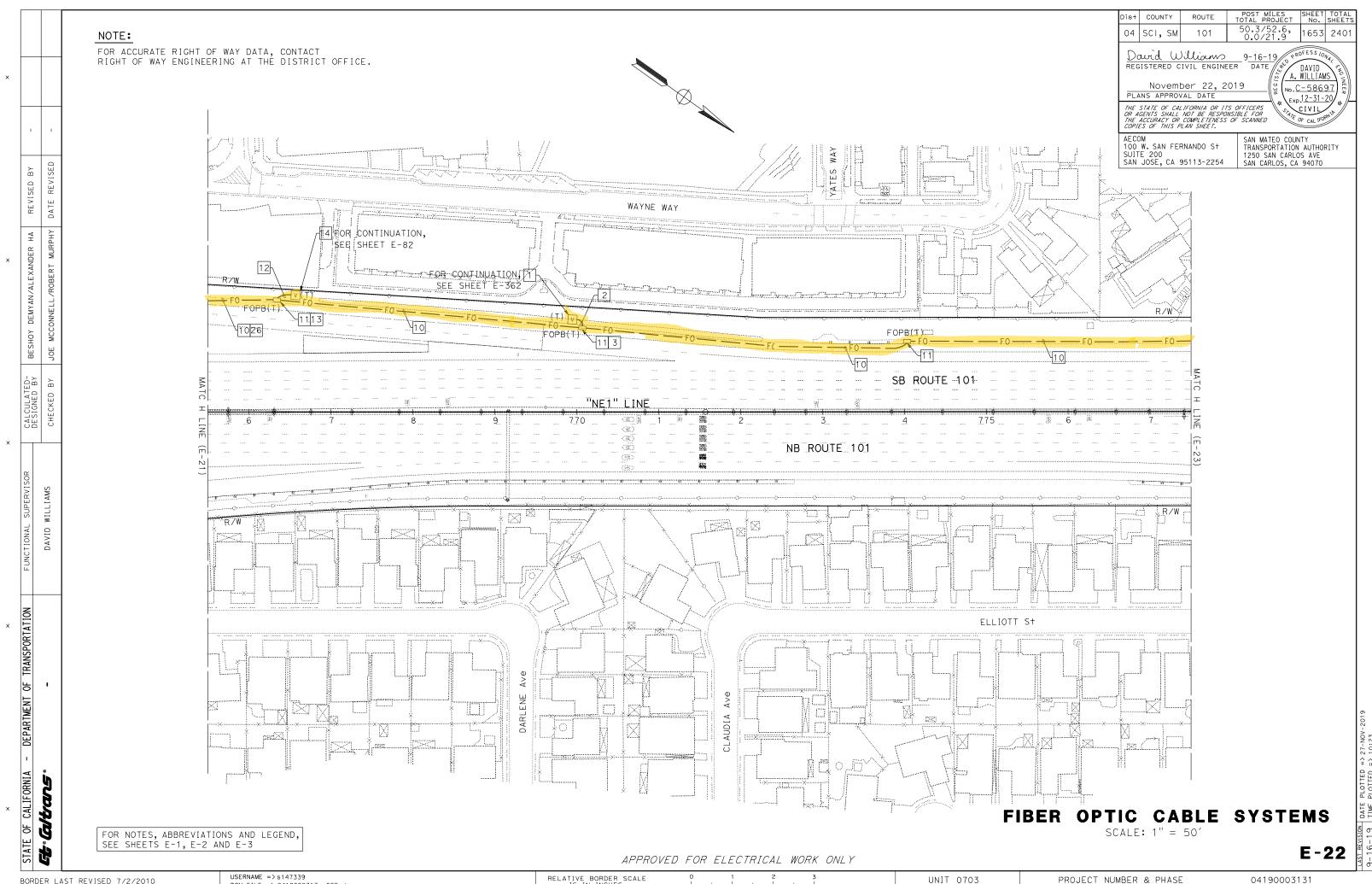
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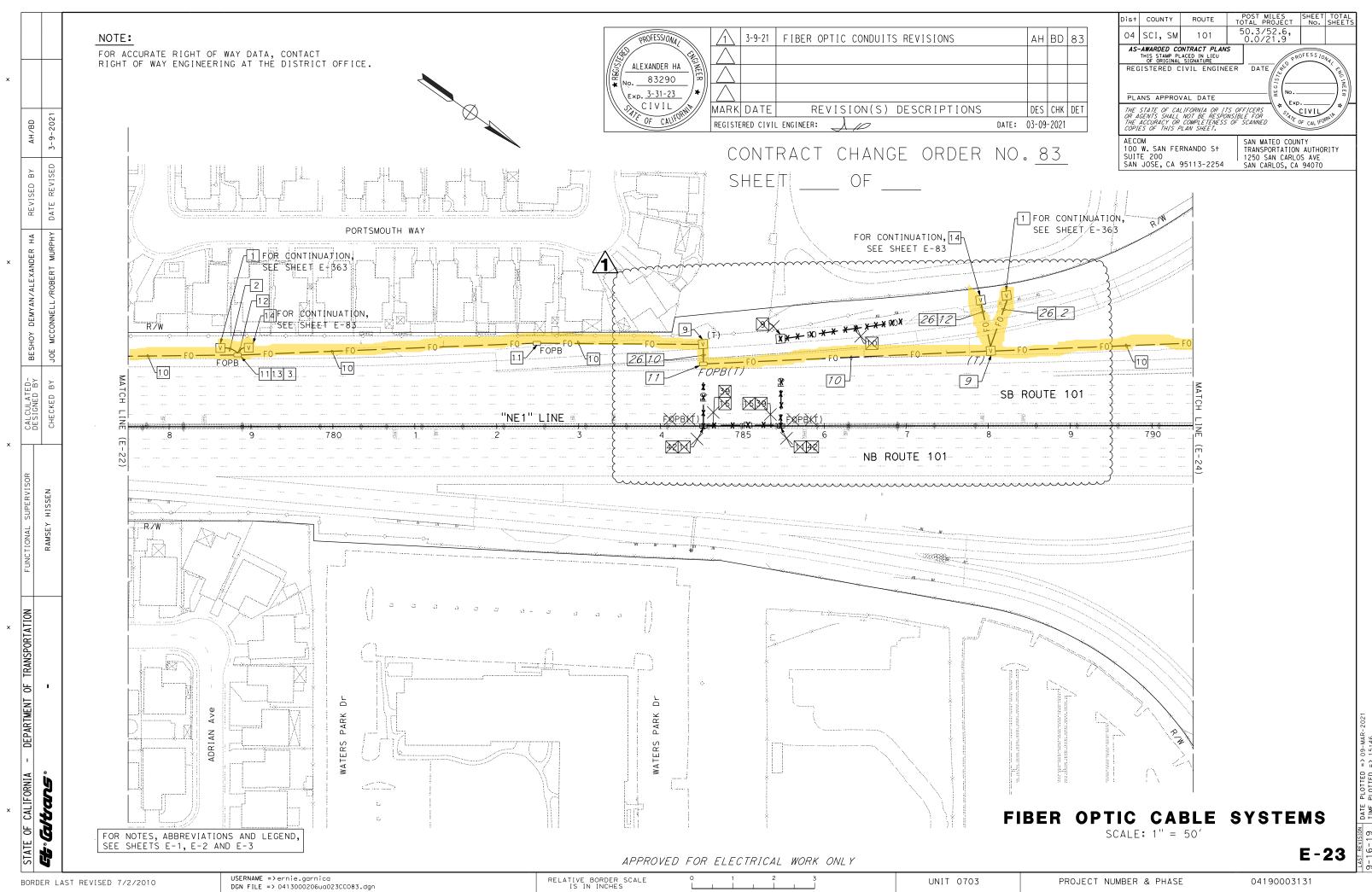
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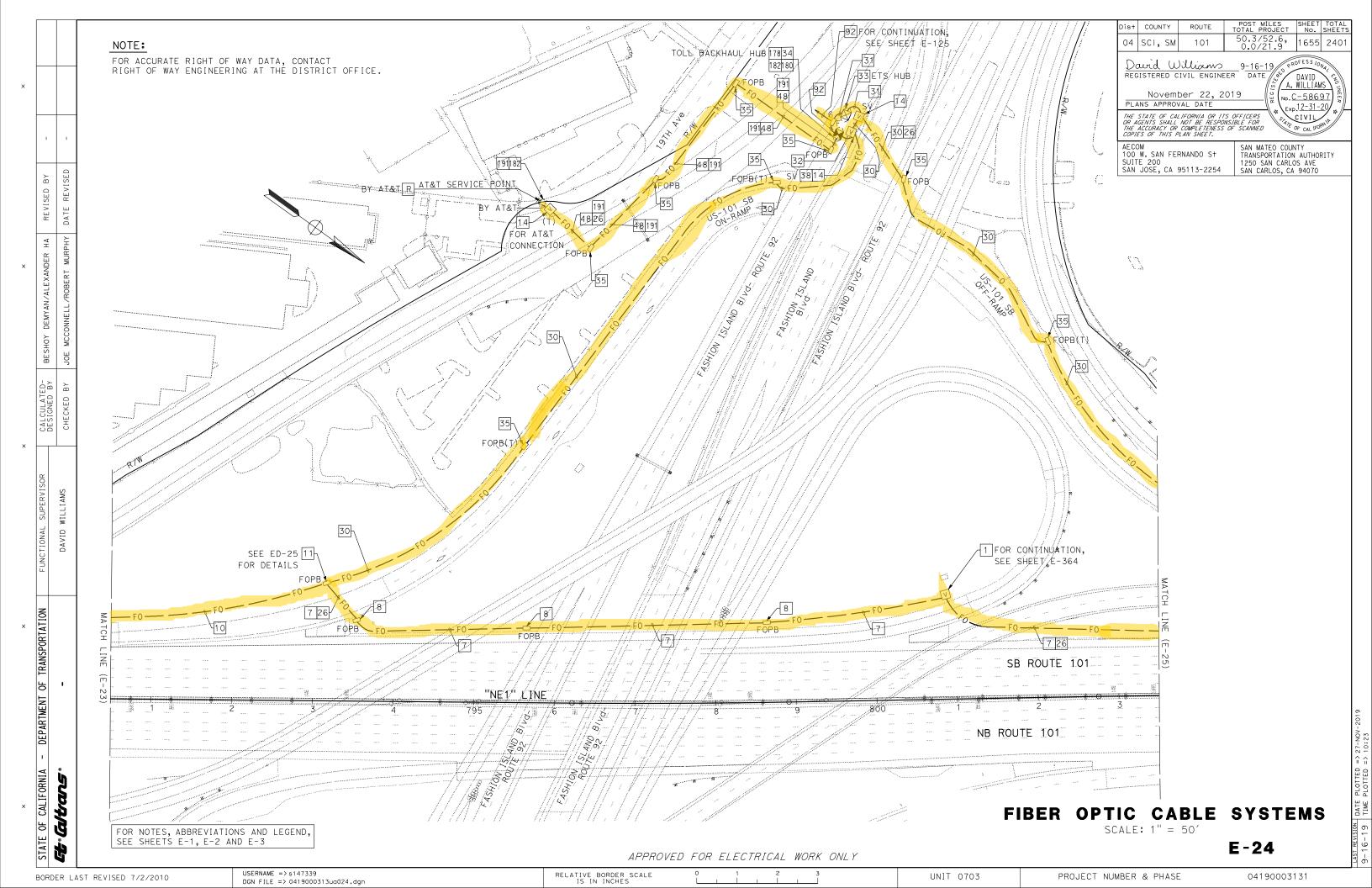
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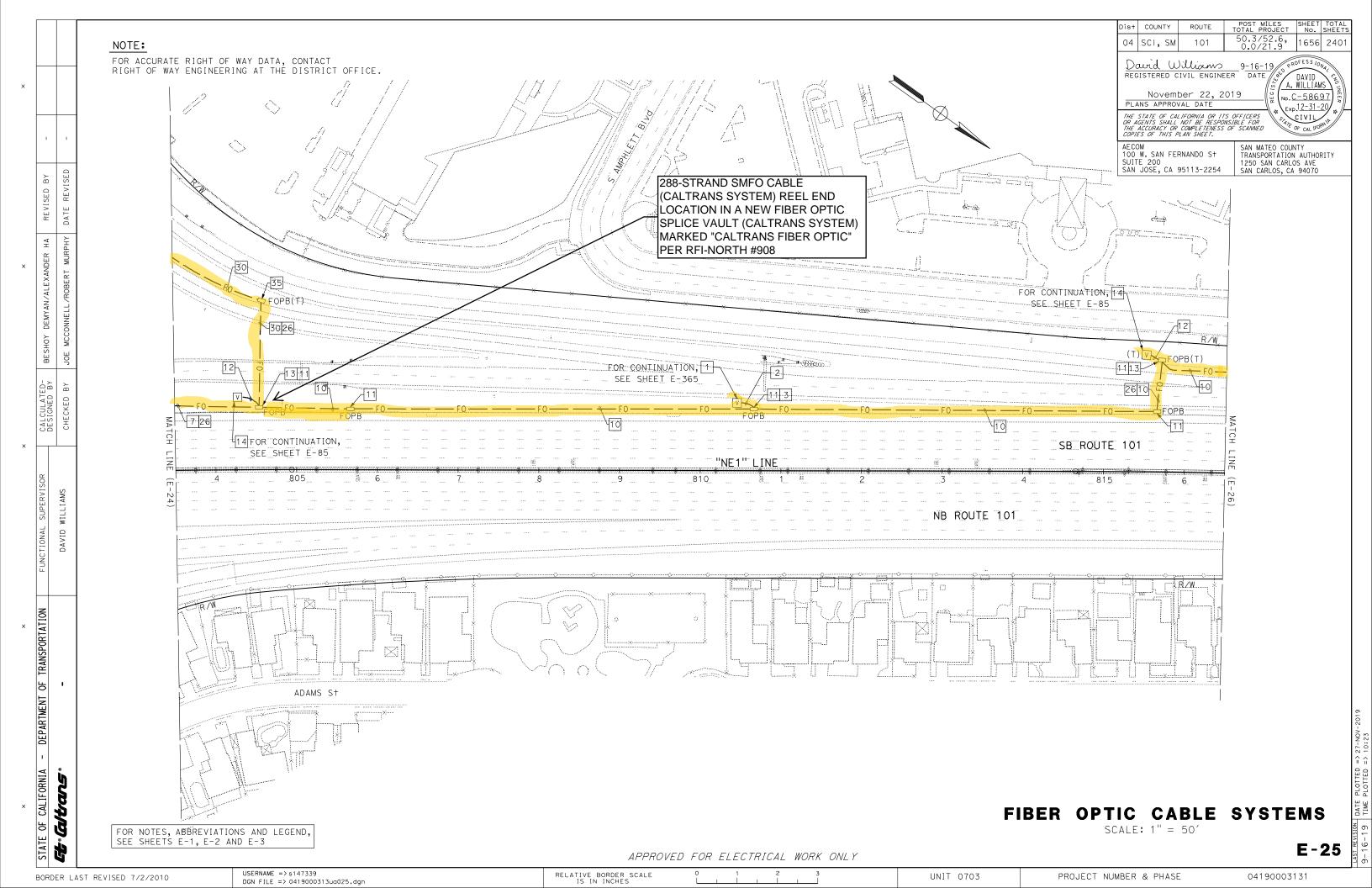
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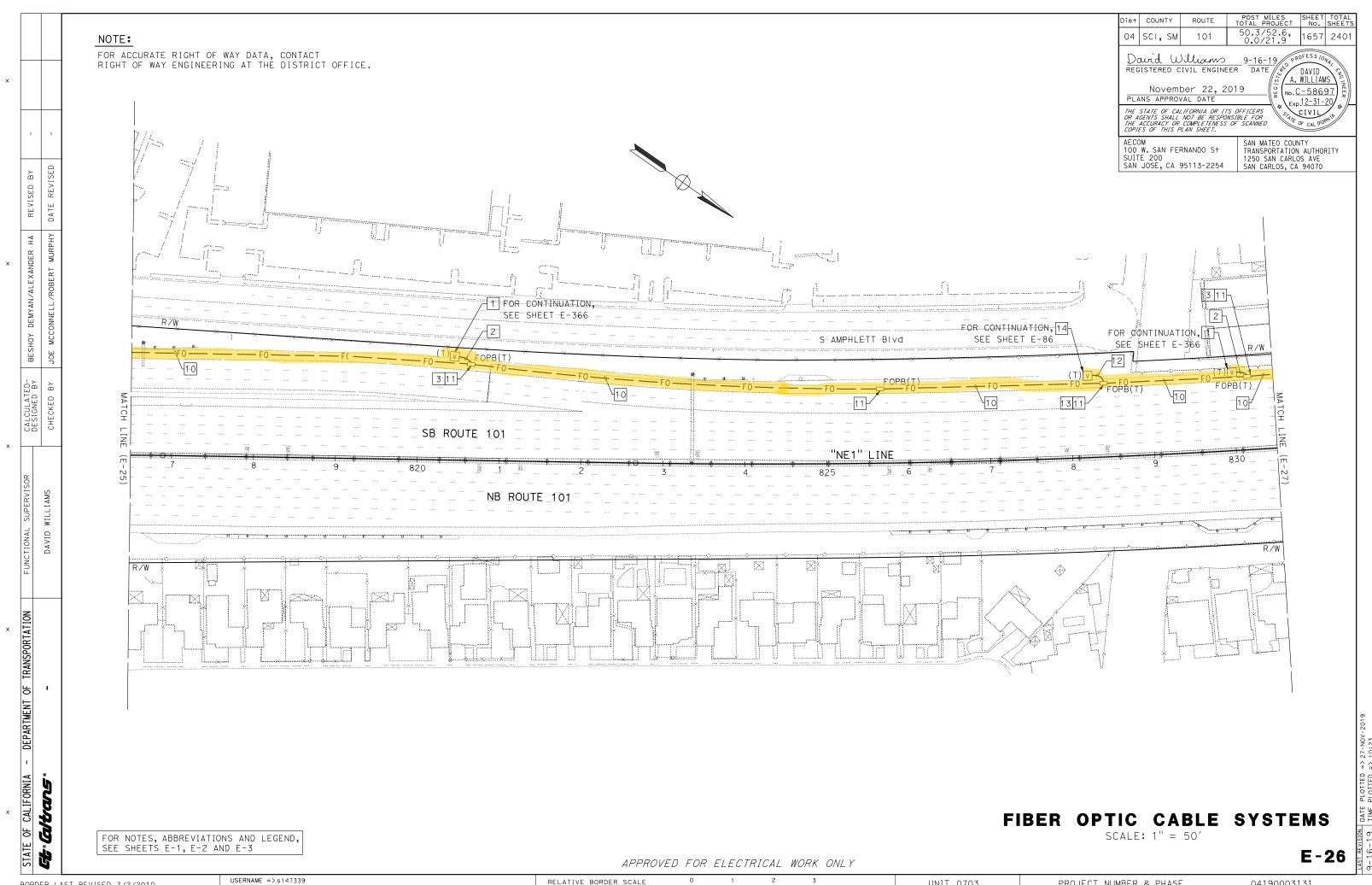
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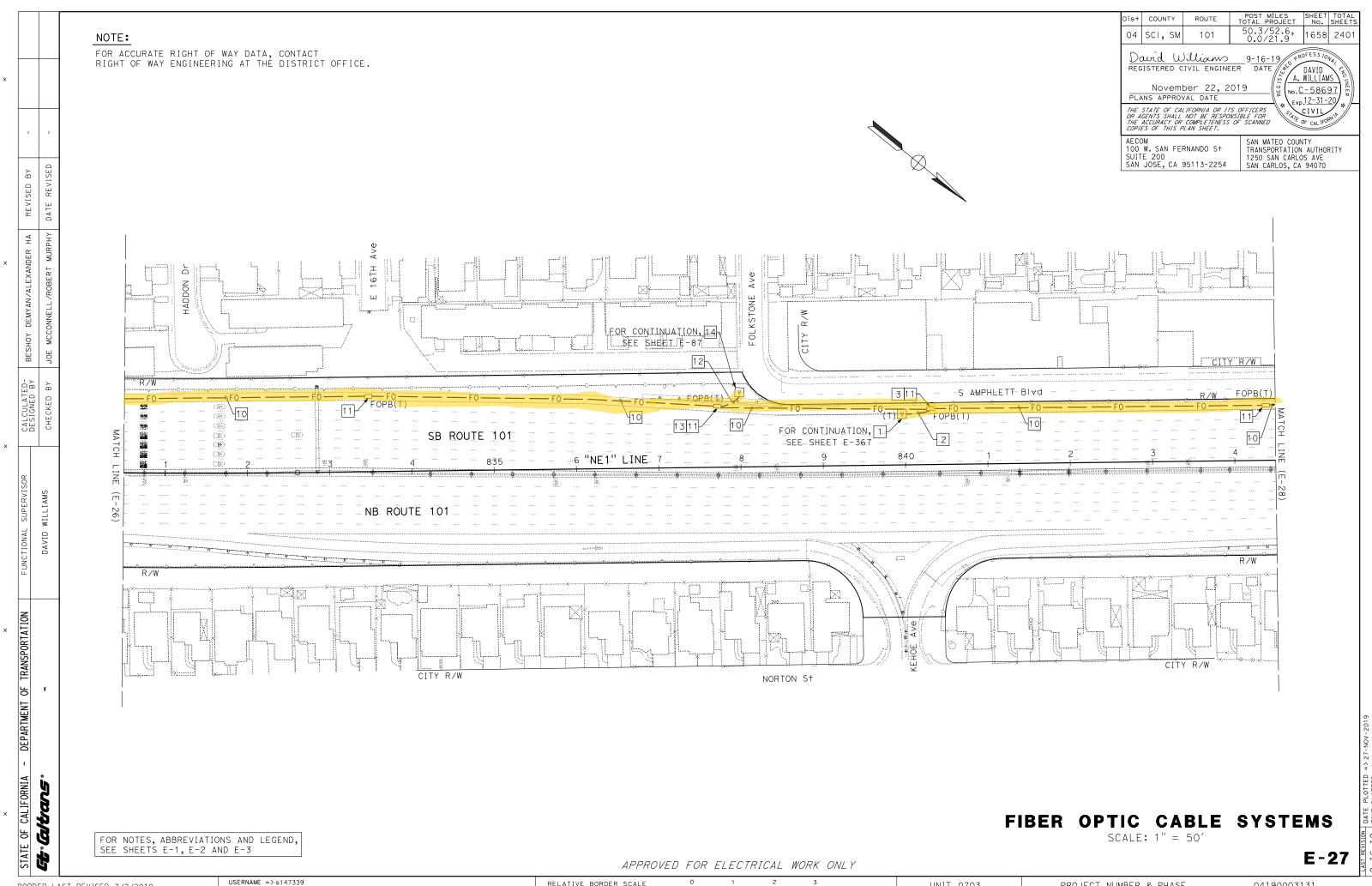
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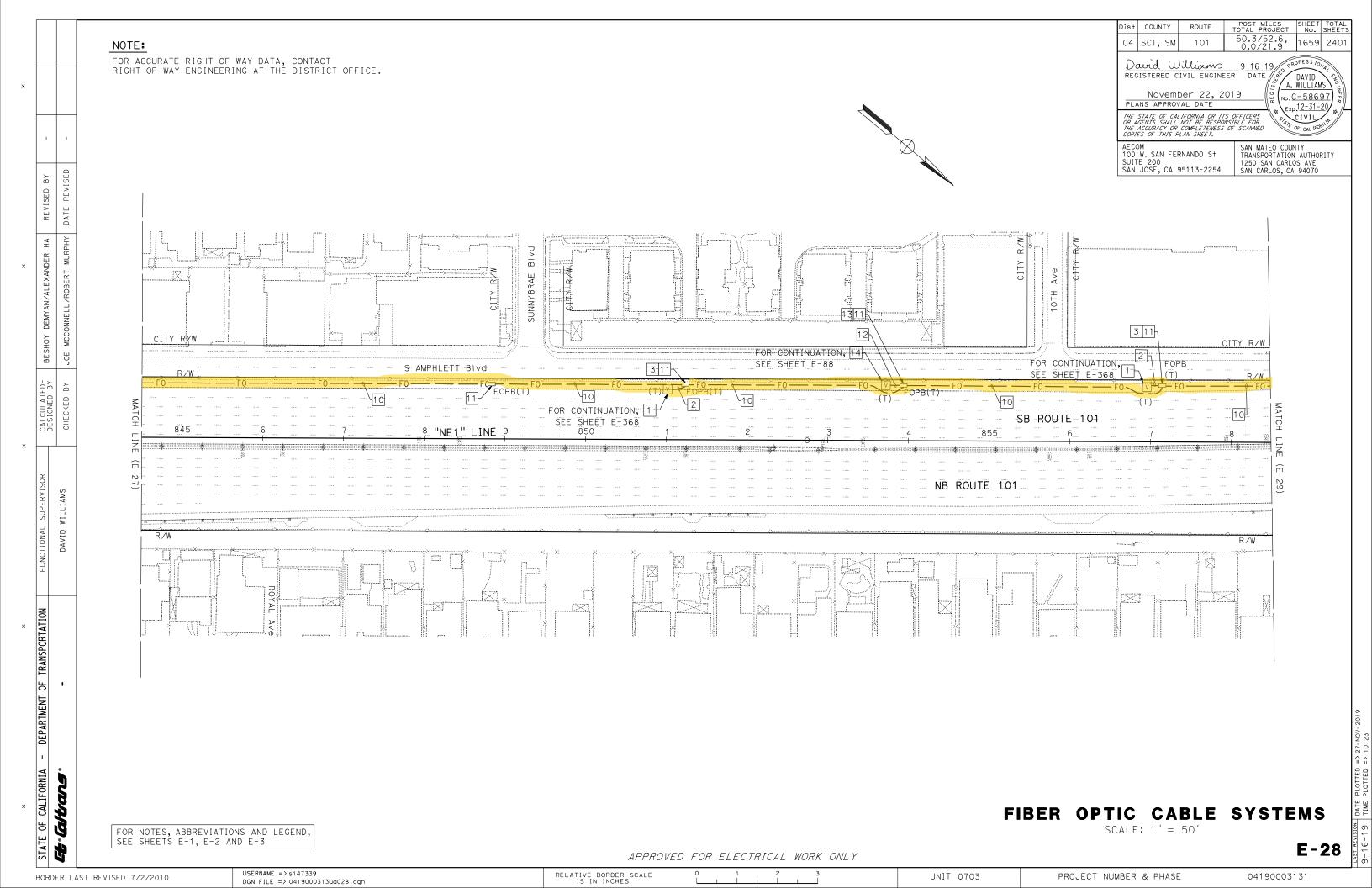


