



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #12

Approve an Amended and Restated Toll
Collection System Maintenance Services
Contract with Kapsch TrafficCom
USA, Inc.

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: approx. \$30,848,315 over 67 months
Funding Source: General Fund
Action Requested: Consider and act on draft resolution

Summary:

Background: In 2007 the CTRMA entered into a contract for maintenance services for Toll Collection System maintenance with Kapsch TrafficCom USA (formerly Caseta Technologies, Inc. / Telvent / Schneider Electric). The scope of services was based on an anticipated implementation schedule for the various segments of the System through the initial term of the contract. The contract has been subsequently amended to add additional toll facilities as they've come online.

Current Action: The *Restated Maintenance Agreement* provides for enhanced toll system maintenance services for the roadside lane equipment, project host system, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom USA for all CTRMA toll facilities including 45 SW, 183 South and 290 Phase III projects. Those services include monitoring, maintenance, repair and support of all equipment systems including traffic control devices, CCTV cameras, dynamic message signs, host systems and subsystems supporting image review. Operation support of the Authority's Traffic & Incident Management (TIM) Center is also covered by this agreement.

The following outlines the key changes in the *Restatement Maintenance Agreement* related to staffing, pricing and performance metrics.

Staffing

To provide the Authority with the level of service necessary for its increased number lanes and facilities, additional technical resources were added to the *Restated Maintenance Agreement*. Below is a comparison of the current and proposed staffing levels.

Current toll system maintenance monthly support for 183A, 290, SH 71, and MoPac Express Lane		Monthly toll system maintenance support with the addition of 45 SW, 183 S Phases 1 & II and 290E Phase III	
Software Engineers	1.25 FTEs	Software Engineers	4 FTEs
Systems Administration	0.75 FTEs	Systems Administration	2 FTEs
Business Analyst	0	Business Analyst	1 FTE
Maintenance Technicians	5 FTEs	Maintenance Technicians	7 FTEs
TOTAL FTEs	6 FTEs	TOTAL FTEs	14 FTEs

The *Restated Agreement* also adjusts the TIM Center operations support pricing to facilitate adding staff as CTRMA expands. The new pricing is outlined below.

TIM Center Operations Support	Monthly Cost	Annual Cost
Maintenance pricing with updated CPI rate increases for four (4) support personnel @ \$8,705.87 per unit	\$ 34,823.48	\$417,881.76

Pricing

The toll system maintenance costs for the existing 183A Toll, 290 Toll, 71 Express and MoPac Express Lane roadways currently total \$146,258 monthly or \$1,755,098 annually. The following outlines the increased toll system maintenance costs as new roadways are added.

Maintenance pricing for existing roadways (183A, 290E, 71 and MoPac Express Lane)	Monthly Cost	Annual Cost
With updated CPI rate increases	\$220,371.02	\$2,644,452.20
With the addition of 45SW and 183S Phase I	\$319,627.12	\$3,835,525.50
With the addition of 45SW, 183S Phase I and 290E Phase III	\$363,113.67	\$4,357,364.07
With the addition of 45SW, 183S Phase I, 290E Phase III and 183S Phase II	\$422,364.06	\$5,068,368.73

Key Performance Indicators

Key performance indicators (KPIs) have been added to the *Restated Maintenance Agreement*. The primary purpose of these metrics is to ensure consistent performance of the maintenance operation and protect the Authority in the event of lost revenue. The metrics can be categorized into two categories – assuring system performance and revenue assurance.

- *Assuring system performance.* These KPIs cover major components of transaction formation - vehicle detection, identification, and classification – in addition to transaction processing, reporting accuracy, system availability and repair response time. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including penalties for missed targets.
- *Revenue assurance.* Damage provisions have been bolstered to protect the Authority in the case of incidents with an impact of over \$5,000 in lost revenue. In these instances, Kapsch will compensate the Authority for actual or approximate damages when the information necessary to calculate actual damages is unattainable. Allowances have also been made to recover any indirect damages assessed by the Authority's third-party vendors. Director damages are addressed in Section 7 of the *Agreement*.

The new KPIs will be monitored monthly by the Operations staff and its consulting team. Penalties will be assessed in instances where the KPI goal isn't met and deducted from the monthly maintenance invoice or paid directly to the Authority per the restated agreement.