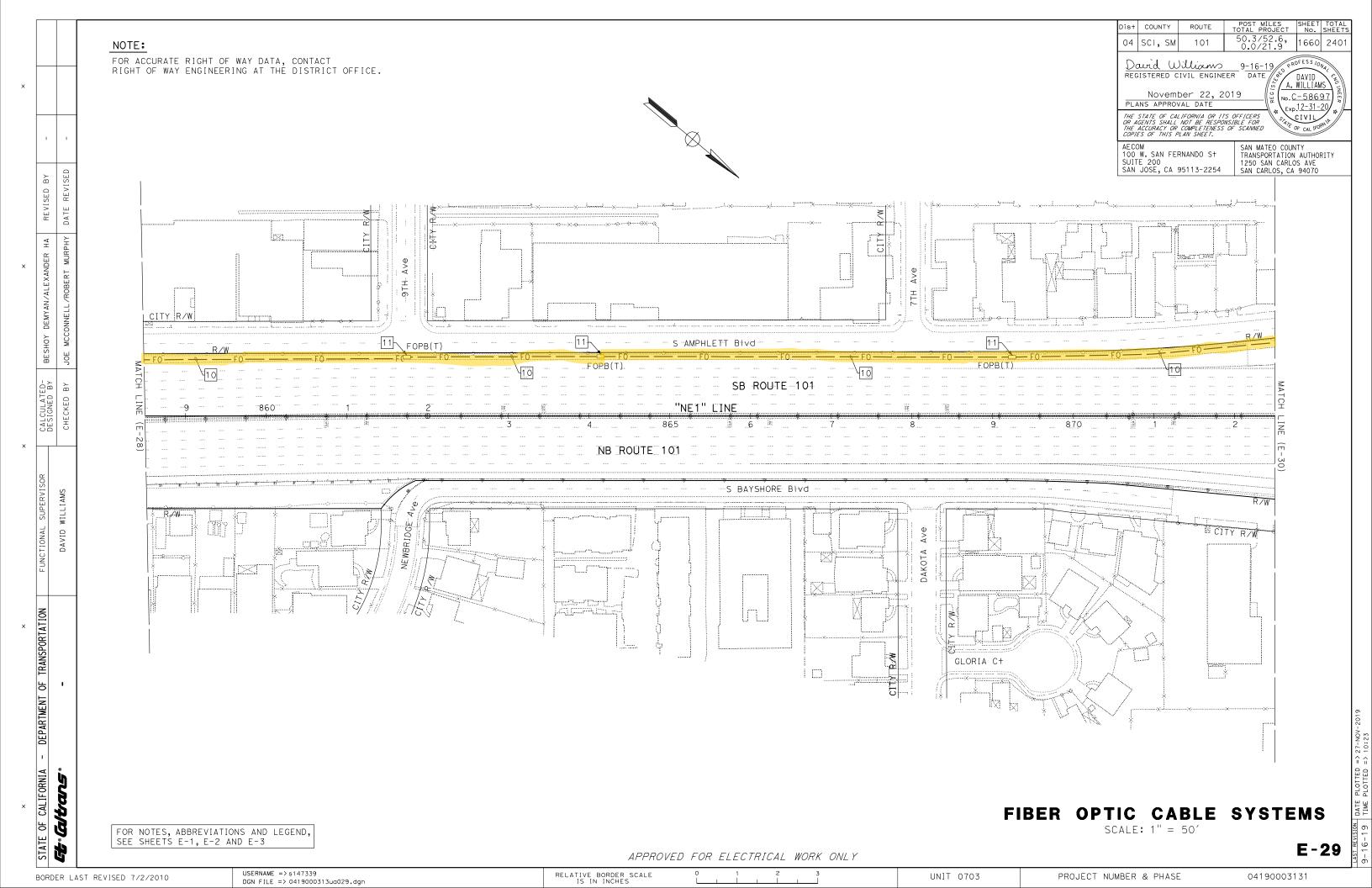
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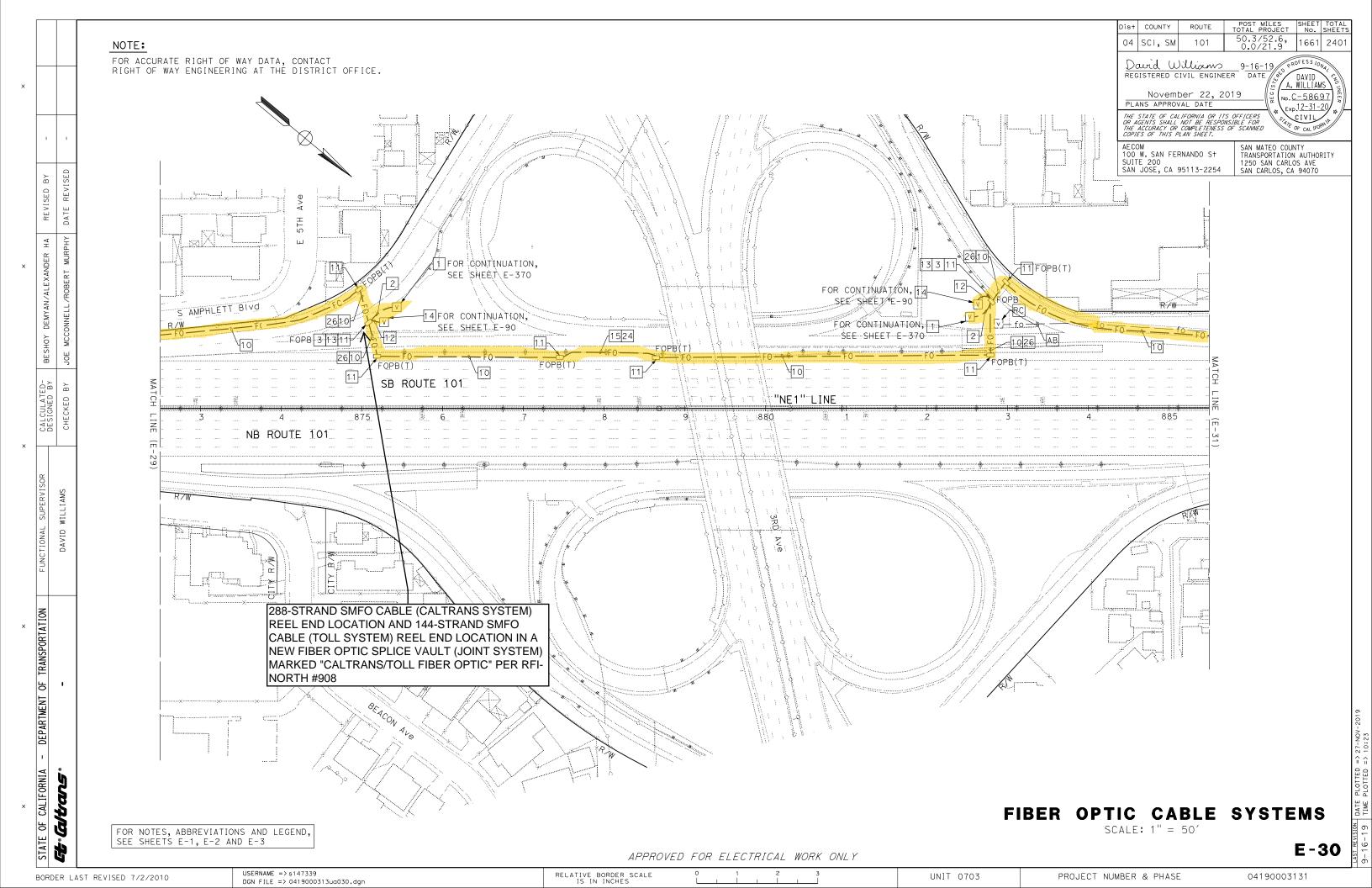
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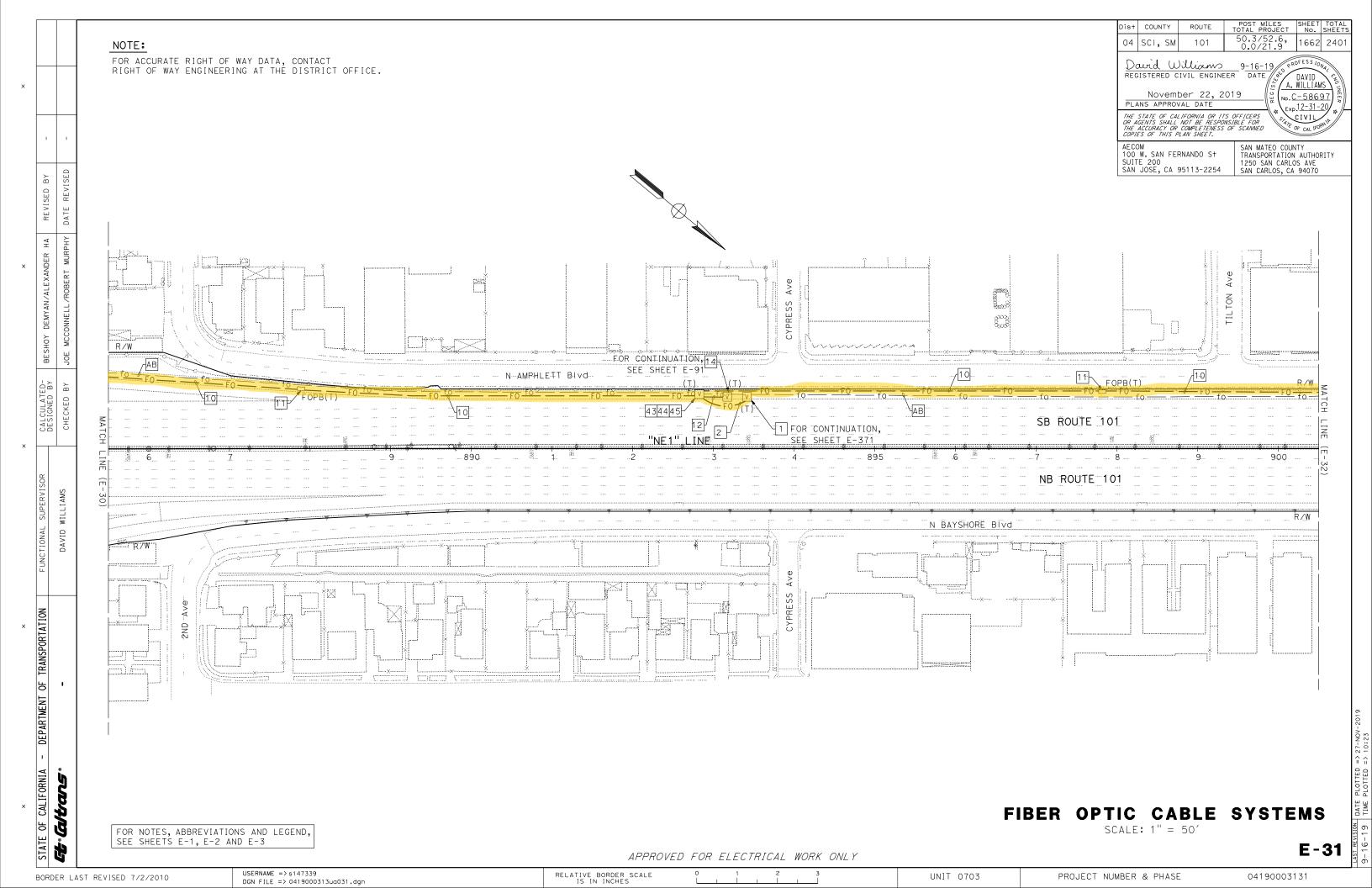
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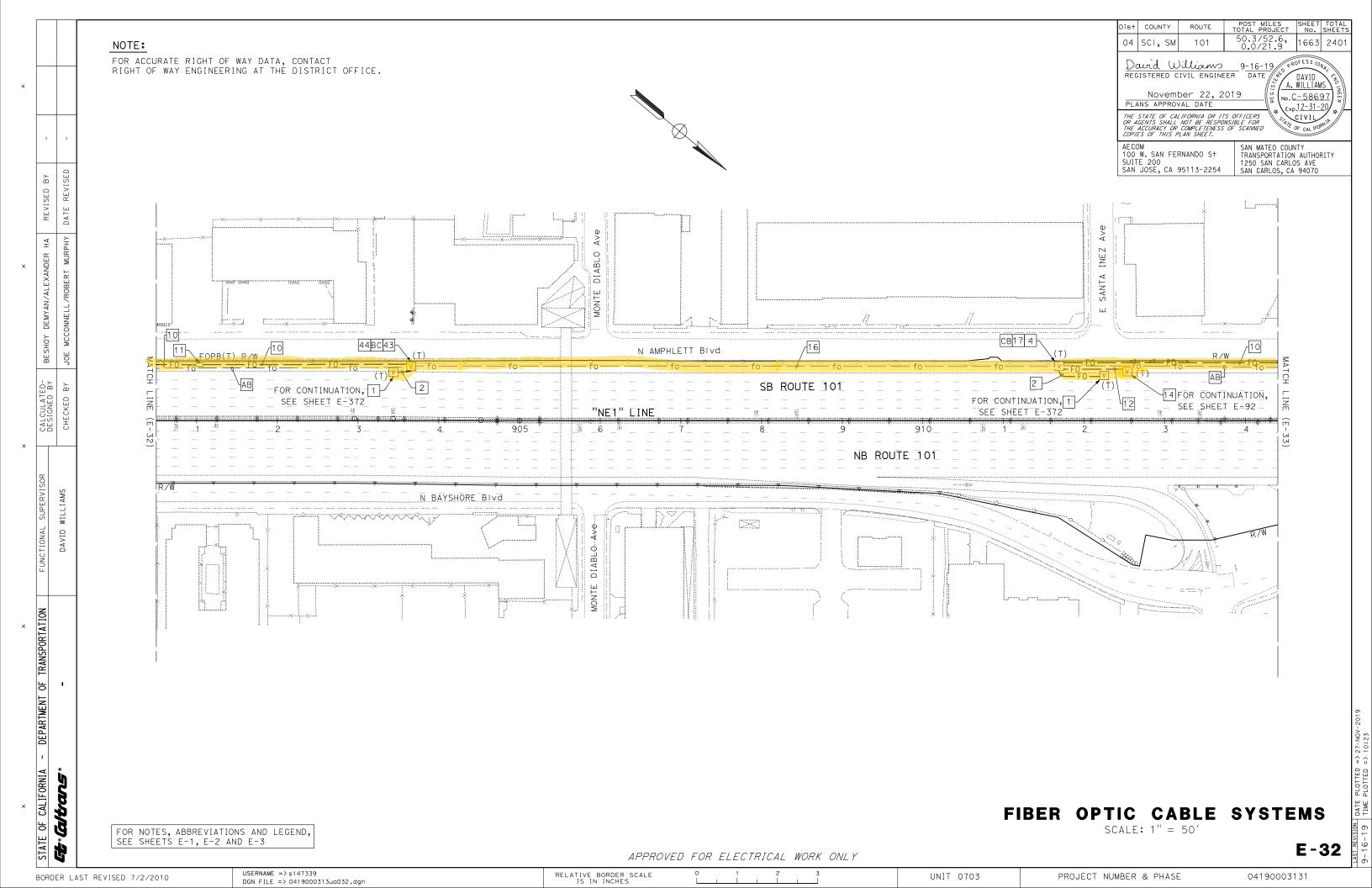
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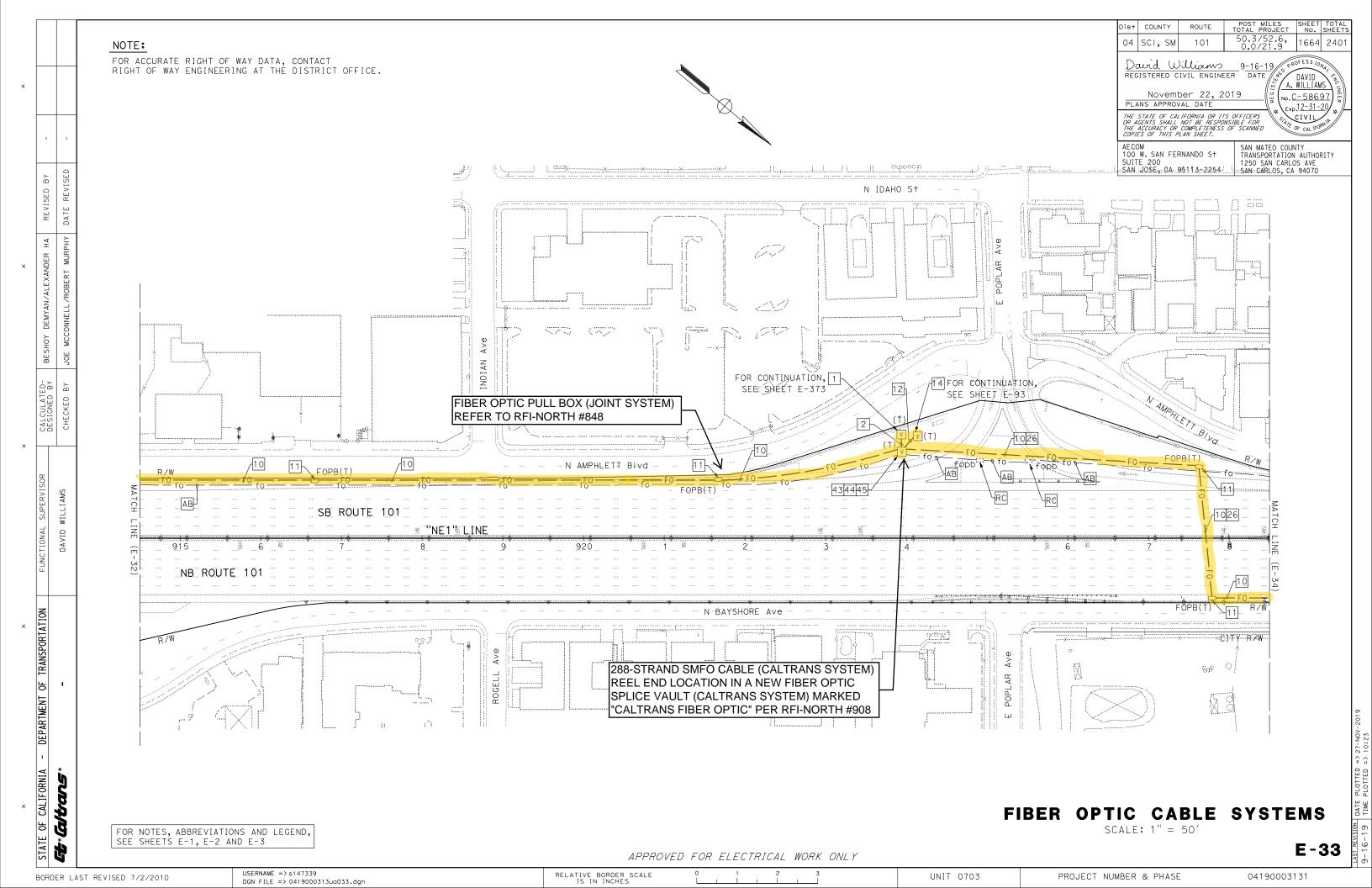


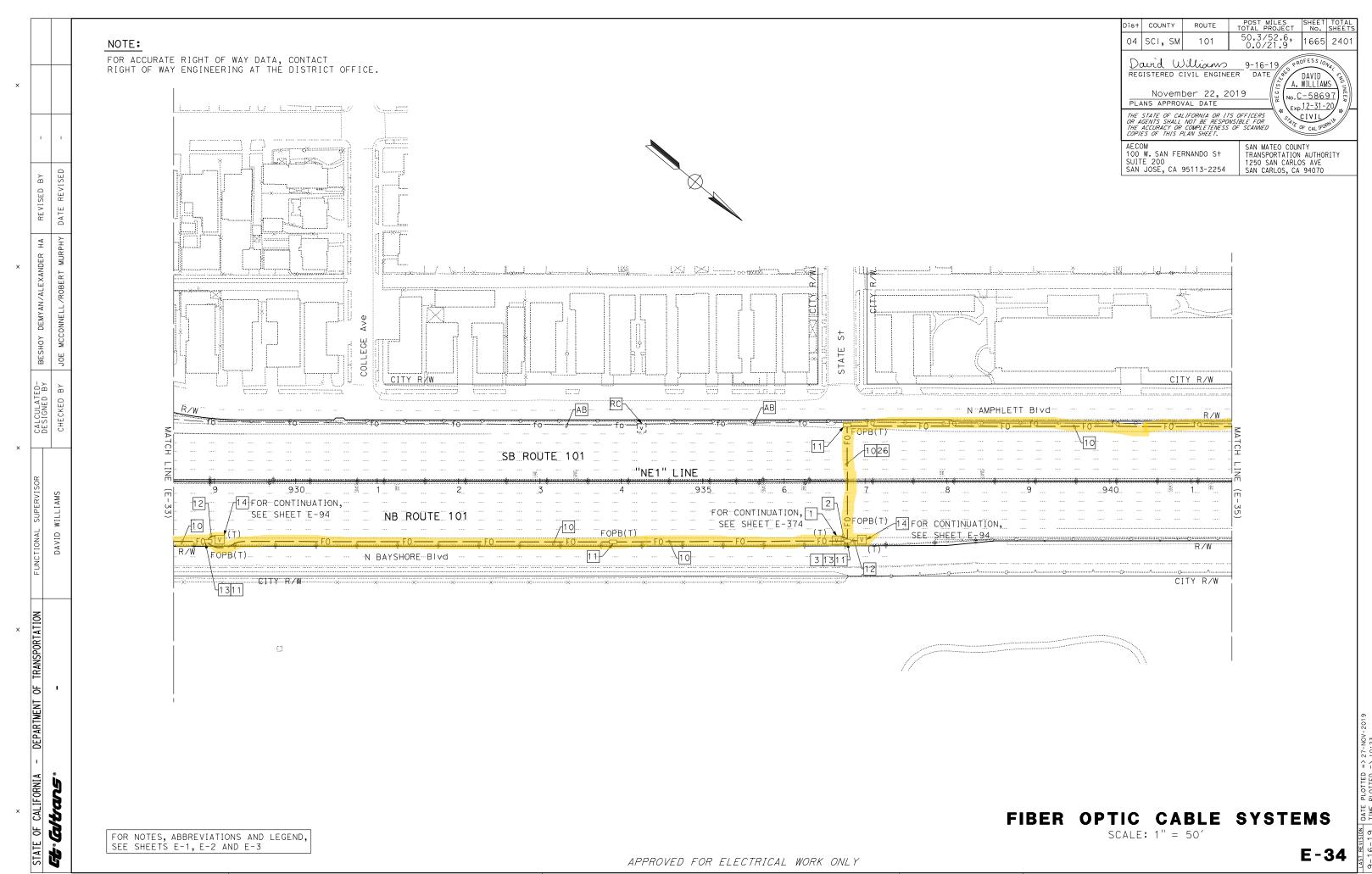












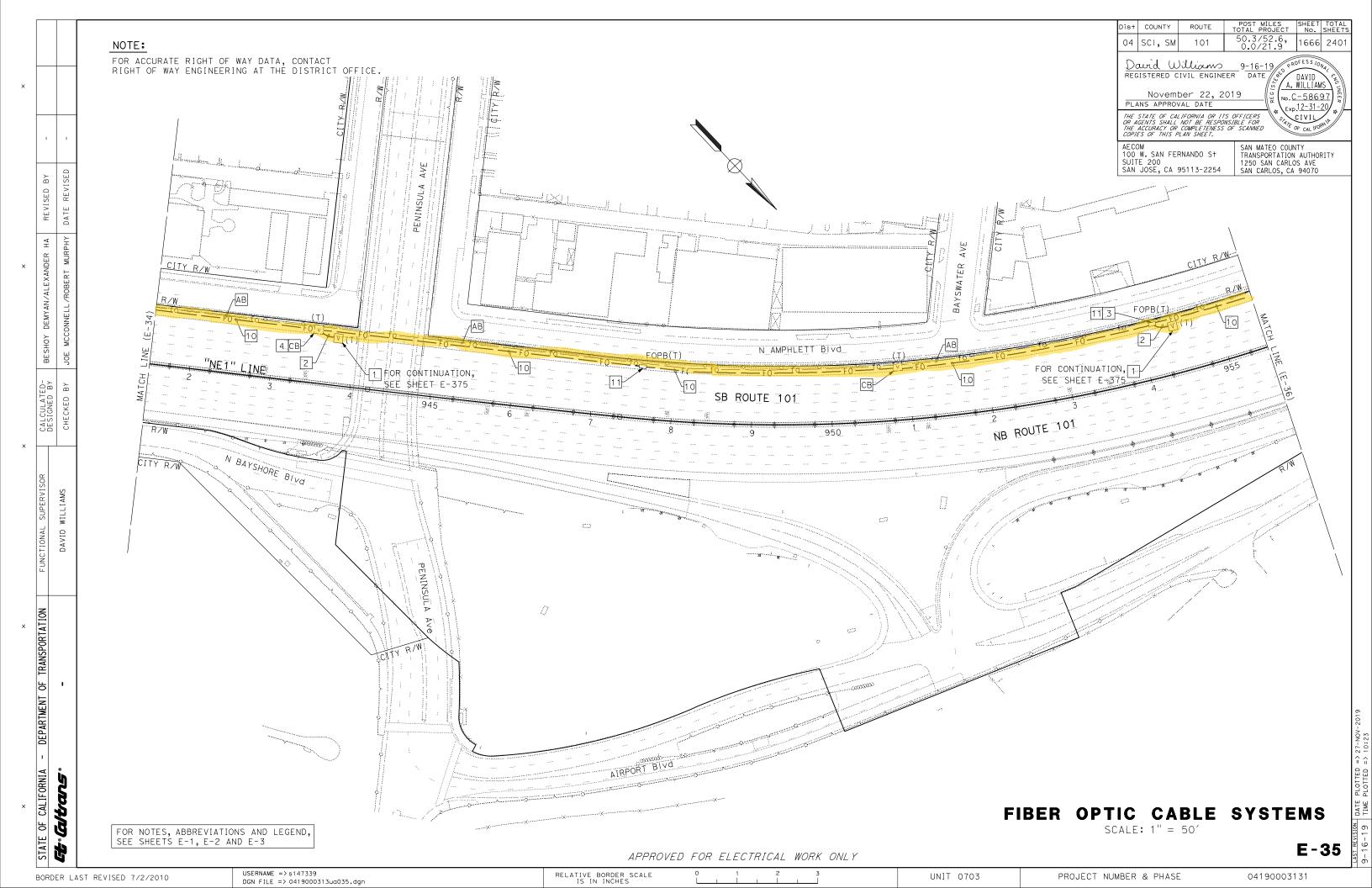
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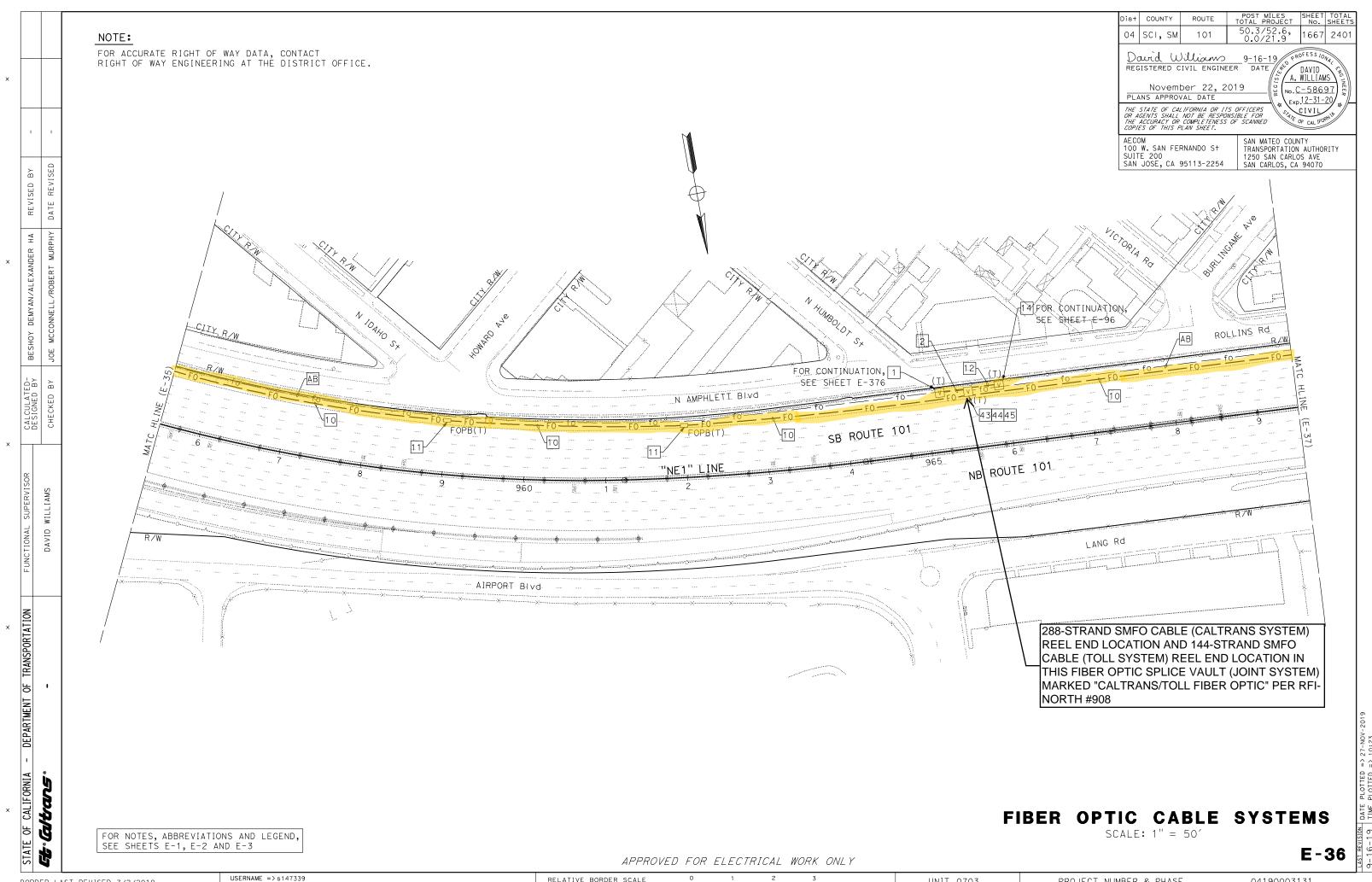
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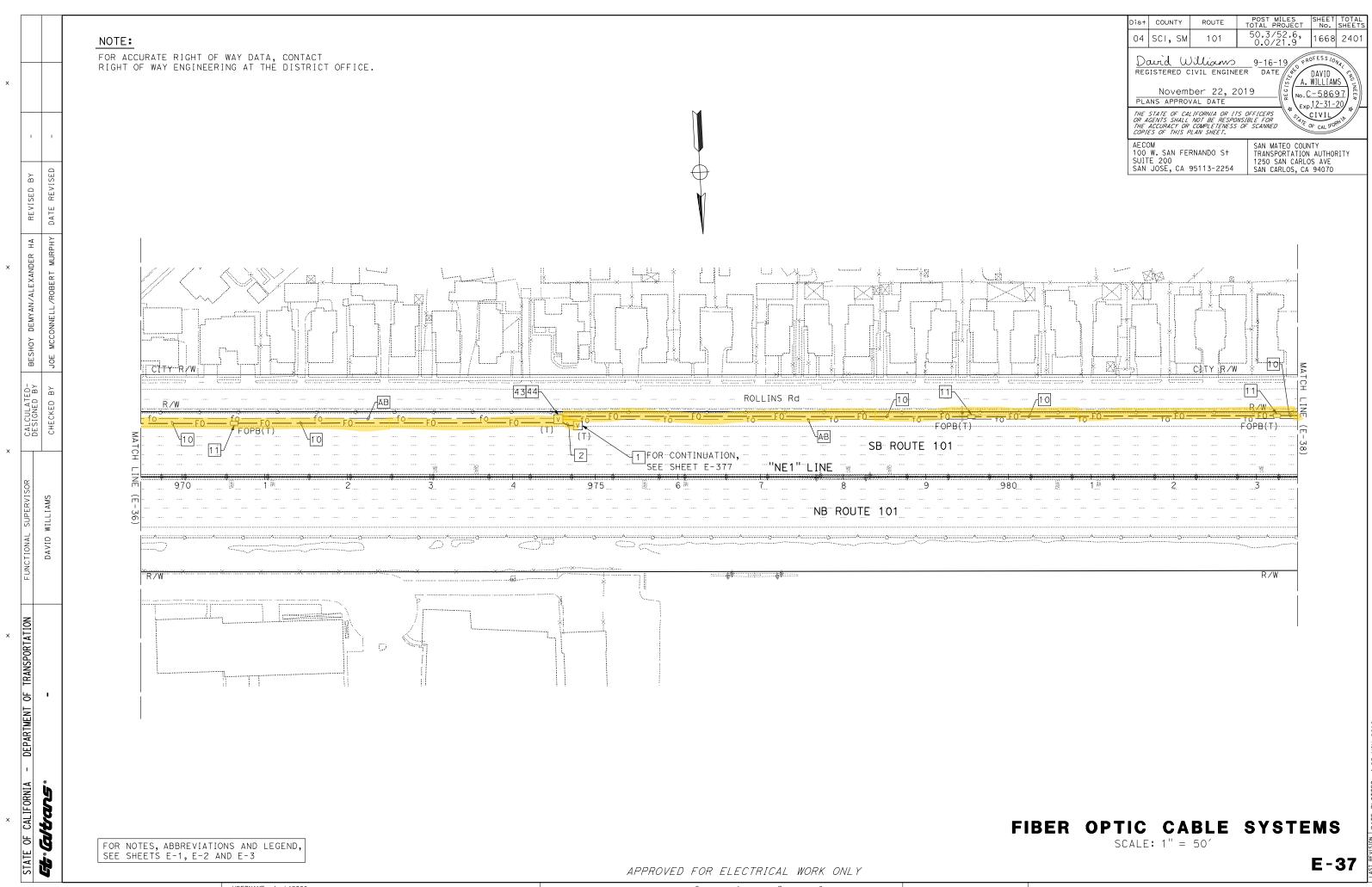
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UNIT 0703