Additional Changes

In addition to the changes noted above, the *Restated Maintenance Agreement* caps Kapsch's liability to the total value of the contract, approximately \$30.8M. Section 7 of the Agreement has been renamed to Performance Guaranty and updated to address the issue of direct damages to third-party contractors. Section 17, the section dealing with indemnification has been revised to reflect CTRMA's current standards. Finally, the contractual insurance requirements have been modernized in Section 18 to increase the minimum limits and add cybersecurity coverage requirements.

Previous Actions: The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system. Kapsch TrafficCom USA, Inc.) is the successor in interest to the contract with Caseta Technologies, Inc. Kapsch TrafficCom USA now serves as the Mobility Authority's toll system integrator. In this role, Kapsch is tasked with installing and maintaining the Authority's toll system equipment hardware, software and intelligent traffic systems (ITS). Kapsch also provides license plate image

review and transcription services necessary to facilitate the billing of the Authority's Pay By Mail toll transactions.

In July 2019 the CTRMA Board approved Amendment No. 4 to the Kapsch maintenance contract. This amendment provided for up to 60 days of maintenance services for the recently opened 45 SW toll facility as a stopgap measure until the more comprehensive restated agreement was executed.

Action Requested/Staff Recommendation: Staff recommends approval of the Restated Maintenance Agreement with Kapsch TrafficCom, USA.

Financing: General Fund

Backup Provided: Draft Amended and Restated Maintenance Services Contract
Draft Resolution

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-0XX

**APPROVE AN AMENDED AND RESTATED MAINTENANCE SERVICES
CONTRACT WITH KAPSCH TRAFFICCOM USA, INC.**

WHEREAS, by Resolution 08-09, dated January 30, 2008, the Board authorized the execution of a Maintenance Services Contract with Caseta Technologies, Inc. ("Caseta"), with an effective of March 3, 2007 (the "Contract"), and;

WHEREAS, in 2007, Caseta Technologies, Inc., was acquired by Telvent USA Corporation ("Telvent"), and all rights and obligations of Caseta Technologies, Inc. under the Contract became the rights and obligations of Telvent; and

WHEREAS, by Resolution No. 11-038, dated April 27, 2011, the Board approved Contract Amendment No. 1 to extend the term of the Contract, and to expand the scope of services and increase the contract price to include work required in connection with the Manor Expressway (290E Toll) Project; and

WHEREAS, by Resolution No. 10-10, dated February 26, 2010, the Board approved Contract Amendment No. 2, which became effective May 11, 2011, to include the provision of services to other regional mobility authorities; and

WHEREAS, in 2011, Telvent USA Corporation was acquired by Schneider Electric Mobility NA Inc. ("Schneider") and all rights and obligations of Telvent USA Corporation under the Contract became the rights and obligations of Schneider; and

WHEREAS, by Resolution No. 16-023, dated May 3, 2016, the Board approved Contract Amendment No. 3 to increase the contract price and to expand the scope of services to include work required in connection with the MoPac Improvement Project; and

WHEREAS, in 2016, Schneider Electric Mobility NA Inc. was acquired by Kapsch TrafficComm USA, Inc. ("Kapsch") and all rights and obligations of Schneider under the Contract are the rights and obligations of Kapsch; and

WHEREAS, by Resolution No. 19-036, dated July 24, 2019, the Board approved Contract Amendment No. 4 to increase the contract price and expand the scope of services to provide short term maintenance and support services for the 45 SW Toll Project first came into operation; and

WHEREAS, the Mobility Authority requires long term maintenance support and services for the SH 45SW Toll Project and additional services for the 183 South Phase I Project that will become operational in the near future; and

WHEREAS, the Executive Director also recommends adjustments to the current pricing for existing Mobility Authority toll facilities, additional staffing, the implementation of new performance requirements for all Mobility Authority toll facilities, raising the cap on the contractor's limitation of liability, the addition of a performance guaranty, updating certain contract provisions to reflect current Mobility Authority standard terms and conditions, and resetting the term of the contract to expire on the fifth anniversary of the 183 South toll system acceptance date; and

WHEREAS, the Executive Director and Kapsch TrafficComm USA, Inc. have negotiated a proposed Amended and Restated Maintenance Services Contract in the form attached as Exhibit A hereto to add monthly maintenance services for the SH 45SW and 183 South Phase I Projects and make other revisions recommended by the Executive Director as generally described above; and