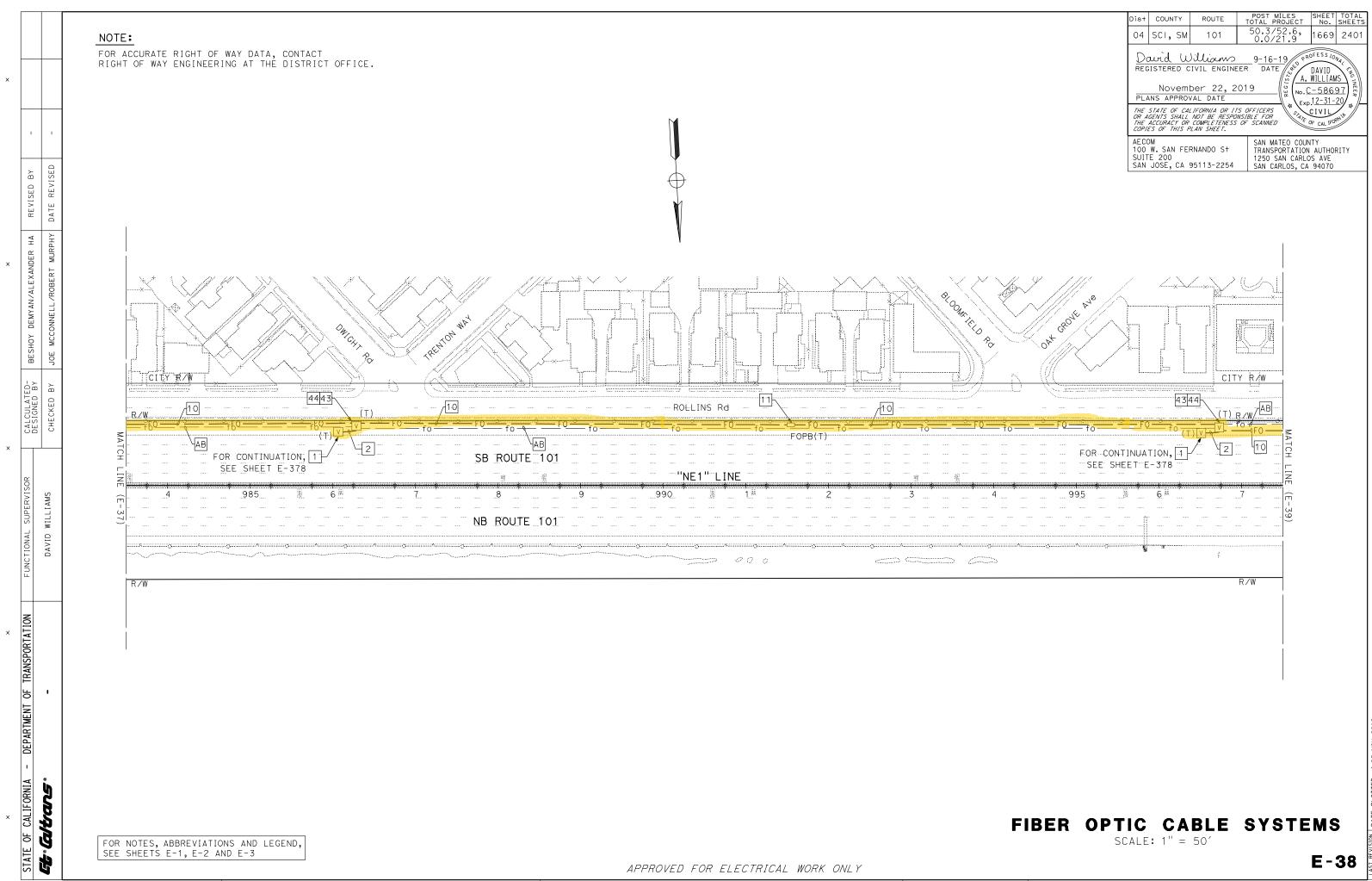
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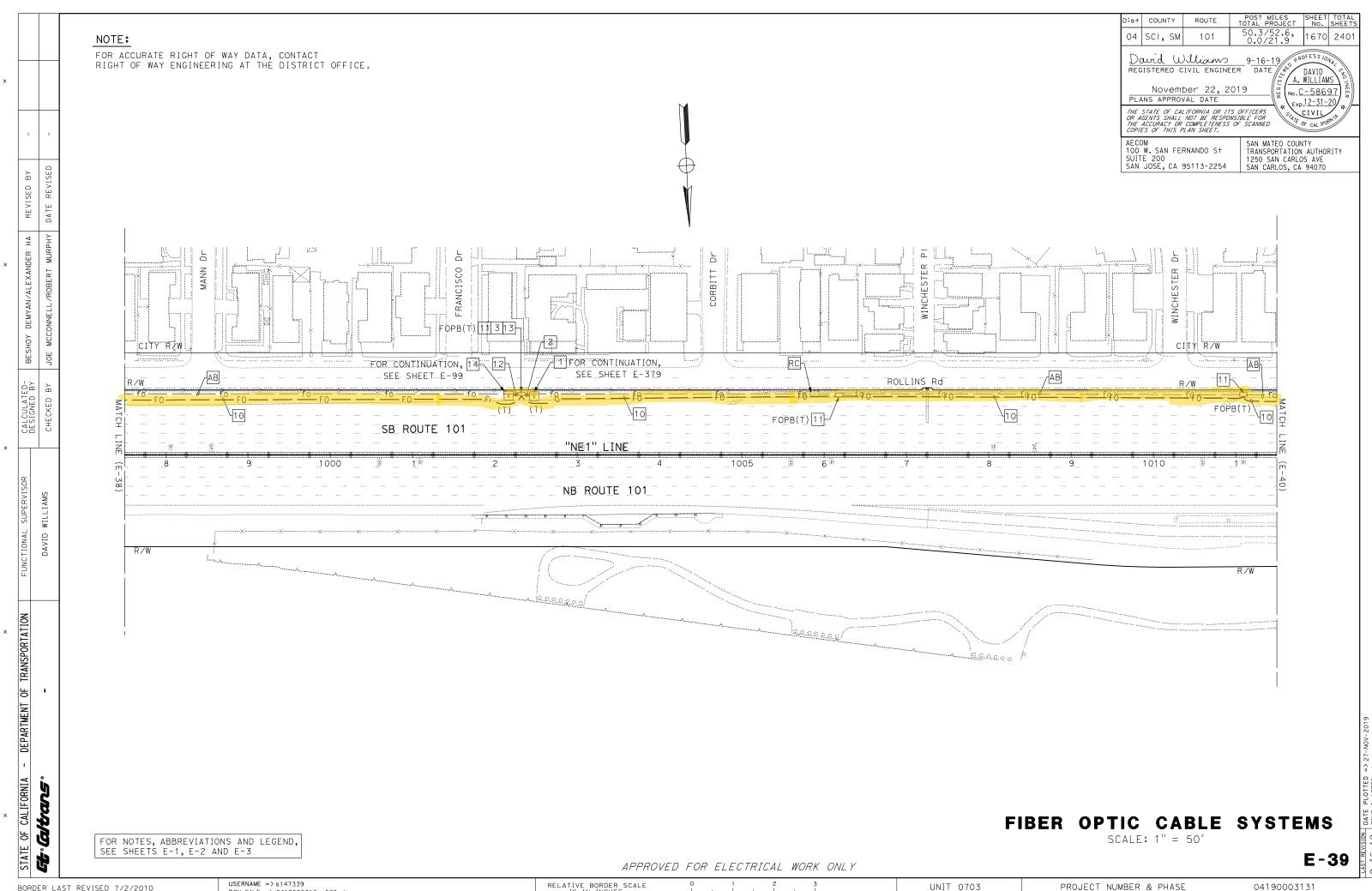
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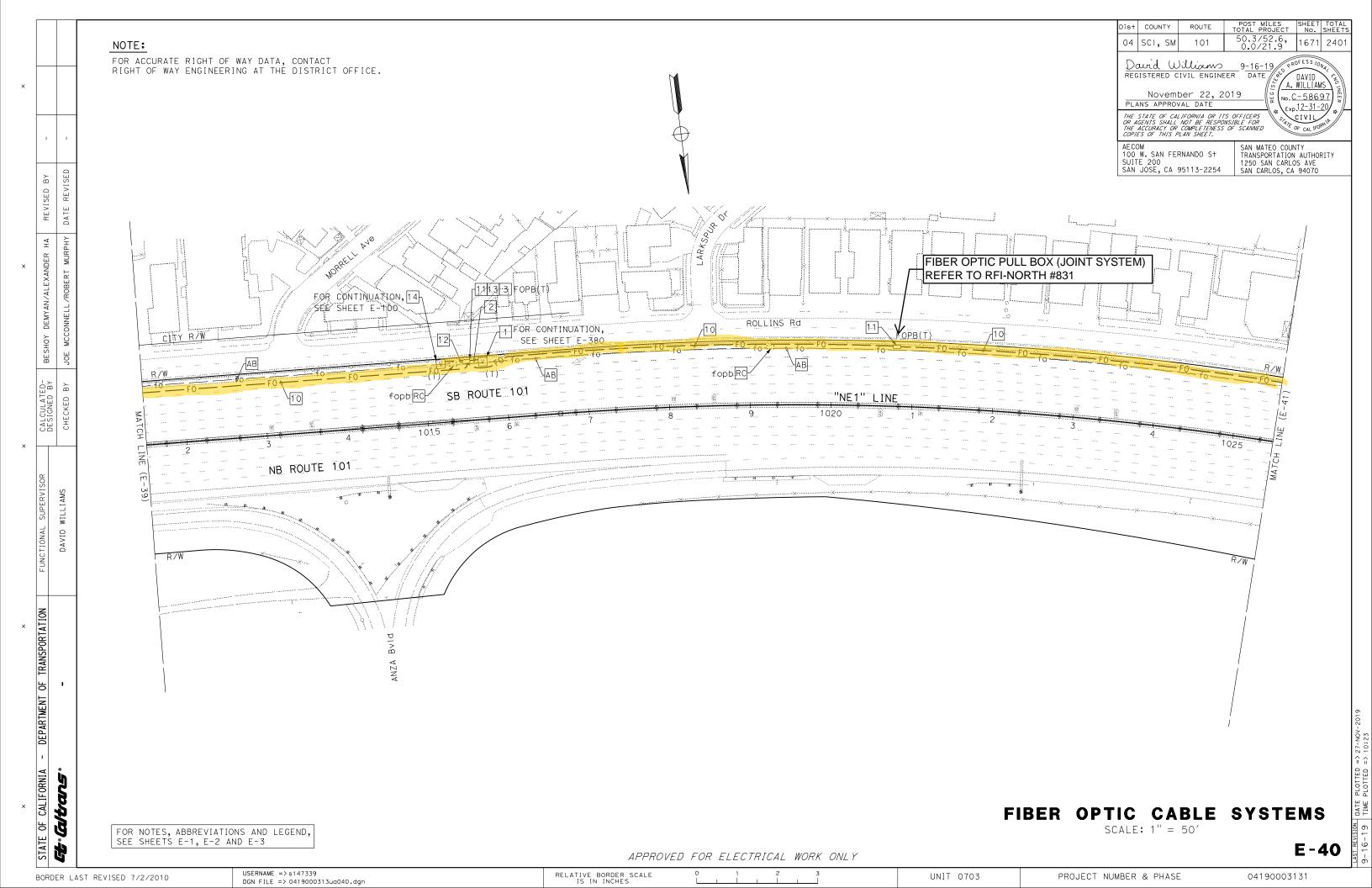
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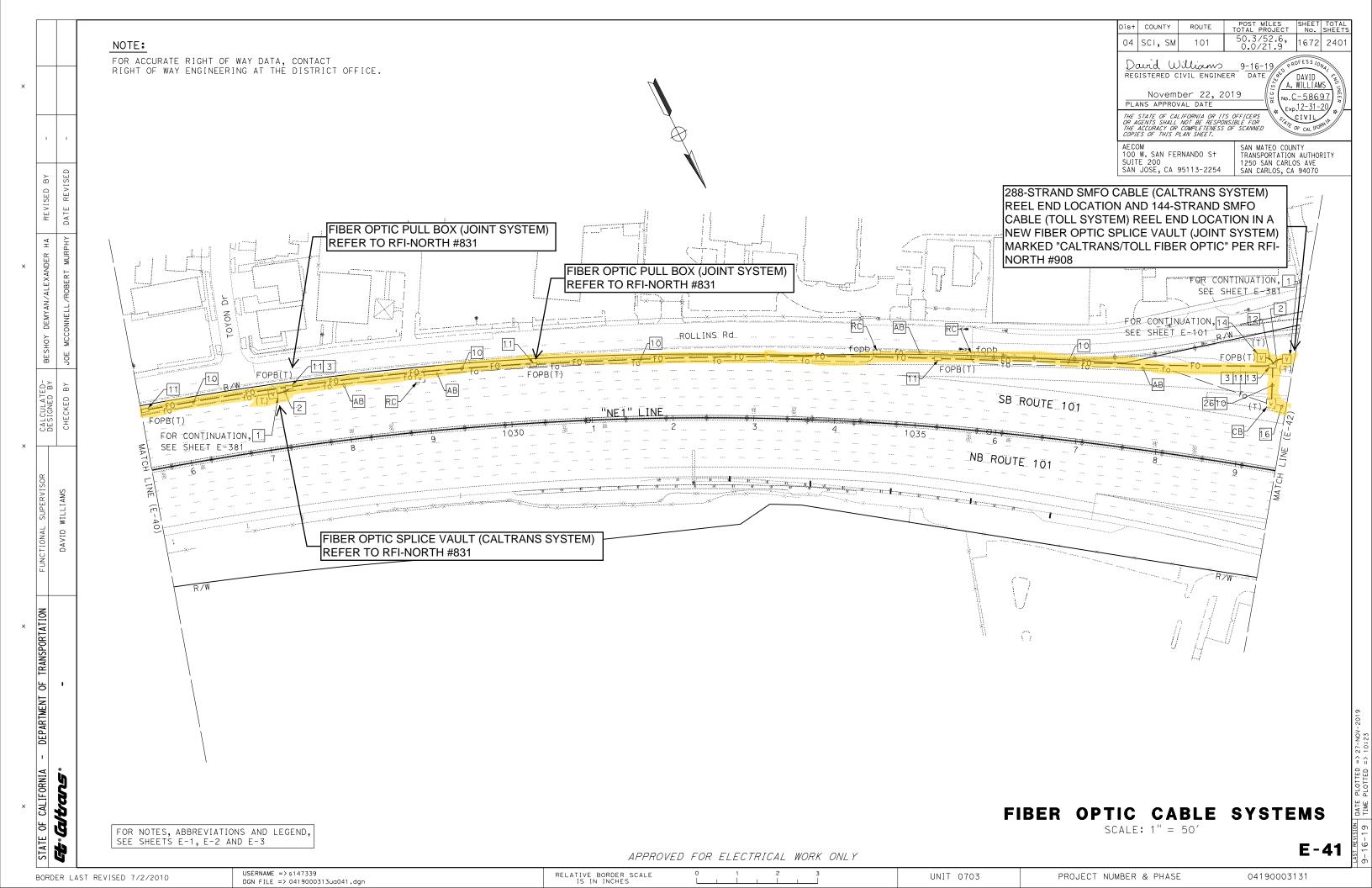
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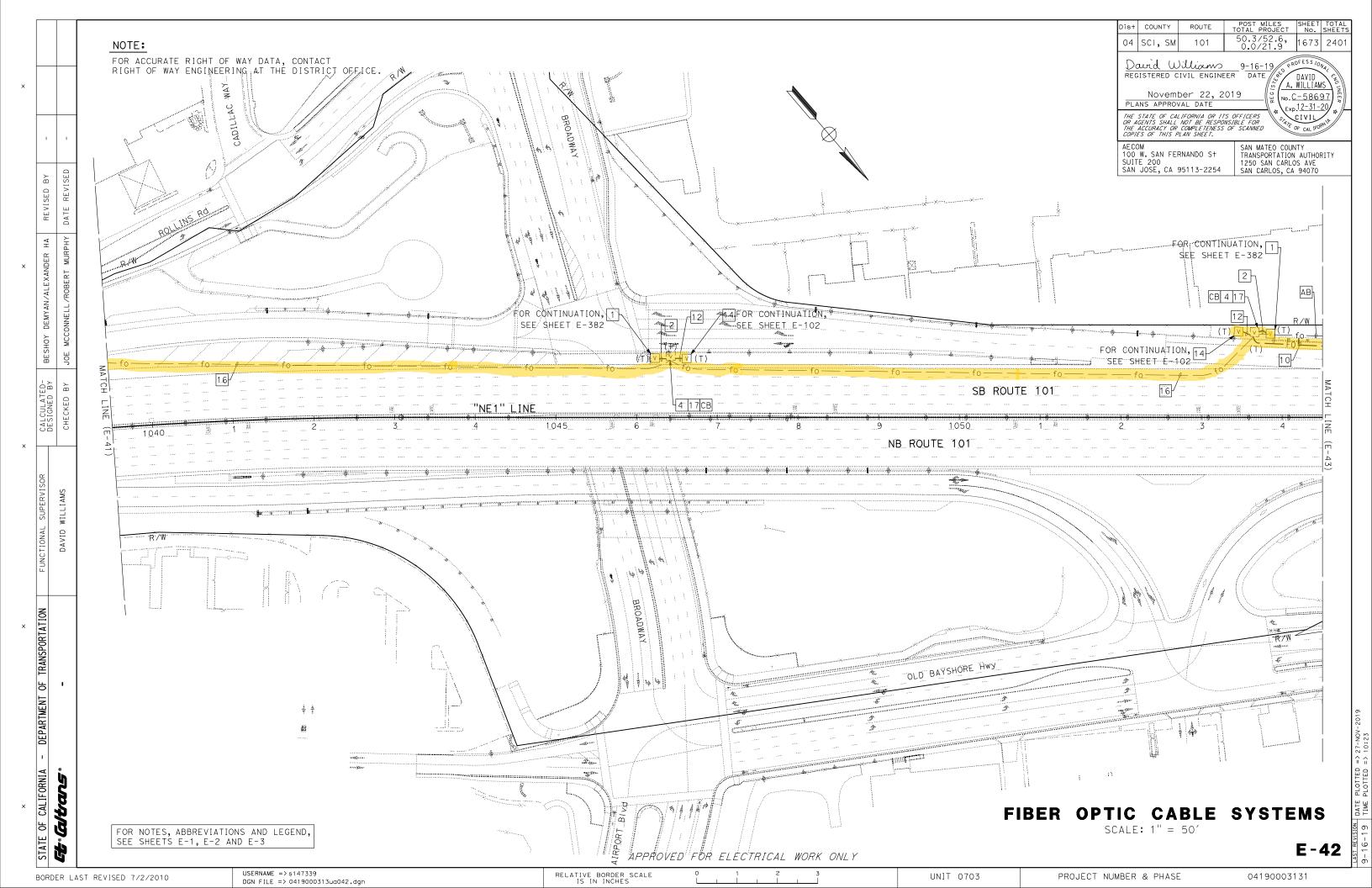
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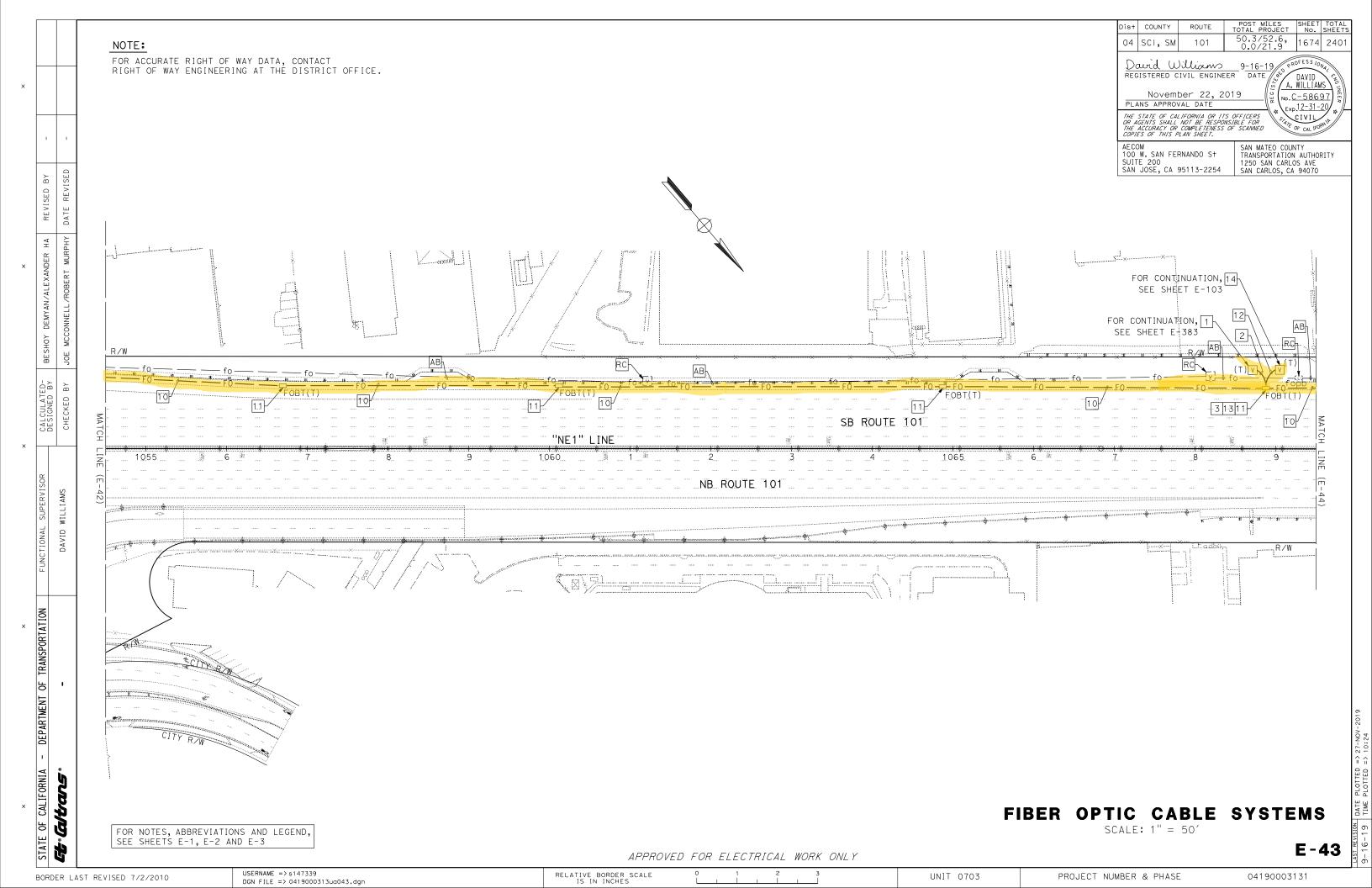
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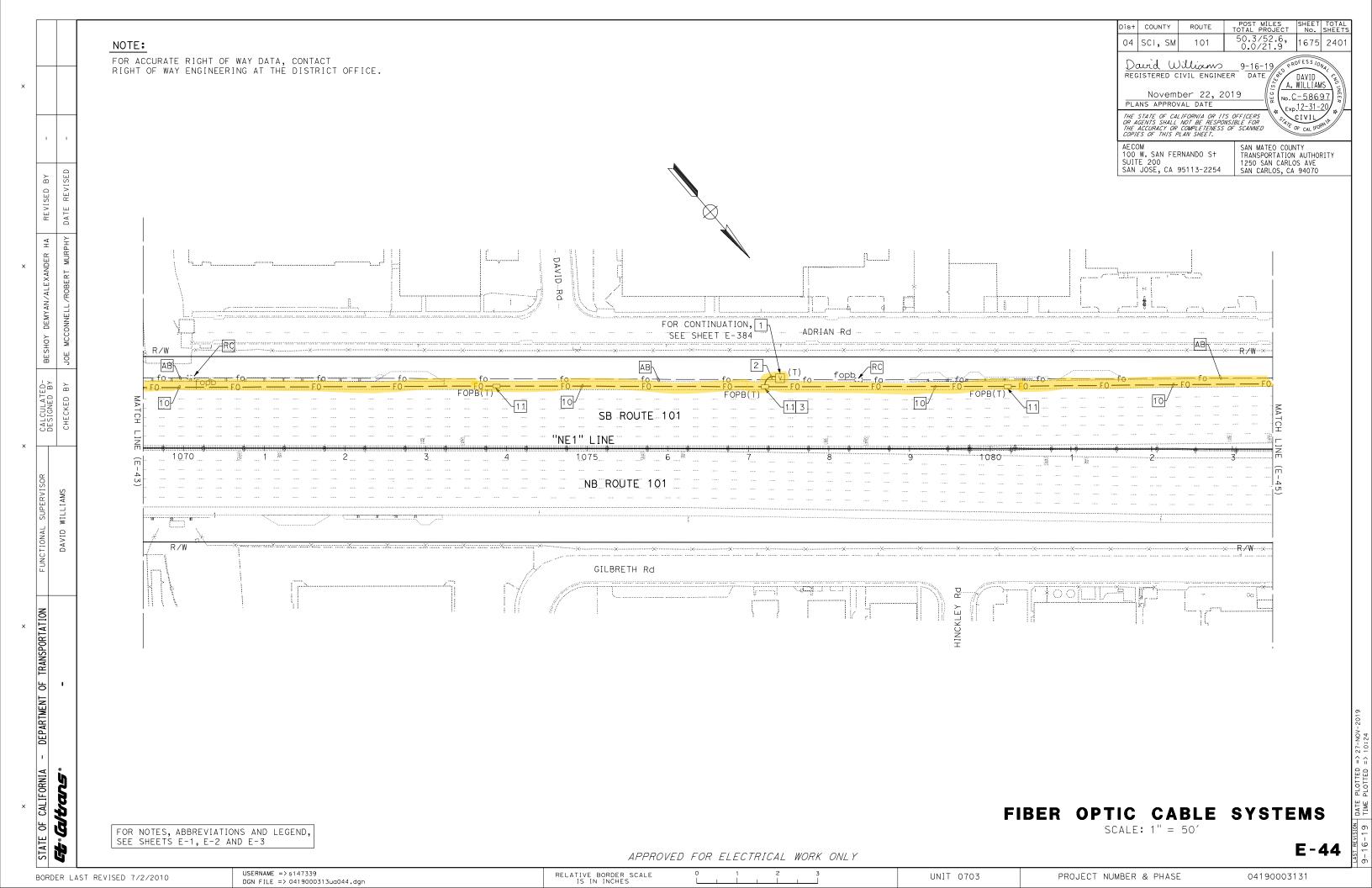
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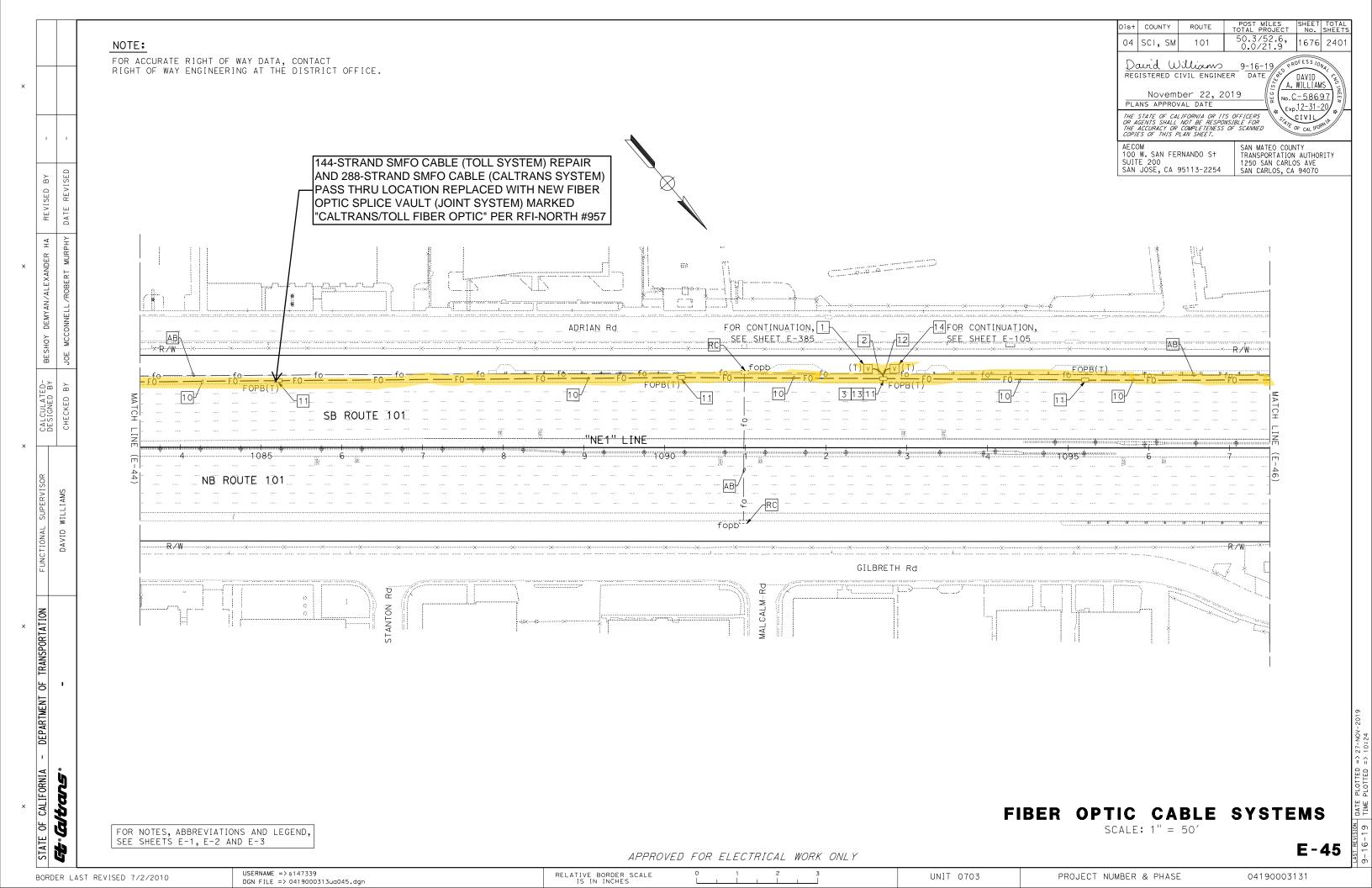


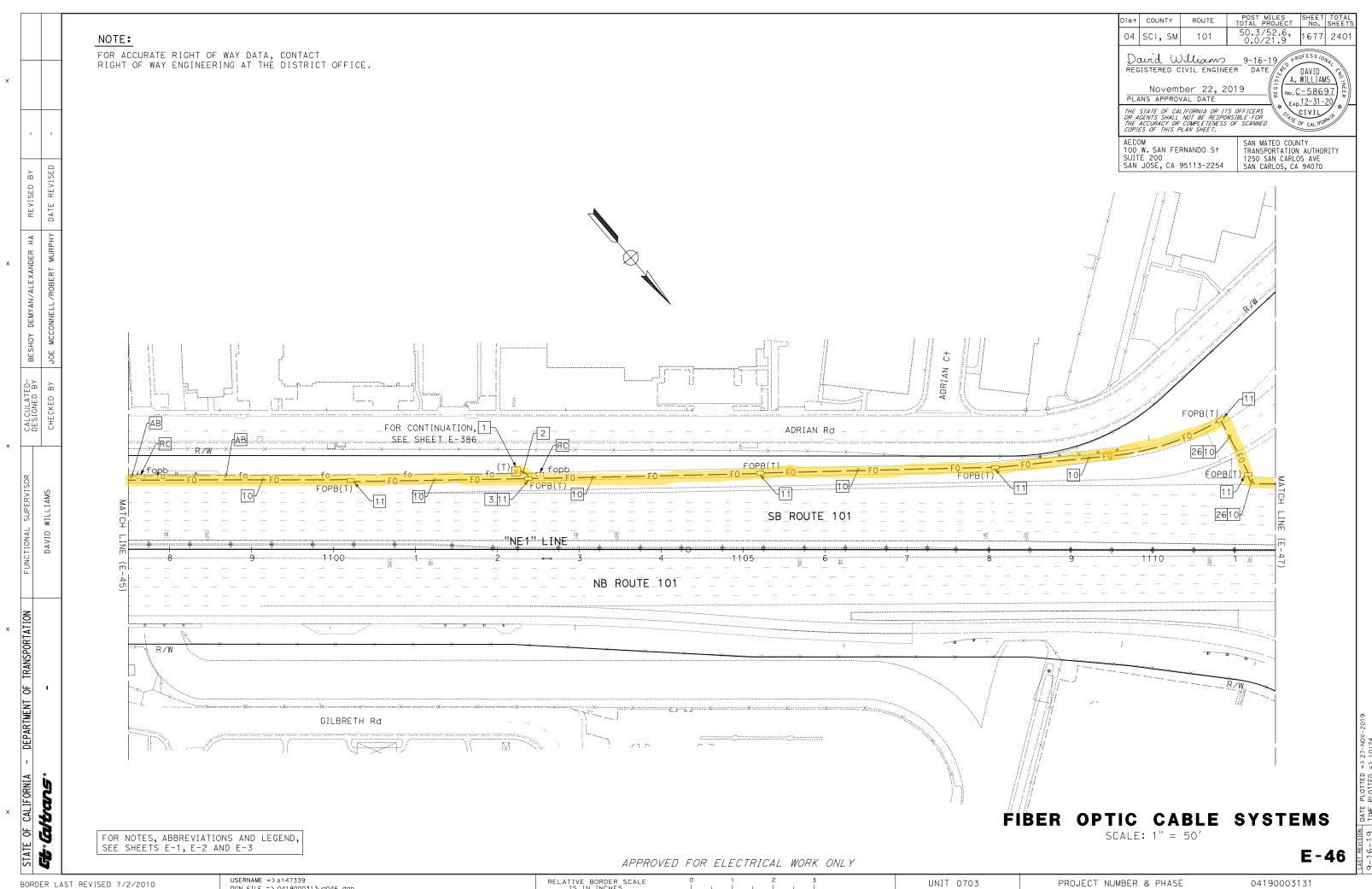












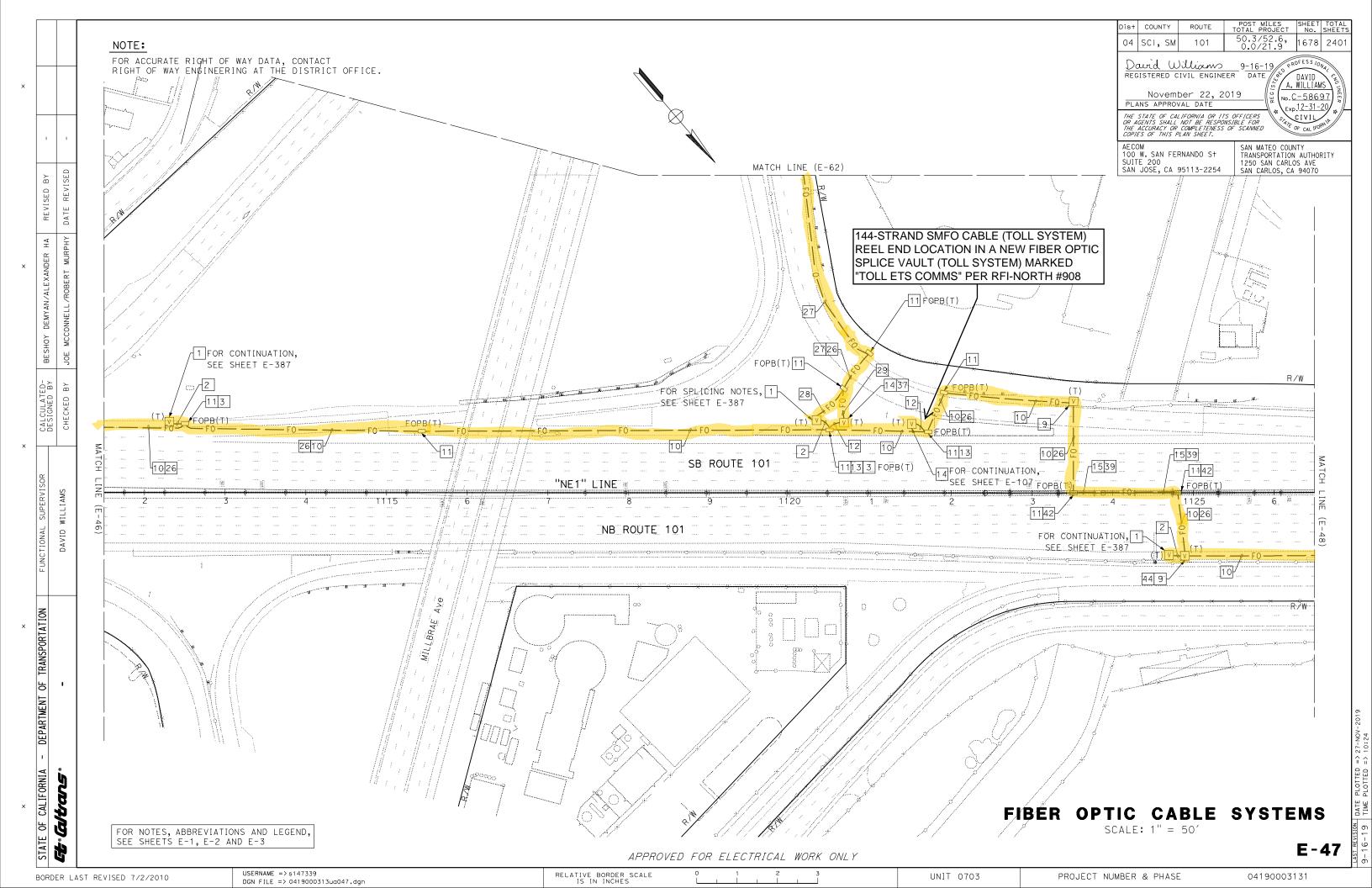
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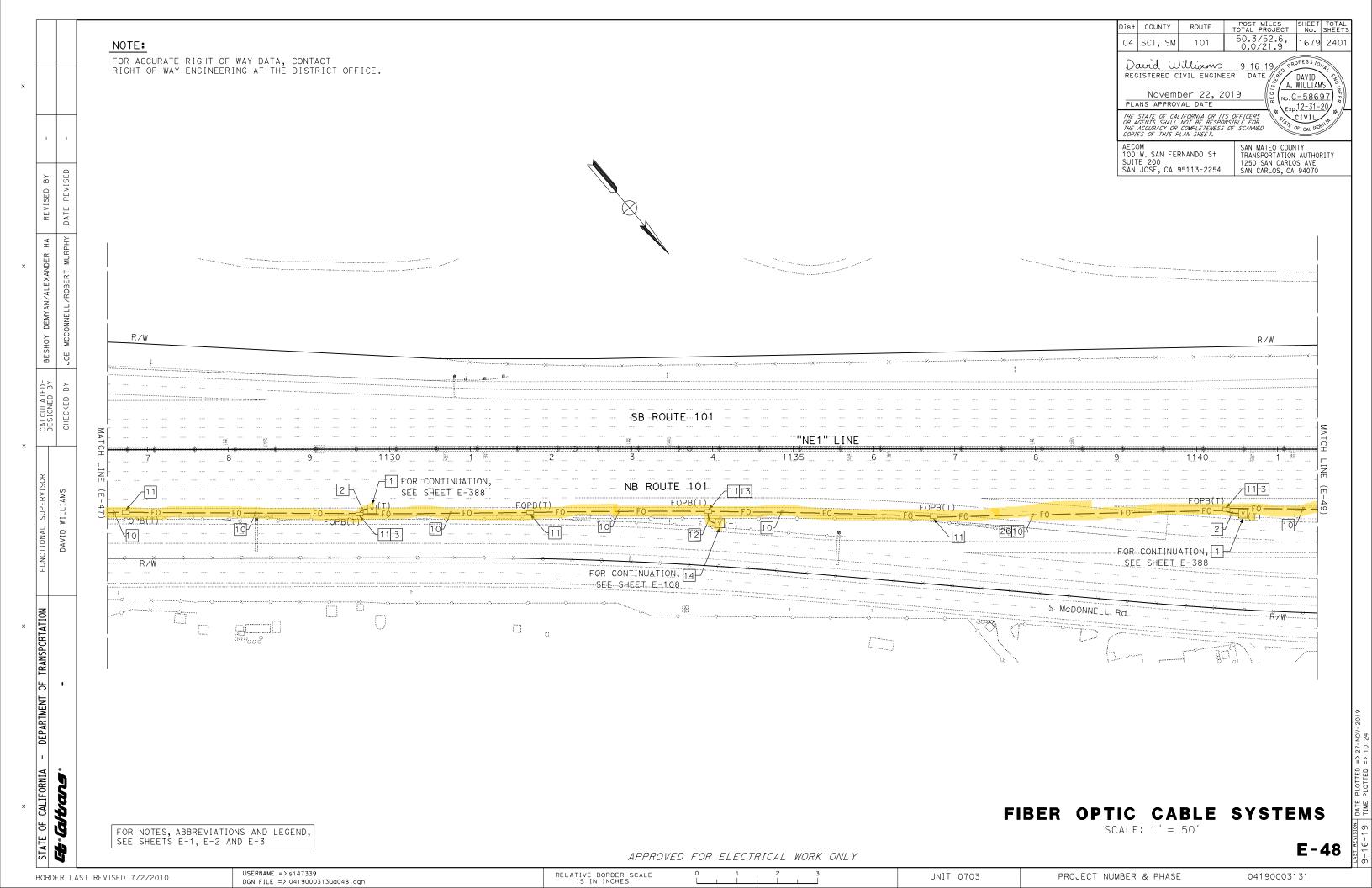
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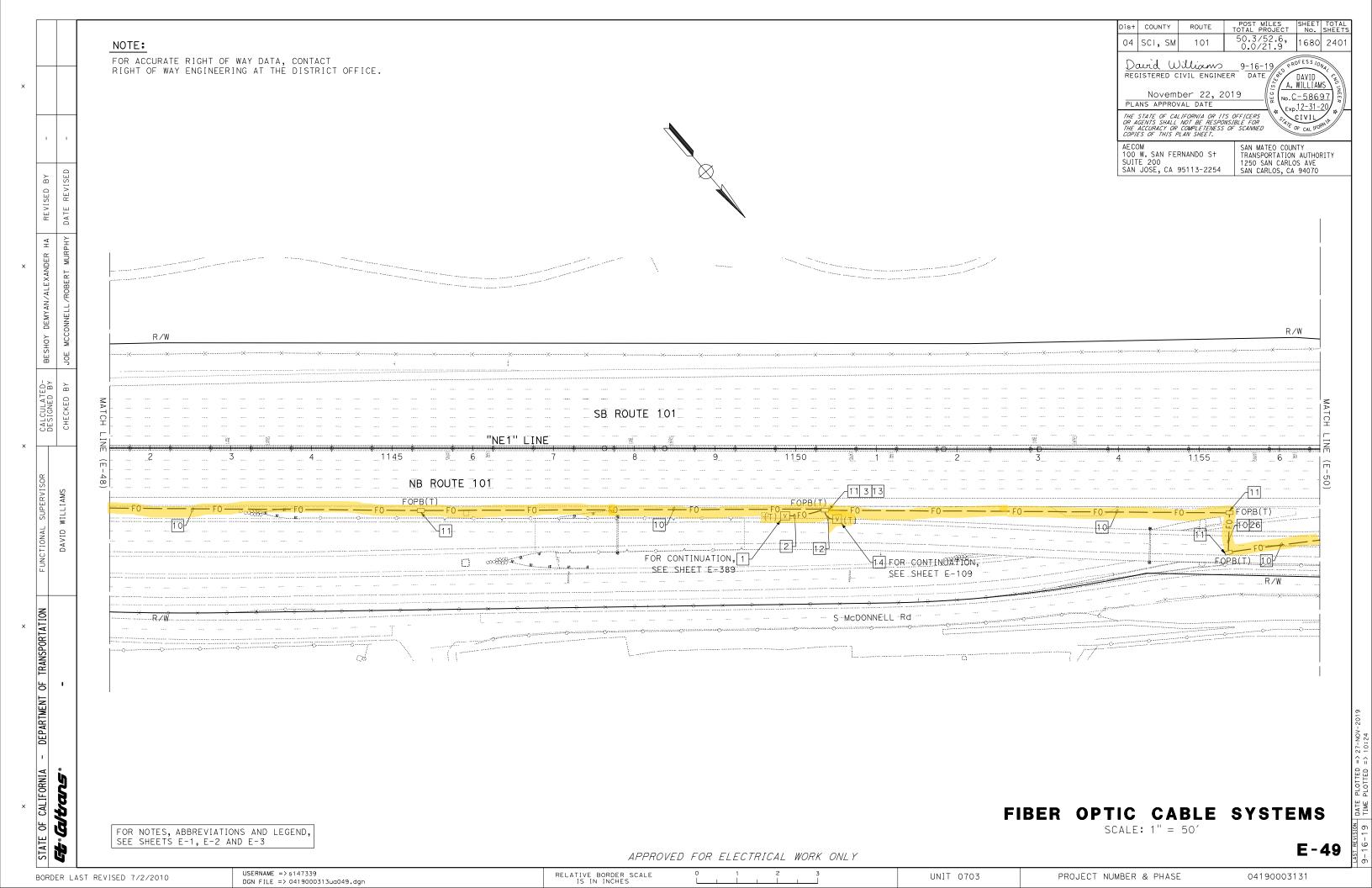
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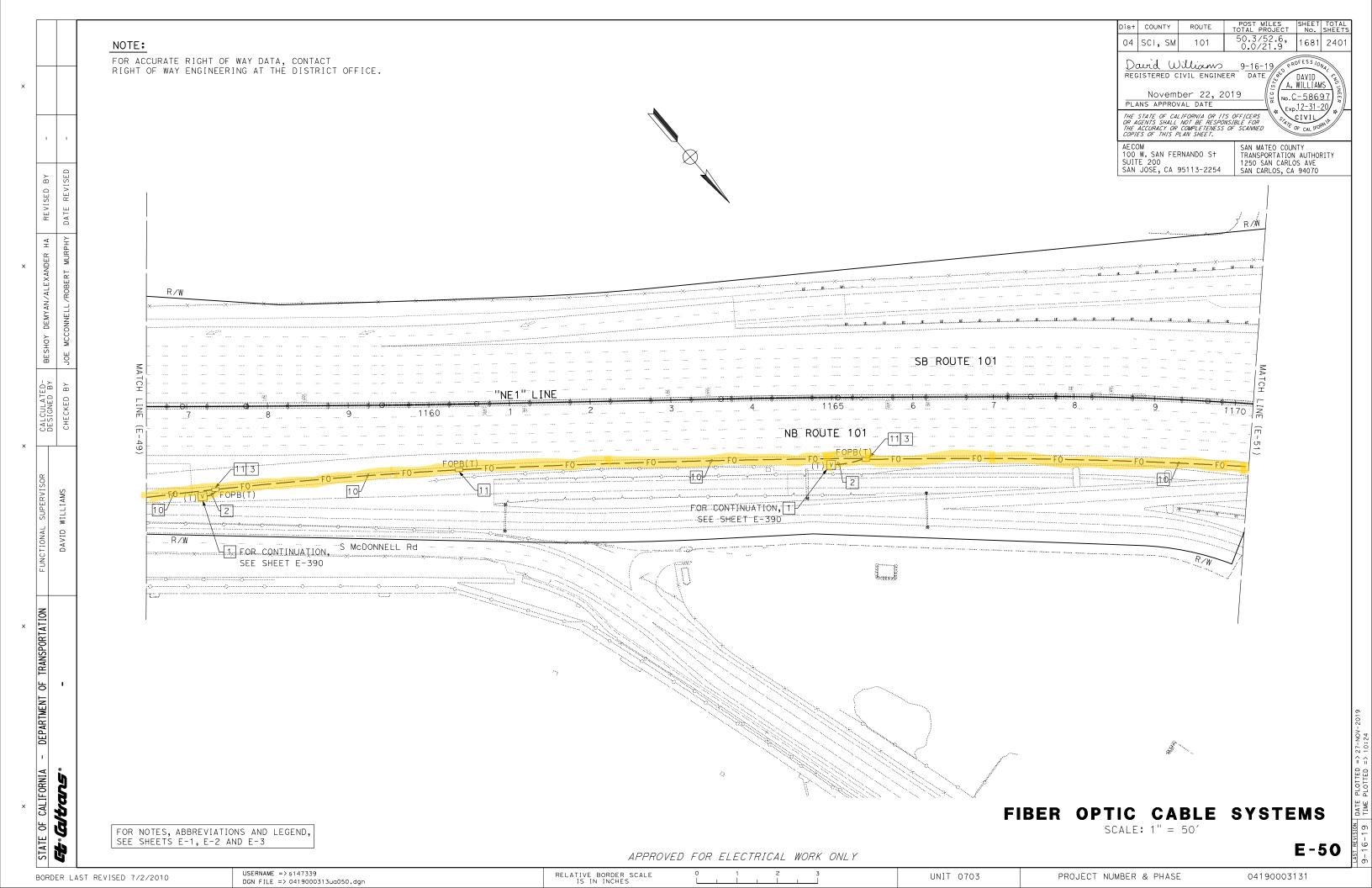
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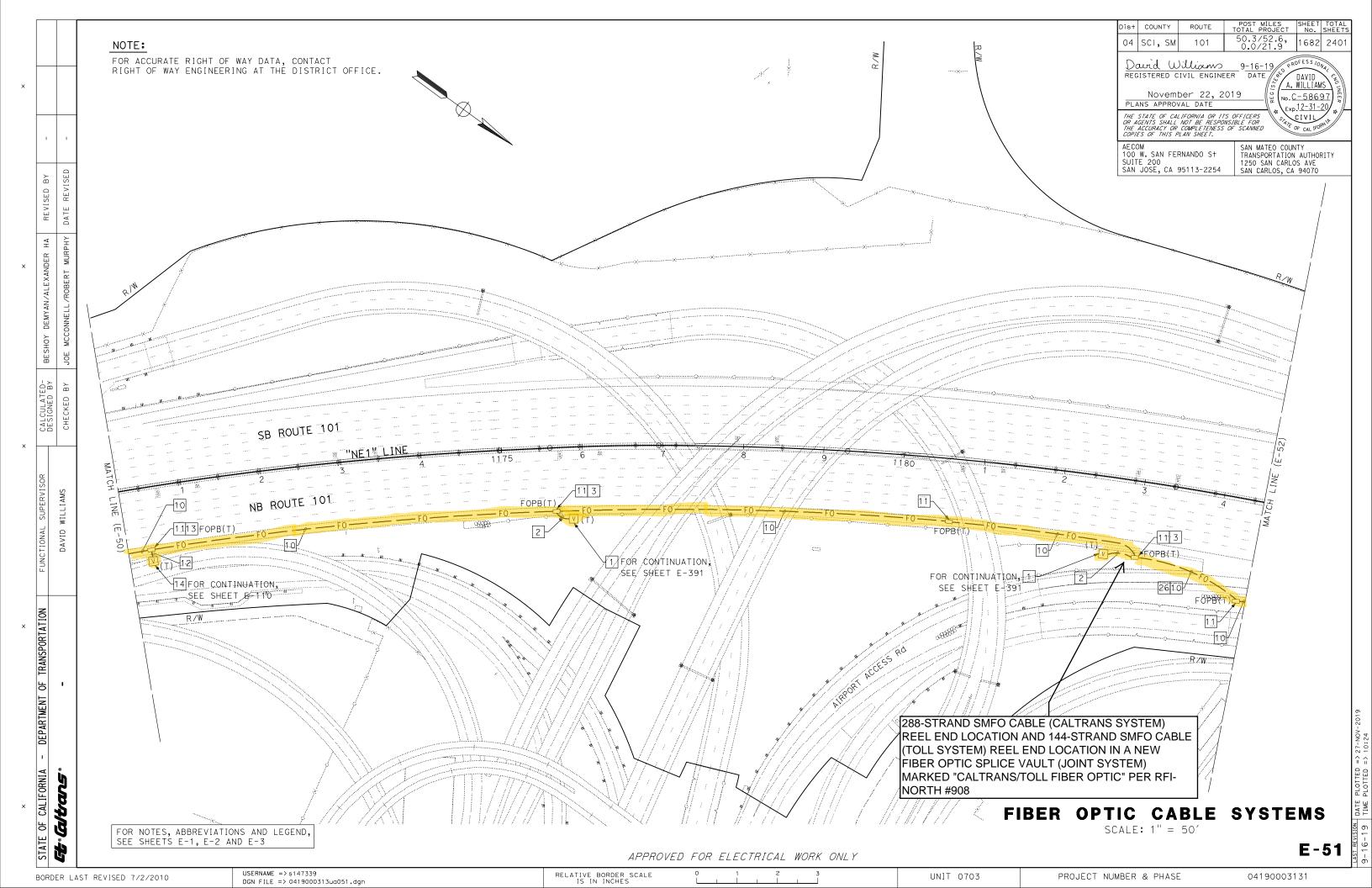
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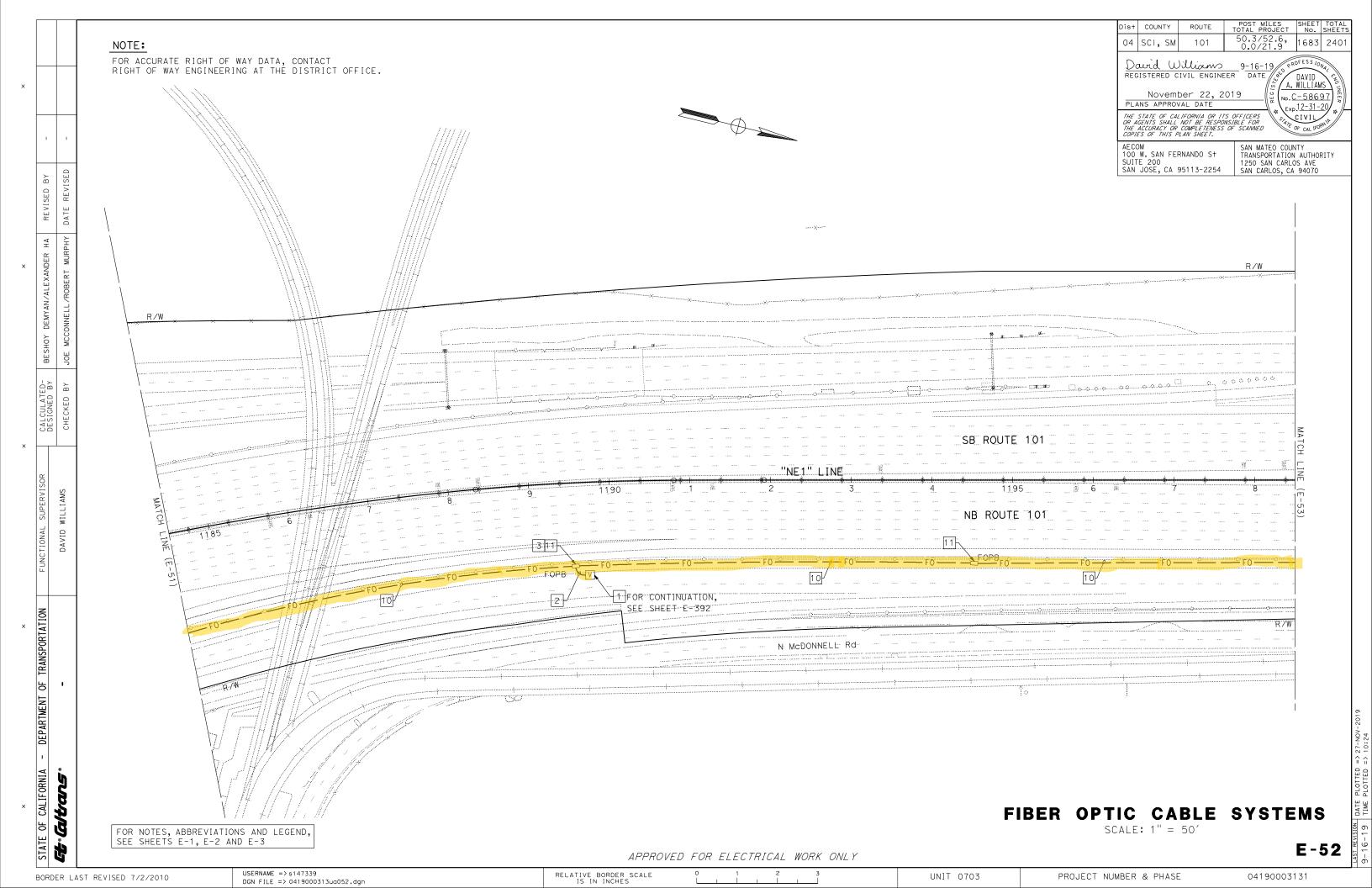