WHEREAS, the proposed Amended and Restated Maintenance Services Contract incorporates Contract Amendment No. 2 and supersedes and replaces Contract Amendment Nos. 1, 3 and 4; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc. in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc. on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**FIRST AMENDED AND RESTATED
MAINTENANCE SERVICES CONTRACT FOR
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEM**

THIS FIRST AMENDED AND RESTATED MAINTENANCE SERVICES CONTRACT (the "Maintenance Contract") is made to be effective as of the 1st day of December 2019, (the "Effective Date") by and between the Central Texas Regional Mobility Authority ("the Authority" or "CTRMA"), a political subdivision of the State of Texas, and Kapsch TrafficComm USA, Inc. ("Contractor") with offices located at 8201 Greensboro Drive, Suite 1002, McLean, Virginia 22102002, McLean, VA 22102.

WHEREAS, the CTRMA issued a Request for Proposal (the "RFP") dated December 20, 2004, as supplemented by Clarification Notices Nos. 1, 2 and 3 and Addendum Nos. 1 and 2, which contains requirements for the design, procurement and implementation of a Toll Collection System on the CTRMA Turnpike System (the "Turnpike System"); and

WHEREAS, the Caseta Technologies, Inc. ("Caseta") carefully reviewed available designs and documentation on the Turnpike System related to the implementation of the Toll Collection System and submitted its Proposal dated March 1, 2005, (the "Proposal") in response to the RFP; and

WHEREAS, the CTRMA determined that the Proposal best satisfies the objectives set forth in the RFP and best serves the CTRMA's interests; and

WHEREAS, the CTRMA and Caseta entered into a Contract For Toll System Implementation dated as of April 28, 2005 (the "Implementation Contract"); and

WHEREAS, the CTRMA requires maintenance services for the proposed Toll Collection System on the CTRMA Turnpike System (as defined in Attachment D hereto); and

WHEREAS, by Resolution 08-09, dated January 30, 2008, the Authority's Board of Directors ("Board") authorized a Maintenance Services Contract with Caseta, which was executed and became effective on March 7, 2008, and;

WHEREAS, in 2007, Caseta was acquired by Telvent USA Corporation ("Telvent"), and all the rights and obligations of Caseta Technologies, Inc. under the Maintenance Services Contract became the rights and obligations of Telvent; and

WHEREAS, in 2011, Telvent was acquired by Schneider Electric Mobility NA Inc. (“Schneider”) and all rights and obligations of Telvent under the Maintenance Services Contract became the rights and obligations of Schneider; and

WHEREAS, in 2016, Schneider was acquired by Kapsch TrafficComm USA, Inc. (“Kapsch”) and all rights and obligations of Schneider under the Maintenance Services Contract became the rights and obligations of Kapsch; and

WHEREAS, there have been four previous amendments to the Maintenance Services Contract to provide for services to other regional mobility authorities and to include pricing for new facilities being added to the CTRMA Turnpike System (Amendment Nos. 1, 2, 3 and 4”); and

WHEREAS, the Authority and Kapsch wish to further amend and restate the Maintenance Services Contract as provided herein: and

WHEREAS, this First Amended and Restated Maintenance Services Contract supersedes and replaces Amendment Nos. 1, 3 and 4, which are now null and void; and

WHEREAS, Amendment No. 2 is attached to this First Amended and Restated Maintenance Services Contract as Exhibit A, and incorporated herein for all purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CTRMA and the Contractor hereby agree as follows:

1. TERM OF THE CONTRACT. The term of the Maintenance Contract shall commence on the Effective Date set forth above and expire on the fifth anniversary of the 183 South System Acceptance Date unless sooner terminated as provided herein.
2. SCOPE OF WORK. The Contractor shall provide the Maintenance Services for the Toll Collection System of the CTRMA Turnpike System as set forth in Attachment M-1.
3. CONTRACT DOCUMENTS. This Maintenance Contract includes the Maintenance Price Schedule 1.5, Attachments D and M-1, the Proposal, and all amendments added hereto as Exhibits, all of which are incorporated herein by reference and are made a part hereof (together such documents are referred to herein as the “Maintenance Contract Documents”).
4. PRIORITY. In the event of a conflict, the order of prevailing precedence (a-highest order to c-lowest order of precedence) shall be as follows:
 - (a) Any new amendments to the Maintenance Contract Documents entered into after the Effective Date, which amendments are attached as Exhibits to the Maintenance Contract.
 - (b) The Maintenance Contract Documents other than the Proposal.

- (c) The Contractor's Proposal, to the extent it meets or exceeds the requirements of the Maintenance Contract Documents. In other words, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the Maintenance Contract Documents or otherwise contains offers, statements or terms more advantageous to the CTRMA, Contractor's obligations under the Maintenance Contract Documents shall include compliance with all such statements, offers and terms contained in the Proposal.

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between Attachments D and M-1), the CTRMA shall have the right, in its sole discretion, to determine which provision applies.

- 5. FEES AND CHARGES. The CTRMA shall pay a fixed monthly fee (the "Monthly Fee") for the Maintenance Services to be performed as set forth in the Maintenance Price Schedule attached hereto, to be adjusted per the CPI adjustment. The Monthly Fee will be adjusted on every first of May by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area.
- 6. PAYMENT TERMS. The Contractor will invoice the CTRMA monthly for the Monthly Fee (in advance), and for spare parts purchased in accordance with Section M4.0 (and not paid for in advance by the CTRMA) and Reimbursable Expenses incurred during the previous month. For purposes of this Maintenance Contract, "Reimbursable Expenses" shall mean the time and materials charges incurred by the Contractor and the cost of spares and consumables (excluding items costing less than \$20) purchased by the Contractor at the request of the CTRMA and not paid for directly by the CTRMA. Payment will be made by the CTRMA within forty-five (45) days of the date the monthly invoice is received by CTRMA.

Interest on undisputed invoices unpaid after forty-five (45) days will be assessed at the sum of (a) one percent (1.0%) and (b) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event the CTRMA, in good faith, disputes any invoiced amount, the CTRMA shall have the right to withhold or deduct payment of such disputed amount without incurring the interest, provided that the CTRMA has provided the Contractor with written notice of the amount in dispute and the reason therefore. No greater than thirty (30) days after Contractor's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute.

In the event the performance of the Maintenance Service is not in conformance with the requirements specified in the attachments, the Monthly Fee due for the subsequent month

in which the event occurred will be withheld without incurring any interest charges until such time as the Contractor corrects or otherwise rectifies the non-conformance. The CTRMA reserves the right to withhold all or a portion of such monthly payment, depending on the severity of the problem. The CTRMA shall give notice and a full description of the problem to the Contractor prior to withholding the payment.

In the event the Contractor fails to meet or exceed the applicable key performance indicators set forth in *Attachment M-1*, the CTRMA shall have the right to reduce the Monthly Fee by the amounts set forth in Section M12.0 following the determination of such performance failure, it being acknowledged and agreed by the parties that damages for such failure will be difficult to determine and that such amount is in the nature of liquidated damages and has been agreed to by the parties as a reasonable estimate thereof.

The Contractor will be notified in writing of deficient performance and shall take corrective actions, as described in the maintainability program, within one week. Performance not meeting the specified criteria for a period of three (3) months over the term of this Maintenance Contract shall be deemed to be a Contractor Default Event, provided that performance by the Contractor for the three (3) months immediately following the date of Provisional Acceptance of the specified segment shall not be included in making this calculation.

The CTRMA shall have the right, without being in breach of any of its obligations hereunder to set off any amounts payable by the Contractor to the CTRMA, whether under this Maintenance Contract or the Toll System Implementation Contract against amounts payable by the CTRMA to the Contractor. In the event that the withheld amount exceeds 30% of the Monthly Fee for any particular roadway other than SH 71, CTRMA may, in its sole discretion, require the Contractor to make payment directly to CTRMA in the form of a check. CTRMA may require any amounts due related to SH 71 to be paid directly to CTRMA by check whether or not the amount due exceeds 30% of the Monthly Fee for that roadway.

Checks made payable to CTRMA shall be due 45 days from the date of the invoice. Interest on amounts due after forty-five (45) days will be assessed at the sum of (a) one percent (1.0%) and (b) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The issuance of an invoice or request for payment in the form of a check does not in any way limit or otherwise restrict CTRMA's right to set off amounts payable by the Contractor to the CTRMA, whether under this Maintenance Contract or the Toll System Implementation Contract against amounts payable by the CTRMA to the Contractor.