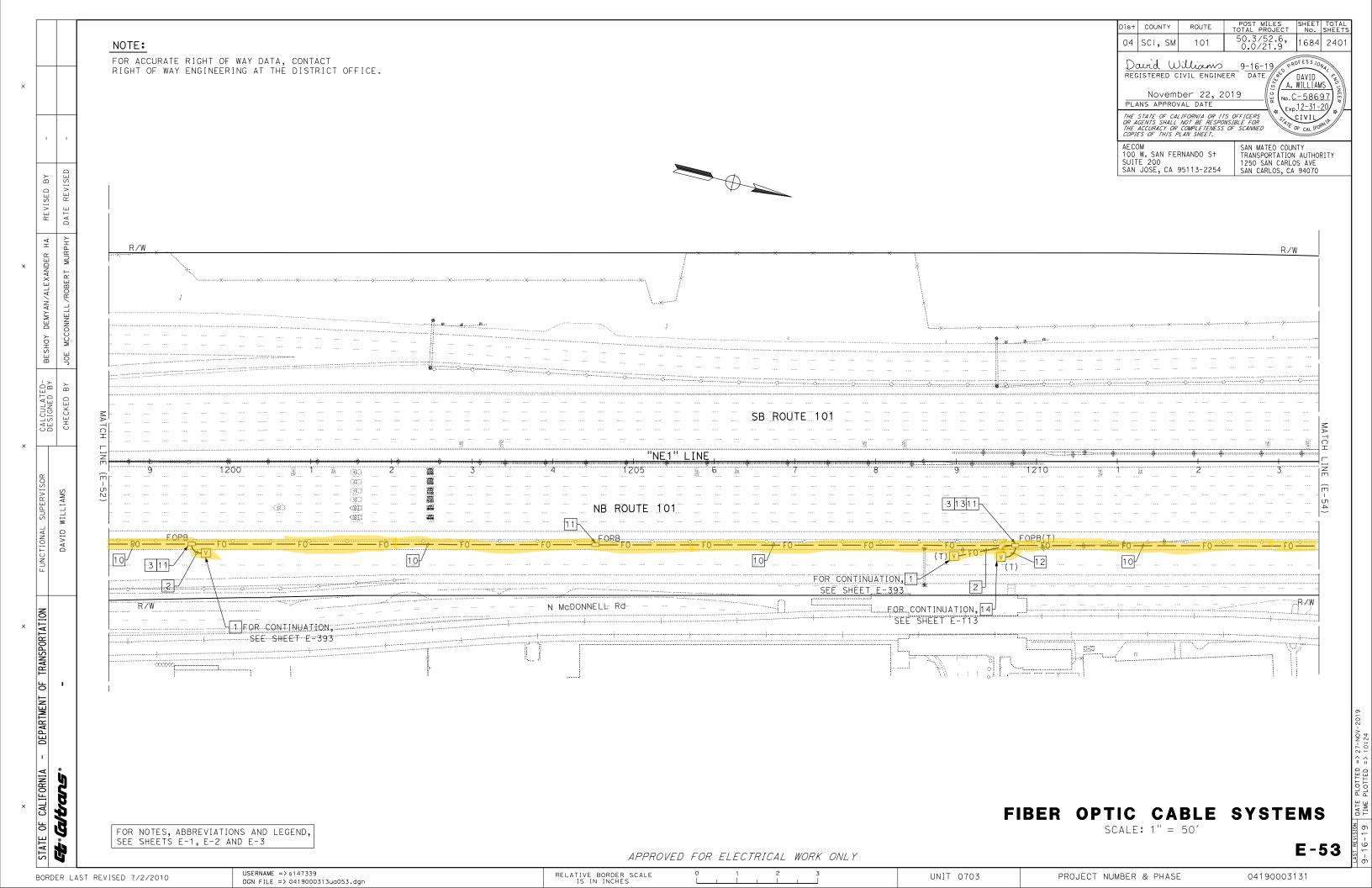


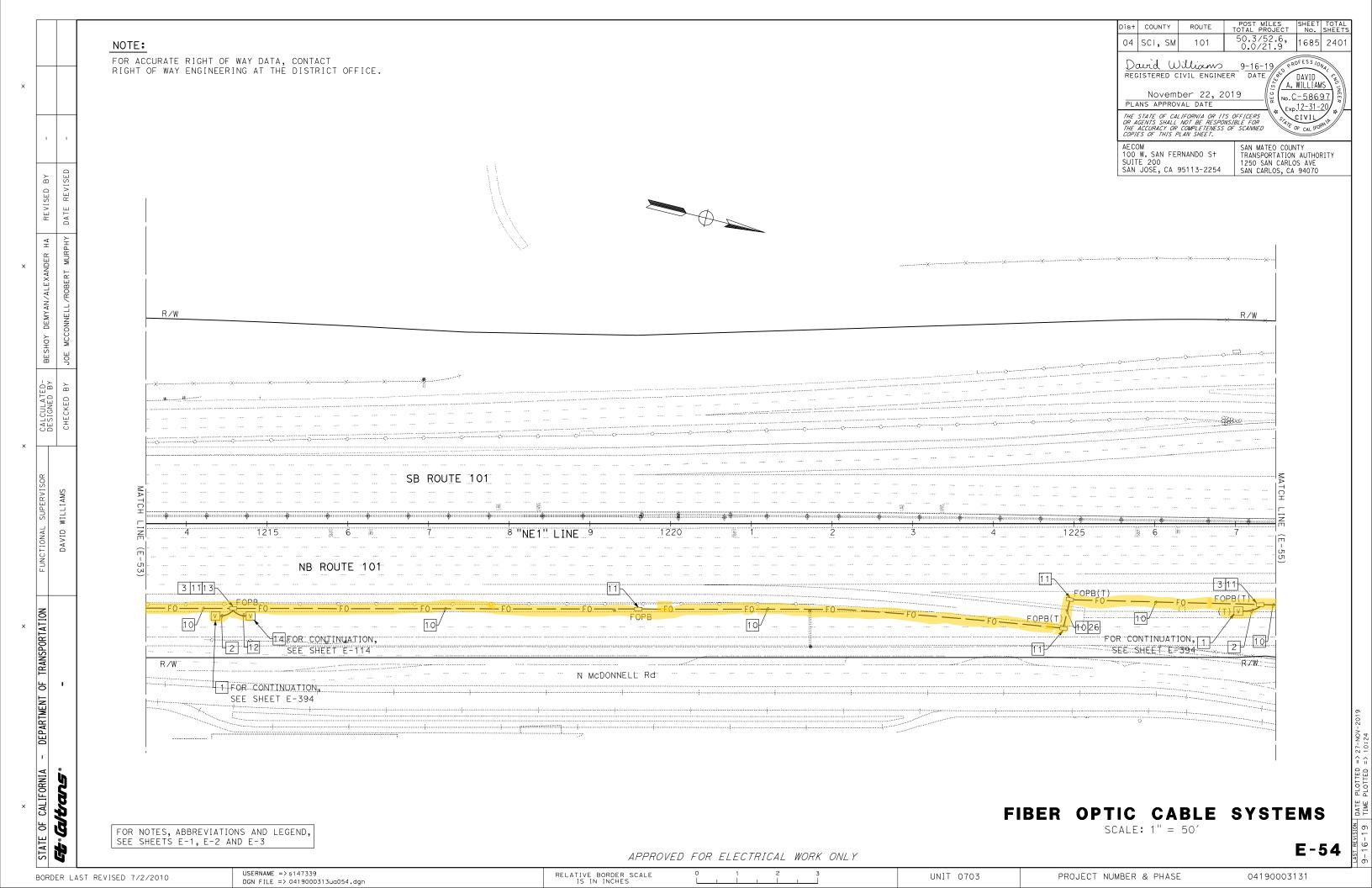


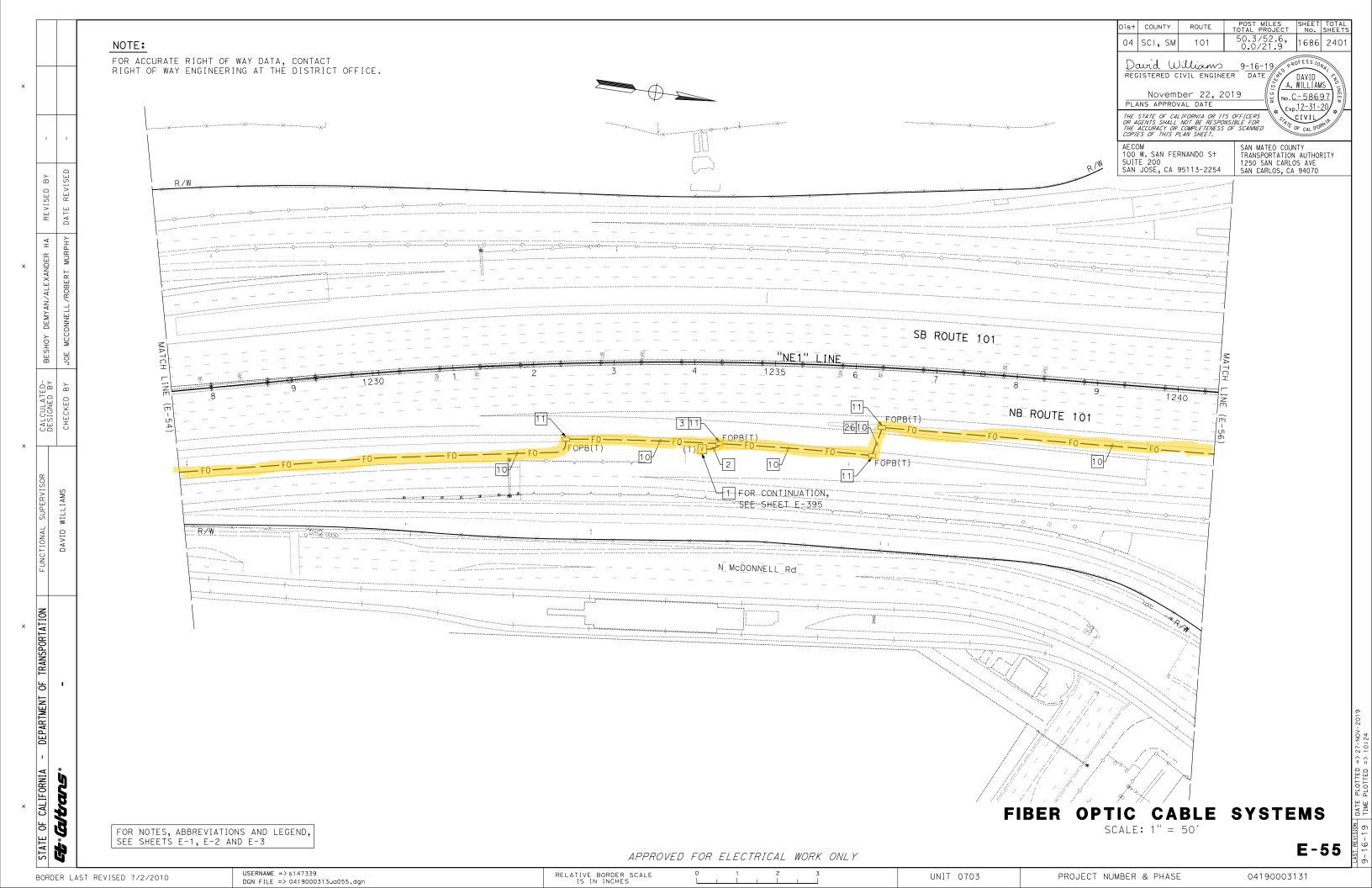


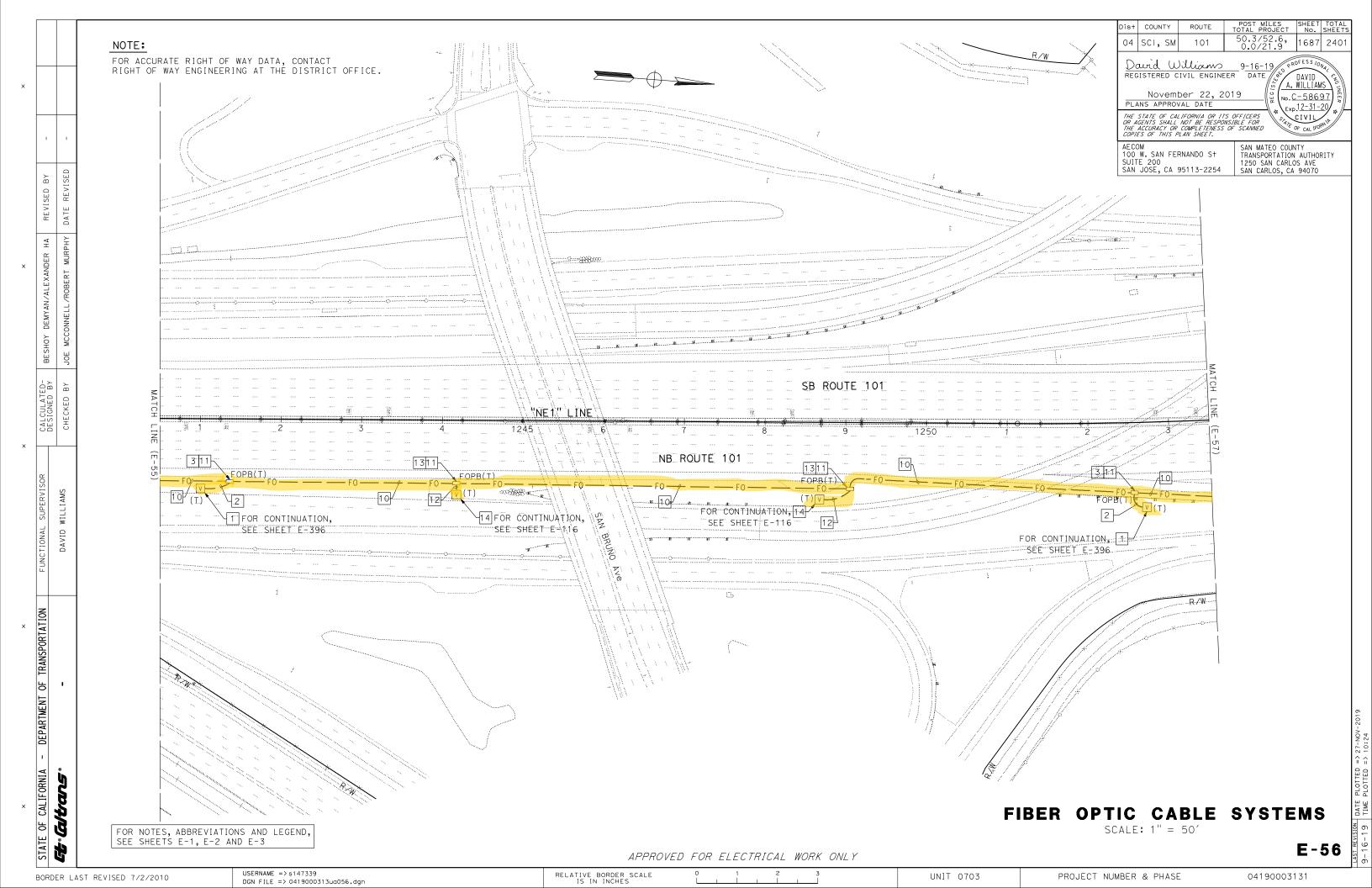


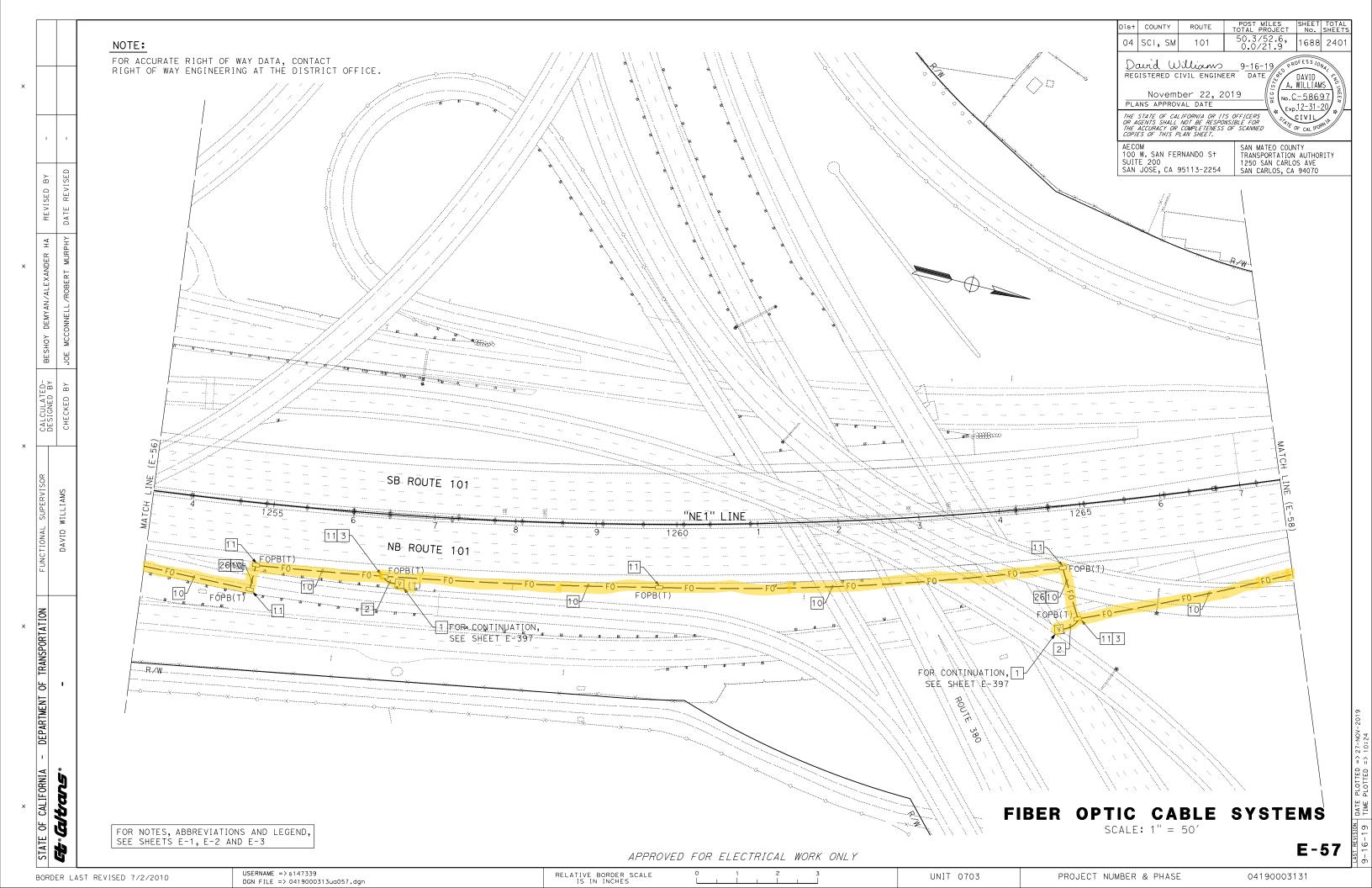


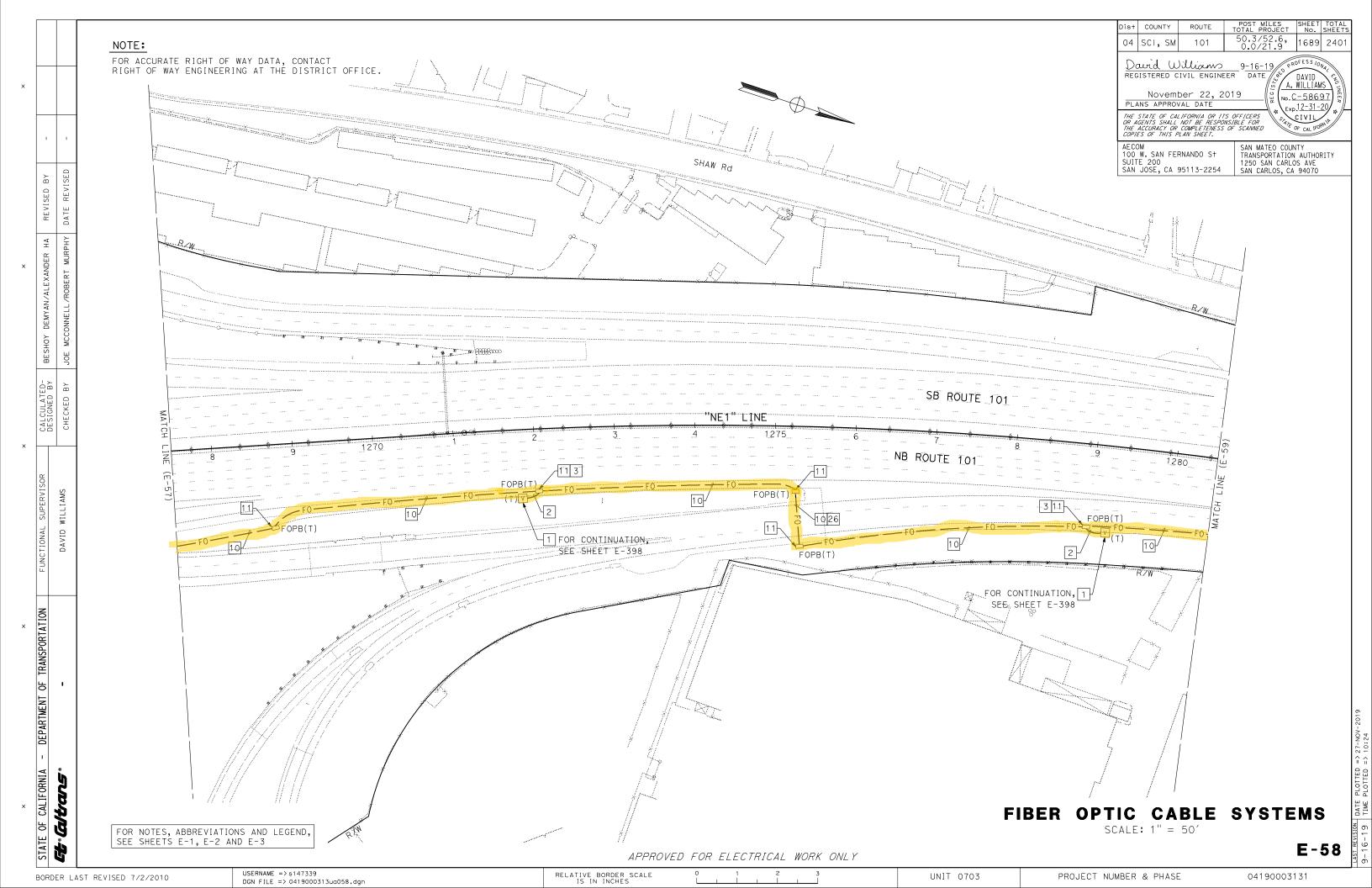


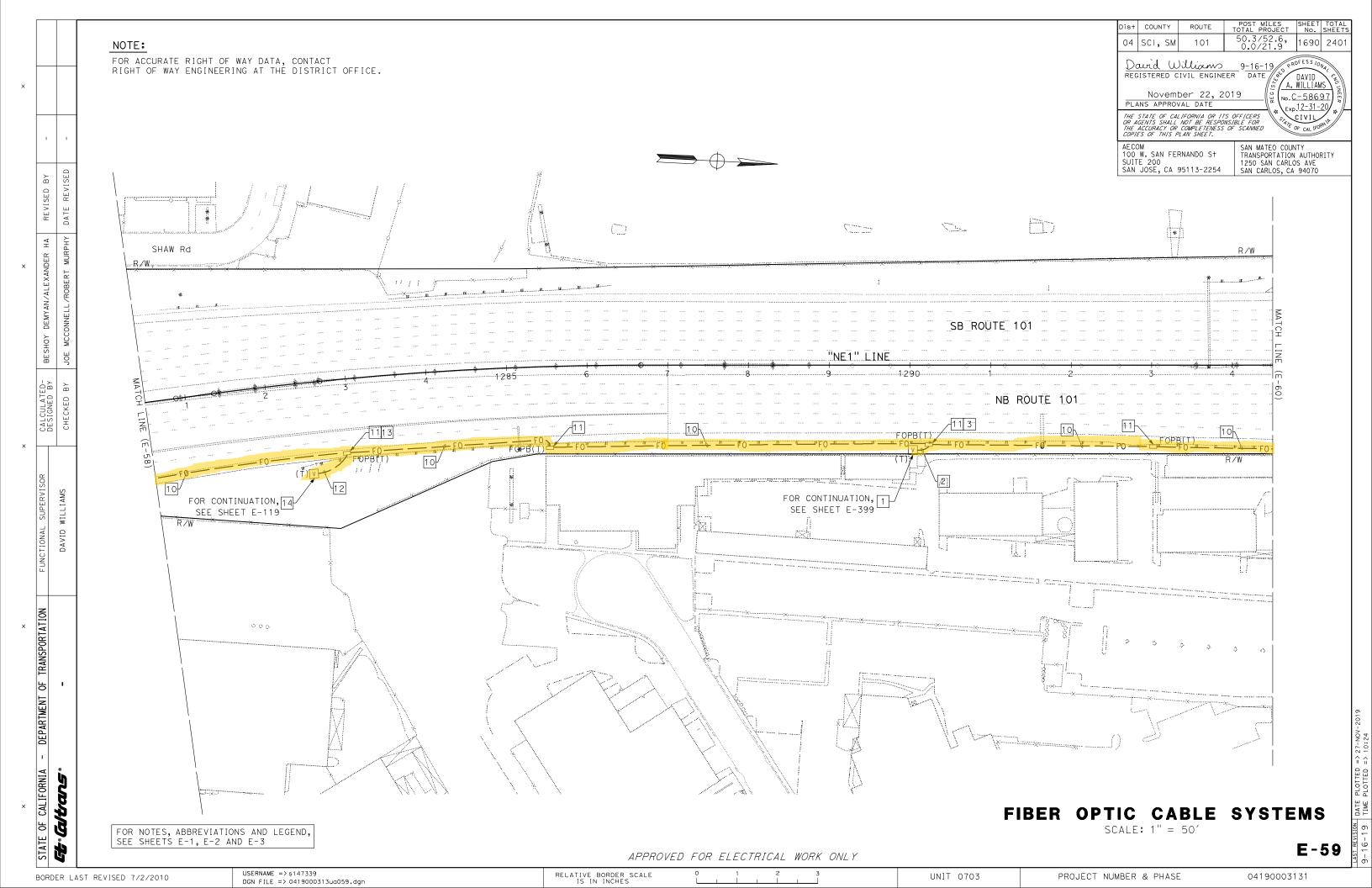


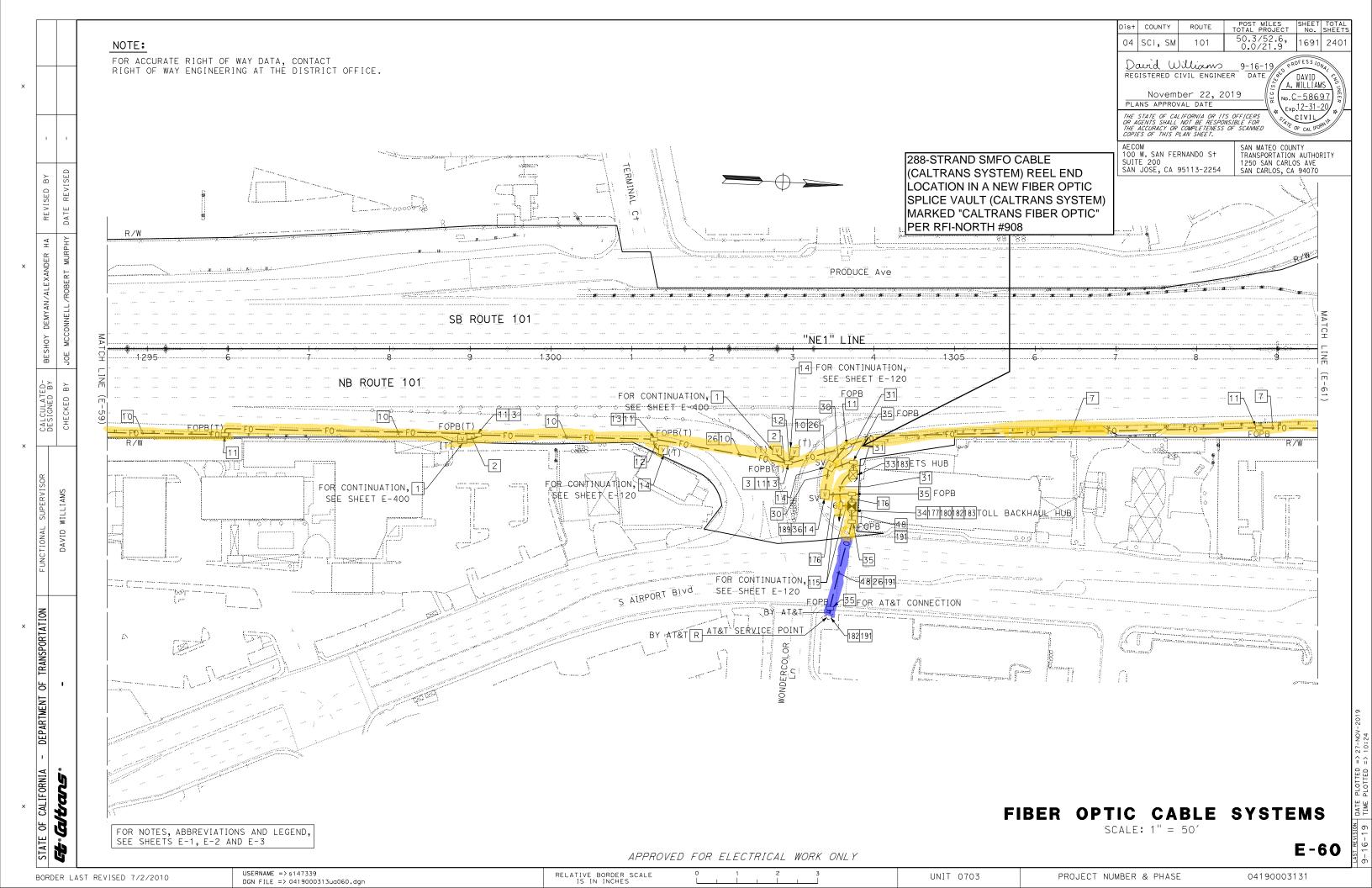


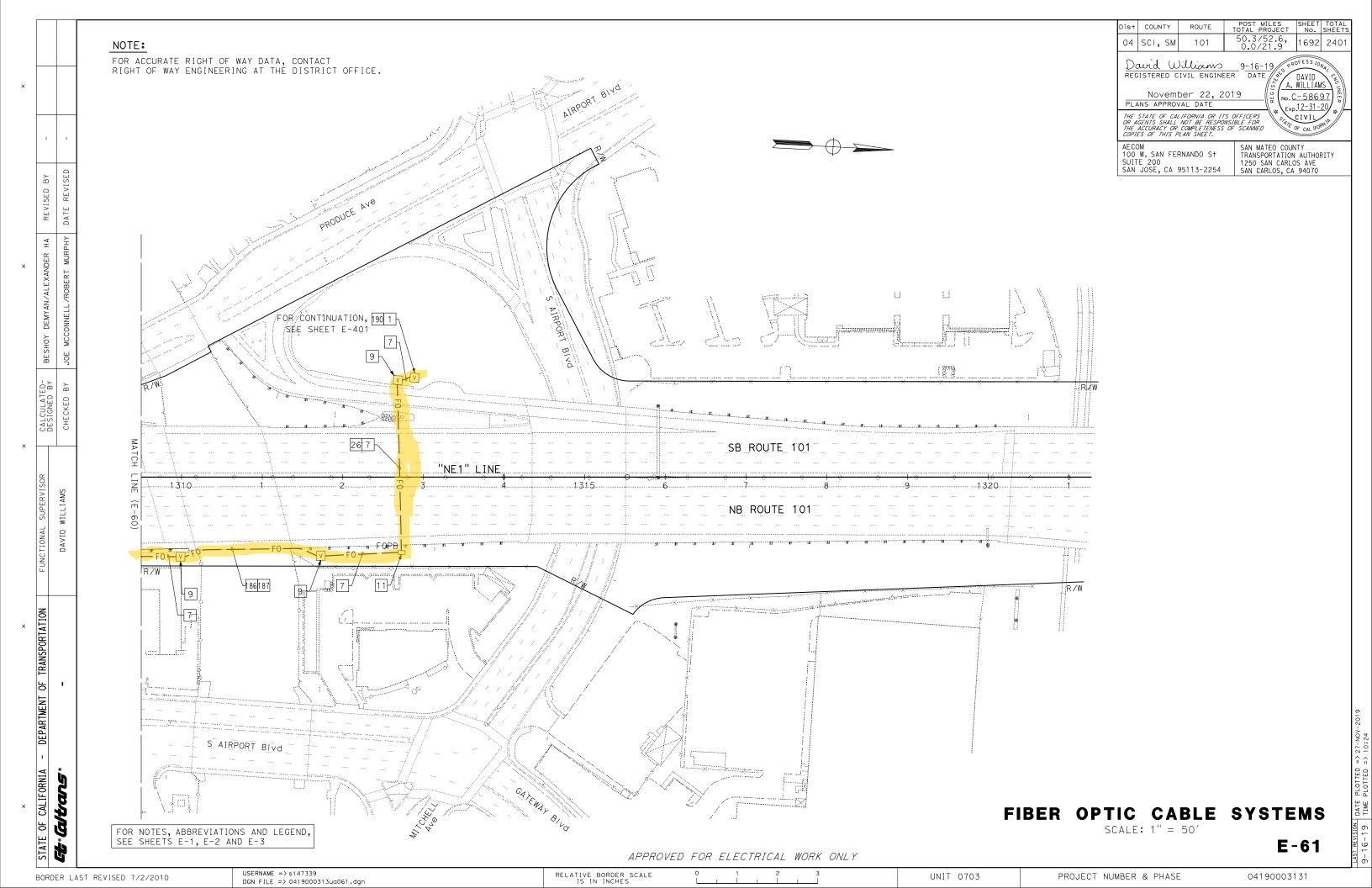












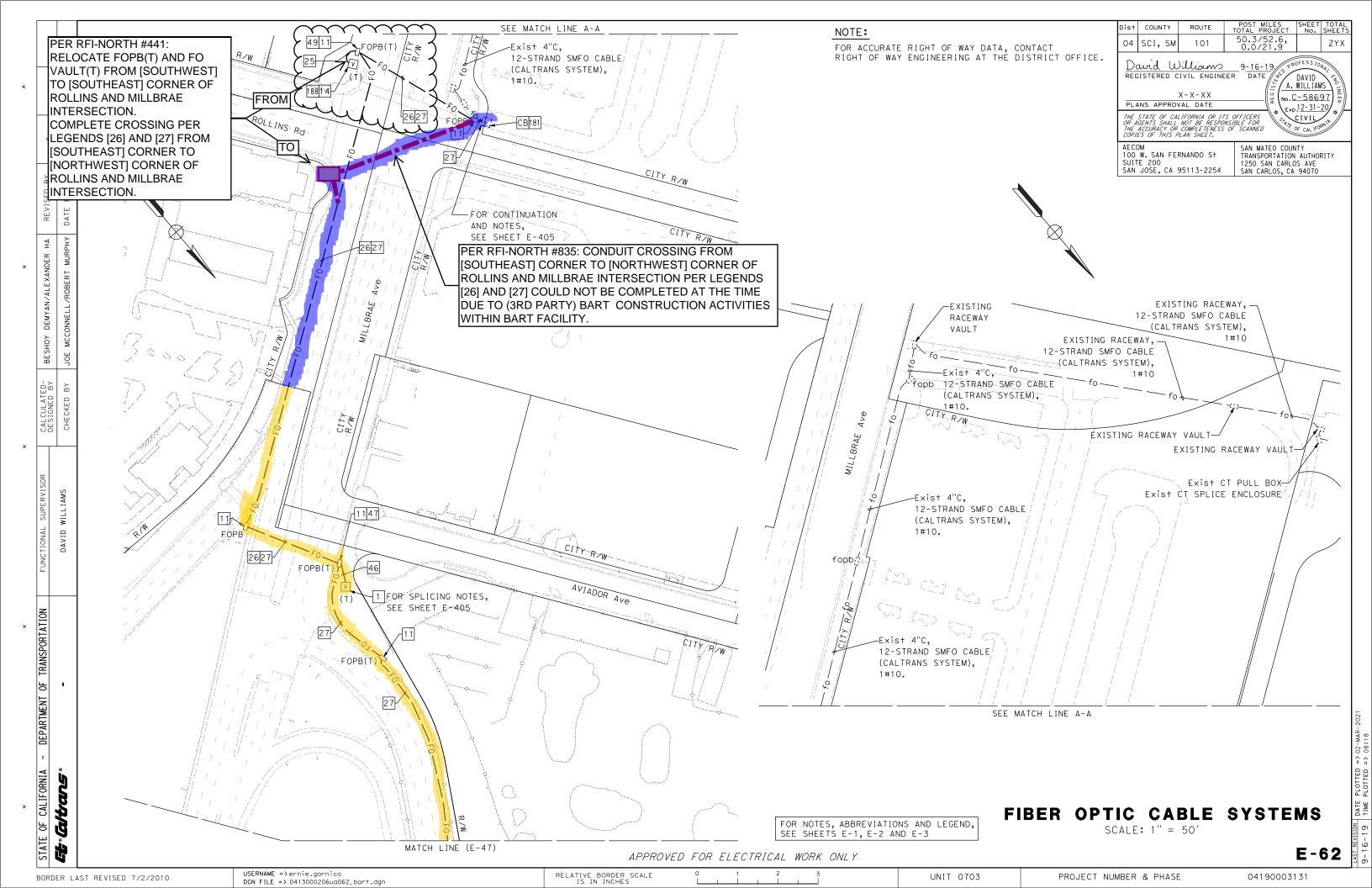


EXHIBIT B - San Mateo 101 Express Lanes Fiber Facility Operations and Maintenance Plan

| Approved by: | | |
|--|------|--|
| | | |
| Sean Charpentier | | |
| SMCEL-JPA Executive Council | Date | |
| | | |
| Carter Mau | | |
| SMCEL-JPA Executive Council | Date | |
| | | |
| Com Normani | | |
| Sean Nozzari CALTRANS District Deputy Director of Operations | Date | |

1 Introduction to Plan

1.1 Operations & Maintenance Agreement for the Operation of Fiber Optic Infrastructure in San Mateo and Santa Clara Counties

The Fiber Optic Infrastructure Operations and Maintenance Agreement in San Mateo and Santa Clara Counties (Backhaul O&M Agreement) between the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) and the California Department of Transportation (CALTRANS) ("PARTIES") calls for this Fiber Facility Operations and Maintenance Plan (OMP) to guide the operational activities within and/or involving the San Mateo (SM) 101 FIBER FACILITY (FIBER FACILITY), as defined in Section 2.3 below, operated by SMCEL-JPA, which includes the SHARED SUB-FACILITY.

1.2 Fiber Facility Operations and Maintenance Plan (OMP)

The OMP defines the roles and responsibilities, sets forth guidelines for fiber optic infrastructure operations, and defines communication channels involved in managing operational activities.

This OMP does not supersede the requirements of the Backhaul O&M Agreement. Changes to the OMP may be implemented by the AUTHORIZED REPRESENTATIVES of the PARTIES mutually executing an amendment or replacing the entire OMP formally. Provided that changes to the OMP do not conflict with any provisions of the Backhaul O&M Agreement, no amendment to the Backhaul O&M Agreement is required when changes to the OMP are implemented. It is intended to define how the fiber optic infrastructure of the FIBER FACILITY can be operated given the varying situations presented by incidents on the freeway. The Backhaul O&M Agreement more specifically defines the various subfacilities within the FIBER FACILITY and describes the responsibilities of CALTRANS and SMCEL-JPA for these sub-facilities.

2 Assumptions and Key Definitions

2.1 Assumptions

This OMP assumes that the current processes in place for the maintenance of fiber optic infrastructure will continue. The SMCEL-JPA will contract with a fiber optic qualified service contractor through BAIFA to service the SMCEL-JPA SUB-FACILITY and SHARED SUB-FACILITY, including field inspection and maintenance. CALTRANS will provide its own inspection and maintenance for the CALTRANS SUB-FACILITY and SHARED SUB-FACILITY.

2.2 Frequently Used Acronyms

Additional definitions for terms in all capital letters can be found in articles below and Appendix A. **BAIFA** – the Bay Area Infrastructure Finance Authority who serves as the SMCEL-JPA's toll system and fiber optic network service provider

ETS – Electronic Toll System

FIBER FACILITY - see Section 2.3.1

HOV – High Occupancy Vehicle

TMS – Transportation Management System

VTMS - Variable Toll Message Sign

2.3 Definitions

2.3.1 FIBER FACILITY

FIBER FACILITY shall mean the concurrently installed and co-located fiber optic network infrastructure consisting of a set of four conduits, splice vaults, and pull boxes jointly owned by Caltrans and SMCEL-JPA in the right-of-way of US 101 in San Mateo and Santa Clara Counties and along Millbrae Avenue to the northwest corner of Rollins Road and Millbrae Avenue, as more specifically defined in the Backhaul O&M Agreement. The FIBER FACILITY consists of the CALTRANS SUB-FACILITY, the SMCEL-JPA SUB-FACILITY, and the SHARED SUB-FACILITY as defined in the Backhaul O&M Agreement.

2.3.2 Other Definitions

Definitions of capitalized terms are provided in the Backhaul O&M Agreement.

3 Intended Audience for OMP

This OMP is written for the staff, consultants, and contractors of CALTRANS and SMCEL-JPA who are actively engaged in managing operational activities on the FIBER FACILITY.

4 Roles and Responsibilities

4.1 Planning Operational Activities

Appropriate procedures for operations and maintenance of the FIBER FACILITY will be developed through coordination and collaboration amongst the COORDINATORS of the PARTIES, the SMCEL-JPA Express Lane Program Managers or designees and the CALTRANS Fiber Optic Program Manager or designees. This OMP is for documenting these agreed upon procedures. The CHP Incident Commander in conjunction with the District Traffic Manager (DTM) or designee will have the final say in all matters regarding freeway operations, including the FIBER FACILITY. The PARTY COORDINATORS will meet and confer on a regularly scheduled basis, initially quarterly.

4.2 SMCEL-JPA

4.2.1 SMCEL-JPA Executive Council, Operations or Designee

SMCEL-JPA is the tolling agency of the SMCEL-JPA SUB-FACILITY within the State's Right of Way consistent with the terms and conditions provided in the Backhaul O&M Agreement and follow-on ENCROACHMENT PERMITS. In the context of SMCEL-JPA SUB-FACILITY, the SMCEL-JPA Executive Council, COORDINATOR or designee is the individual in charge of operations for SMCEL-JPA with all responsibility for the SMCEL-JPA SUB-FACILITY tolling operations and customer service.

Currently, the SMCEL-JPA COORDINATOR or designee is the designee for toll infrastructure maintenance planning, policies and procedures. The SMCEL-JPA Fiber Optic Maintenance PM (provided by BAIFA) is the designee for day-to-day operations in accordance with those plans, policies and procedures.

4.3 CALTRANS

CALTRANS is the owner and operator of the State Highway System. CALTRANS operates and maintains TMS and the CALTRANS SUB-FACILITY.

The CALTRANS Fiber Optic Program Manager is the CALTRANS COORDINATOR and designee (point of contact) for day-to-day operations and general planning of the CALTRANS SUB-FACILITY.

The CALTRANS Field Electrical Maintenance Region Manager and Fiber Optic Maintenance Engineer are the designees (point of contact) for repair or restoration of the CALTRANS SUB-FACILITY.

5 SHARED SUB-FACILITIES Maintenance – Routine and Corrective

The SHARED SUB-FACILITY must be accessed by both SMCEL-JPA and CALTRANS staff.