7. PERFORMANCE GUARANTY: Notwithstanding any other provision in this Contract and whether or not the performance of the Maintenance Service is in conformance with the requirements specified in the attachments, if the CTRMA incurs a loss of revenue due to any action or inaction of the Contractor, then the Contractor shall be obligated to make

payment to CTRMA of all lost revenue and other direct damages associated with the loss, including payments made to CTRMA's third party vendors. In the event that CTRMA is unable to determine the amount of lost revenue because data is lost or otherwise unavailable, then the parties agree that lost revenue shall be based on historical figures (e.g., traffic, payments) maintained by CTRMA. CTRMA may offset lost revenue and associated damages by reducing the amount of the subsequent Monthly Fee for each impacted toll facility.

8. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- a) Contractor warrants that the services performed under the Maintenance Contract shall be performed with that degree of timeliness, skill and judgment normally exercised by recognized professional firms performing services of a similar nature. Time is of the essence in the performance of the obligations under this Contract. The Contractor hereby commits, and CTRMA is relying upon Contractor's commitment, to at all times promptly perform the maintenance services and, where specifically enumerated, comply with all deadlines specified herein. For any breach by the Contractor of this warranty for which the CTRMA gives notice to the Contractor within ninety (90) days of delivery of the non-compliant service(s), the Contractor shall promptly perform or re-perform any services that are not in compliance with this warranty such that all work or re-work is completed within thirty (30) days of CTRMA's notice or such other time period as may be agreed between the Parties. Work related to change orders are covered under section 8.a of this agreement unless stated otherwise in the change order.
- b) If the Contractor's breach of the warranty provided in Paragraph 8.a) herein causes damage to equipment, software and/or any other part or portion of the CTRMA's system maintained under the Maintenance Contract the Contractor shall be liable for either repair or replacement of the equipment, software and/or other part or portion of the CTRMA's system maintained under this Maintenance Contract damaged by such breach.
- c) If the Contractor's breach of the warranty provided in Paragraph 8.a) herein proximately causes damage to equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract, the Contractor shall be liable for the reasonable costs and expenses incurred by the CTRMA to either repair or replace the equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract that is damaged by such breach.
- d) If the Contractor's performance of the Maintenance Services is in accordance with the warranty provided in Paragraph 8.a) herein, and such performance of the Maintenance Services proximately causes damage to equipment, software and/or any other part or portion of the CTRMA's Toll Collection System maintained under the Maintenance Contract, the Contractor shall be liable for either repair or replacement of the equipment, software or any other part or portion of the CTRMA'S system maintained under the Maintenance Contract damaged by the performance of the Maintenance Services.

- e) If the Contractor's performance of the Maintenance Services is in accordance with the warranty provided in Paragraph 8.a) herein, and such performance of the Maintenance Services proximately causes damage to equipment, software and/or any other part or portion of the CTRMA's Toll Collection System not maintained under the Maintenance Contract and such damage was reasonably foreseeable by the Contractor, the Contractor shall be liable for the reasonable costs and expenses incurred by the CTRMA to repair or replace the equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract damaged by the performance of the Maintenance Services.
- f) If the breach of the warranty provided in Section Paragraph 8.a) herein causes bodily injury, death or damage to property owned by third parties, the Contractor shall be liable and responsible for all Claims (as defined in Section 17 below) related to such injuries, deaths and/or damage and the Contractor shall indemnify and hold harmless the CTRMA from and against such Claims.
- g) If the performance of the Maintenance Services in accordance with the warranty provided in Paragraph 8.a) herein is the proximate cause of bodily injury, death or damage to property owned by third parties and such injury, death or damage was reasonably foreseeable by the Contractor, the Contractor shall be liable and responsible for all Claims related to such injuries, deaths and/or damage (excluding the CTRMA'S economic damages, which include, but are not limited to, lost profits and lost business opportunity) and the Contractor shall indemnify and hold harmless the CTRMA from and against such Claims.
- h) In the event the Contractor fails within five (5) days to commence and thirty (30) days to perform, repair, replace, reprogram, or re-perform its obligations as provided in Section 8.a), Section 8.b) and/or Section 8.d) above with respect to any portion of the CTRMA's property that is subject to maintenance under the Maintenance Contract, or fails to remedy and repair any and all damage as required by Section 8.a), Section 8.b), and/or Section 8.d) above with respect to the same, the CTRMA shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and the Contractor shall promptly reimburse the CTRMA for all costs and expenses incurred by the CTRMA in connection with such other person or entity performing such services, repair and/or remedial work. If the CTRMA is not promptly reimbursed, the CTRMA shall have the right to setoff any such amounts against any payments due from the CTRMA to the Contractor or any of its affiliates.
- i) If the performance of the work by or on behalf of the Contractor under the Maintenance Contract causes damage to any of the CTRMA's property that is not subject to maintenance by the Contractor under this Contract, the CTRMA shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and the Contractor shall promptly reimburse the CTRMA for all costs and expenses incurred by the CTRMA in connection with such other person or entity performing such repair and/or remedial work. If the CTRMA is not promptly reimbursed, the CTRMA shall have the right to setoff any

such amounts against any payments due from the CTRMA to the Contractor or any of its affiliates.

- j) The warranties provided for in the Maintenance Contract do not apply (i) if the equipment is subject to material damage or misuse due to fault or negligence of the CTRMA or third parties that substantially impairs its integrity; (ii) to Force Majeure events; (iii) to damage caused by power sources or by peripheral equipment not supplied by Contractor; or (iv) to the extent maintenance, modifications or repairs are provided with respect to the Maintenance Services by the CTRMA or third parties without Contractor's approval and such services cause damage or cause Contractor to be unable to perform the services hereunder or to be able to perform the services only at additional costs to Contractor which are not reimbursed by the CTRMA. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control and without the fault or negligence of the party claiming force majeure, which, despite all reasonable efforts of the party claiming force majeure to prevent, causes impossibility of performance or a material delay or disruption in the performance by such party of any obligation imposed hereunder. Force Majeure shall include, without limitation, acts of God, natural disasters, fires, explosions, epidemics, earthquakes, lightning, floods, storms, civil disturbances, riots, war, sabotage, strikes, lockouts or other labor disputes, the action of a court or action or failure to act on the part of any governmental body having or asserting jurisdiction that is binding upon the parties and has been opposed by all reasonable lawful means. Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

9. LIMITATION OF LIABILITY.

- a) The Contractor's total liability to the CTRMA and all liabilities arising out of or related to this Maintenance Contract and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed \$30,848,314.96 as is the total value of the contract at 60 months. The parties shall annually restate and memorialize the liability cap after deducting damages incurred during the preceding year.
- b) Except for third-party Claims arising out of bodily injury, death, and/or damages to tangible property or as otherwise expressly set forth in this Maintenance Contract, in no event shall either Contractor or the CTRMA be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity). Notwithstanding the preceding lost revenue is considered a direct damage under this contract.
- c) Any claim by the CTRMA against Contractor relating to this Maintenance Contract, other than in warranty, must be made in writing and presented to Contractor within the applicable statute of limitations period. Any claim under warranty must be made within the time specified in the applicable warranty clause.

10. THIRD PARTY

- a) All subcontractors to be employed by the Contractor must first be approved in writing by the CTRMA. The Contractor shall not subcontract any significant portion of its obligations hereunder without the prior written approval of the CTRMA, which shall not be unreasonably withheld.

11. AMENDMENTS TO CONTRACT DOCUMENTS. Any amendments to the Maintenance Contract will be made in writing and attached hereto as an Exhibit.

In the event the CTRMA adds or subtracts lanes, plazas, and/or ITS devices from the Toll Collection System as applicable, included but not limited to ITS devices such as Dynamic Message Signs, Variable Message signs, Microwave Vehicle Detectors, and Closed Circuit Video Cameras, the Monthly Fee will be adjusted per the pricing in the Maintenance Price Schedule 1.5.

12. OUT OF SCOPE SERVICES. Maintenance Services provided by the Contractor to the CTRMA, at the request of CTRMA, that are outside the Scope of Work set forth in Attachment M-1, shall be performed by the Contractor upon written request from the CTRMA on a time and materials basis, via work order under a single Work Authorization to be negotiated by the parties. The Contractor shall use the hourly rates set forth in the Maintenance Price Schedule attached hereto while costing the work.