Once each year prior to the formation to the next fiscal year's budget, a thorough site visit will be conducted jointly by CALTRANS and SMCEL-JPA to observe the condition of the cables and equipment.

Any observed damage or potential concerns will be investigated, and a course of action determined. If corrective maintenance is required to the SHARED SUB-FACILITY, the work will be coordinated between the PARTY COORDINATORS and appropriate CALTRANS staff. Whichever organization takes responsibility to perform the work will track their costs in order to invoice the other agency for their proportion of the costs of the repairs. The ANNUAL BUDGET (as defined in the Backhaul O&M Agreement) will incorporate any necessary funding required for resolution of the most recent annual site visit issues.

6 SMCEL-JPA SUB-FACILITY Maintenance – Routine and Corrective

The SMCEL-JPA SUB-FACILITY shall be monitored regularly for damage and quality of performance.

If lane closures are required to perform planned work, SMCEL-JPA shall request lane closure approvals from the DTM or designees at least ten (10) business days in advance.

Any observed damage or potential concerns will be investigated, and a course of action including the responsible party for the work, shall be determined.

Prior to the performance of any work by SMCEL-JPA, the SMCEL-JPA designated contacts will contact the appropriate CALTRANS Operation and Maintenance staff to make them aware of the work to be performed and its timing.

Operations of the SMCEL-JPA SUB-FACILITY may be interrupted as SMCEL-JPA may deem necessary or advisable for reasons of among other things: construction, repair, maintenance, improvement, modification, security, emergency, and public safety related to the SMCEL-JPA SUB-FACILITY. SMCEL-JPA shall notify CALTRANS at least ten (10) business days in advance of any planned interruption of the SMCEL-JPA SUB-FACILITY.

Prior to any digging, the SMCEL-JPA COORDINATOR will ensure that existing utilities and CALTRANS underground infrastructure are located and marked.

7 CALTRANS SUB-FACILITY Maintenance – Routine and Corrective The CALTRANS SUB-FACILITY shall be maintained by CALTRANS.

Any observed damage or potential concerns identified by CALTRANS as part of its routine maintenance activities will be shared with SMCEL-JPA for further investigation.

Prior to the performance of any work, CALTRANS will contact the appropriate SMCEL-JPA designated contact to make them aware of the work to be performed and its timing.

Operations of the CALTRANS SUB-FACILITY may be interrupted as CALTRANS may deem necessary or advisable for reasons of among other things: construction, repair, maintenance, improvement, modification, security, emergency, and public safety related to the CALTRANS SUB-FACILITY. CALTRANS shall notify SMCEL-JPA at least ten (10) business days in advance of any planned interruption of the CALTRANS SUB-FACILITY.

Prior to any digging, CALTRANS will verify that utilities, FIBER FACILITY and TOLL FACILITY (see San Mateo 101 Express Lanes Toll Facility Operations & Maintenance Agreement for definition) underground infrastructure are located and marked.

8 Future Project Conflicts

8.1 Planning to avoid conflicts

As each agency continues development within the corridor, the FIBER FACILITY must be accounted for and planned around. To make sure this occurs, each agency will furnish its plans for future projects starting in the PID phase, for the other PARTY to review. As conflicts are identified, both PARTIES are expected to meet as needed to address them with the expectation that each PARTY's project managers help facilitate the meetings with the appropriate staff. In general, relocation or modification of the FIBER FACILITY should be avoided by either PARTY. If relocation or modifications cannot be avoided, the order of work should be developed to minimize the duration and severity of the impact to the greatest extent possible. The final design of the project should incorporate specifications and installation methods to maintain the existing optical performance of the fiber optic cable. Any additional relevant information should also be included.

Based on EXHIBIT A in the Backhaul O&M, CALTRANS will notify SMCEL-JPA of any potential conflicts due to ENCROACHMENT PERMIT or maintenance activities and will endeavor to obtain feedback from SMCEL-JPA before ENCROACHMENT PERMITS are issued to third parties. If relocation or modifications cannot be avoided, the staging of work should be developed to minimize the duration and severity of the impact. The final design of the permitted work should incorporate specifications and installation methods to maintain the optical performance of the installed fiber optic cables.

Prior to construction activities by CALTRANS, its designees or third parties under ENCROACHMENT PERMIT with the potential of conflicts or damage to the FIBER FACILITY, CALTRANS shall notify SMCEL-JPA, preferably thirty (30) days in advance. During construction, SMCEL-JPA representatives shall be available to assist CALTRANS field personnel to mark the location of elements of the SMCEL-JPA SUB-FACILITY and TOLL FACILITY.

Prior to construction or maintenance activities by SMCEL-JPA or its designees with the potential of conflicts or damage, SMCEL-JPA shall notify CALTRANS, preferably thirty (30) days in advance. During construction, CALTRANS representatives shall be available to assist SMCEL-JPA field personnel to mark the location of elements of the CALTRANS SUB-FACILITY.

8.2 In the Event of Unanticipated Conflict With or Without Damage

In spite of the best intention to review plans to identify and resolve conflicts between the FIBER FACILITY and future infrastructure, work crews are likely to damage the FIBER FACILITY unintentionally. In the event of unplanned damage to the FIBER FACILITY due to a planned project, each agency agrees to jointly determine the appropriate actions and responsible party that minimizes operational and traffic impacts and in accordance with the provisions to the Backhaul O&M Agreement. If either PARTY detects or identifies damage or destruction of the FIBER FACILITY, the other PARTY should be notified immediately. A coordination meeting should be scheduled by PARTY COORDINATORS or their designees to gather information on the location, cause, and impact of the damage. After assessing the available information and consulting with the CALTRANS Encroachment Permit Office, CALTRANS or its designees may repair the damage or request SMCEL-JPA to repair the damage. Such determination should be made expeditiously with input from both PARTIES to minimize impacts to either PARTY's operation of their respective systems. Consultation with CALTRANS Maintenance and Construction is recommended depending on the likely cause of damage. Each PARTY's COORDINATOR should be available to confirm the repair work is completed satisfactorily and review fiber optic cable performance test results. Reimbursements of repair costs if required shall be made in accordance with the Backhaul O&M Agreement.

8.3 In the Event of Vandalism or Damage by the Public

Vandalism or damage by the public is also likely to occur during the FIBER FACILITY's operation. In these situations, the damage will be reviewed concurrently by each PARTY's COORDINATOR. Based upon the observed conditions and input from additional personnel and the CHP report, if available, the PARTIES will make the determination as to the financial responsibility and CALTRANS or its designees may repair the damage or request SMCEL-JPA to repair the damage. Such determination should be made expeditiously with input from the CALTRANS Encroachment Permit Office to minimize impacts to both PARTIES' operations of their respective systems. Each PARTY's COORDINATOR should be available to confirm the repair work is completed satisfactorily and review fiber optic cable performance test results. Reimbursements of repair costs if required shall be made in accordance with the Backhaul O&M Agreement.

8.4 Temporary Use of Fiber

Regardless of the cause of damage, the PARTIES shall make available their SUB-FACILITY for temporary use by the other PARTY. All infrastructure components of the SUB-FACILITY shall be considered for use to minimize the downtime and risks to operations of the EXPRESS LANES or TMS. Each PARTY's COORDINATOR should be available to negotiate the terms and conditions of the temporary use. At minimum the terms and conditions shall include the estimated duration of the temporary use, each PARTY's installation and maintenance responsibilities, and the location, number of fiber optic strands, existing pull boxes and conduits to be temporarily used. The arrangement shall be documented in writing with concurrence from each PARTY's authorized representative time permitting.

The temporary use should be done in a manner to not have detrimental impact to the long-term performance and lifecycle of the SUB-FACILITY of each PARTY. Efforts should be made to minimize the number of fiber optic splices and relocation of the existing fiber optic cables. Labeling of cables and patch panels is required.

When temporary use is no longer needed, removal of infrastructure required for temporary use shall be considered on a case by case basis and is not required. Determination should be made jointly with the interests of both PARTIES considered.

If added SUB-FACILITY infrastructure remains after the temporary use period is over, the PARTIES should update their respective as-builts and diagrams (i.e., EXHIBIT A) and potentially the EXHIBITS to reflect the added infrastructure.

9 Documentation of FIBER FACILITY

Each PARTY shall maintain an inventory, fiber optic cable test results, and current as-built records of its respective components of the FIBER FACILITY available to the other PARTY upon request.

Upon request, each party is required to provide to the other PARTY its allocation and usage of conduits and fiber optic cable(s) in their respective SUB-FACILITY.

10 OMP Document Review

To make sure that the OMP is up to date, as part of the ANNUAL BUDGET process, the PARTY COORDINATORS and support staff will conduct an annual review of OMP and propose any modifications that seem appropriate and/or necessary. The OMP Appendix A shall be updated immediately when staffing changes occur. Each PARTY's AUTHORIZED REPRESENTATIVE shall approve any updates in accordance with the Backhaul O&M Agreement.

Appendix A – SMCEL-JPA / CALTRANS 2022 Contact List

| Title | Name | Phone: Mobile | Email | |
|--|------------------|-------------------|-------------------------------|--|
| SMCEL-JPA AUTHORIZED REPRESENTATIVES Office | | | | |
| 1a. SMCEL-JPA Executive Council | Sean | M: 415-370-2174 | scharpentier@cityofepa.org | |
| Ta. Siviced 3171 Executive Council | Charpentier | 141. 113 370 2171 | senarpentier@ertyorepa.org | |
| 1b. SMCEL-JPA Executive Council | Carter Mau | M: 650-622-7874 | MauC@samtrans.com | |
| SMCEL-JPA COORDINATORS | | | | |
| 2a & b. Express Lanes Program | Joe Hurley | M: 650-740-5866 | hurleyj@samtrans.com | |
| Managers | | O: 650-508-7942 | | |
| | Van Daminia | M. 650 500 1460 | | |
| | Van Dominic | M: 650-599-1460 | vocampo@smcgov.org | |
| Ocampo SMCEL-JPA Designated Points of Contact | | | | |
| 3a. Fiber Optic Maintenance PM | Mark Dinh | M: 415-336-4706 | mdinh@bayareametro.gov | |
| Su. 1 foet Optic Maintenance 1 W | Wark Dilli | O: 415-778-5264 | mannia ou y ar carnetro. go v | |
| 3b. Fiber Optic Maintenance Manager | Angela Louie | M: 510-517-8308 | alouie@bayareametro.gov | |
| Set Treef optie Manager | I ingela Louie | O: 415-778-5203 | areaneweapareamere.gev | |
| CALTRANS AUTHORIZED REPRESENTATIVES | | | | |
| 4. Deputy Director, Traffic Operations | Sean Nozzari | M: 510-715-9558 | sean.nozzari@dot.ca.gov | |
| | | O: 510-286-6345 | 0 | |
| 5. Deputy Director, Maintenance | Leah Budu | M: 510-508-7623 | Leah.budu@dot.ca.gov | |
| CALTRANS COORDINATOR | | | | |
| 6. Fiber Optic Program Manager | Hector Garcia | M: 510-715-8602 | hector.garcia@dot.ca.gov | |
| CALTRANS Designated Points of Contact | | | | |
| 7. Fiber Optic Maintenance Engineer | Nasrin Gharib | M: 510-579-2637 | nasrin.gharib@dot.ca.gov | |
| 8. Field Electrical Maintenance Region | Arthur Ochoa | M: 510-715-9128 | arthur.ochoa@dot.ca.gov | |
| Manager (Specialty Region) | | | | |
| 9. Field Maintenance Contracts | Earl Sherman III | M: 510-590-4611 | earl.sherman.III@dot.ca.gov | |
| 10. TMC Office Chief / District Traffic | Raoul Maltez | M: 510-714-5474 | raoul.maltez@dot.ca.gov | |
| Manager (DTM) | | | | |
| 11. District Encroachment Permit | Amjad Nasser | M: 510-385-6989 | Amjad.naseer@dot.ca.gov | |
| Engineer | | | | |
| 12. TMC | TMC Operators | O: 510-286-6914 | D4.TMC@dot.ca.gov | |
| 13. District Division Chief, Traffic | David Man | M: 510-314-5335 | David.Man@dot.ca.gov | |
| Operations | | | | |
| 14. Chief Deputy District Director | David Ambuehl | M: 925-250-5593 | david.ambuehl@dot.ca.gov | |
| | | O: 510-286-5893 | | |

EXHIBIT C
Bay Area TMS Backhaul Network Map



[&]quot;BART CFH Facility" is BART's Commercial Fiber Hub Facility located at 418 Clay Street in Oakland, California. "MTC Oakland Hub" is collocated at 418 Clay Street and interconnects the BART FIBER lines going to Embarcadero BART Station, I-680 North Hub, I-680 South Hub and the Fremont BART Station.