13. TERMINATION.

- a) This Maintenance Contract may be terminated as follows:
 - 1) This Maintenance Contract terminates upon the expiration of the term set forth in Section 1; or
 - 2) This Maintenance Contract may be terminated by either party upon thirty (30) days' prior written notice if the other party has materially breached its obligations under this Maintenance Contract, and has not cured such breach or breaches within such notice period. Any such material breach by the CTRMA shall be deemed to be a "CTRMA Default Event." Any such material breach by the Contractor shall be deemed to be a "Contractor Default Event."
 - 3) Notwithstanding anything to the contrary in this Maintenance Contract, the CTRMA may terminate this Maintenance Contract, in whole or in part, by providing at least ninety (90) days prior written notice to the Contractor, for any or no reason whatsoever, without penalty. Any such termination notice shall not relieve the Contractor from its obligation to complete, deliver and/or perform all obligations that were outstanding prior to the date of termination.
 - 4) By the CTRMA if the Contractor ceases its business operations or becomes subject to any bankruptcy, reorganization, liquidation or insolvency

proceeding, whether voluntary or involuntary, or makes an assignment for the benefit of creditors, or files any debtor proceeding, or there is an appointment of a receiver or trustee of all or any portion of the Contractor's property.

- b) Following termination of this Maintenance Contract pursuant to Section 13, the Contractor shall immediately invoice the CTRMA for all accrued and unpaid Monthly Fees and Reimbursable Expenses, and the CTRMA shall pay the invoiced amount pursuant to Section 6 herein.
 - 1) Following the termination of this Contract by the CTRMA, the Contractor shall immediately invoice the CTRMA for all accrued and unpaid Monthly Fees and Reimbursable Expenses, and the CTRMA shall have the right to set-off against such invoiced amount any and all amounts due or that may be due to the CTRMA from the Contractor as a result of a breach of this Maintenance Contract or otherwise.
 - 2) In the event of any termination of this Contract, the Contractor shall deliver to the CTRMA the existing spares and consumables inventory, together with a list of the existing spares and consumables inventory, and the CTRMA shall, except as provided in Section 6, pay the Contractor the cost of the delivered existing spares and consumables inventory with a piece part dollar value in excess of \$20 that were purchased and paid for by the Contractor at the request of the CTRMA and not already paid for by the CTRMA or otherwise reimbursed to the Contractor by the CTRMA.
- c) On or about the termination date, Contractor shall execute and deliver to CTRMA the following, together with an executed bill of sale or other written instrument, in form and substance acceptable to CTRMA, acting reasonably, assigning and transferring to CTRMA all of Contractor's right, title and interest in and to the following:
 - 1) all completed or partially completed drawings, specifications, designs, design documents, as-built and record plans, surveys, and other documents and information pertaining to the design or construction of CTRMA's Toll Collection Systems;
 - 2) all books, records, reports, test reports, studies and other documents of a similar nature relating to CTRMA's Toll Collection Systems;
 - 3) all data and information relating to the use of CTRMA's Toll Collection Systems, including all studies, reports, and other information; and
 - 4) all other work product and intellectual property used or owned by Contractor relating to CTRMA's Toll Collection Systems.

- 5) On or about the Termination Date, Contractor shall execute and deliver to CTRMA a written assignment, in form and substance reasonably acceptable to CTRMA, all of Contractor's right, title and interest in and to any intellectual property, source code or source code documentation used for or relating to CTRMA's Toll Collection Systems.
 - d) The Contractor shall cooperate with and assist the CTRMA in connection with any transition of the maintenance of all or any portion of the Toll Collection System as applicable, to another maintenance provider. Contractor shall otherwise assist CTRMA in such manner as CTRMA may require prior to and for a reasonable period following the termination date to ensure the orderly transition of the Maintenance Services, the Toll Collection Systems and its management to CTRMA, and shall, if appropriate and if requested by CTRMA, take all steps as may be necessary to enforce the provisions of Contractor's agreements with others pertaining to the surrender of the Maintenance Services and the Toll Collection System. Any work provided by the Contractor after the termination shall be and considered out of scope services.
 - e) The Contractor's cooperation and assistance shall include, but not be limited to, preparation of a detailed succession plan that shall be sufficient to assist the CTRMA and its new maintenance provider in accomplishing a non-disruptive transition of maintenance services of the Toll Collection System. The CTRMA shall pay the Contractor for its reasonable costs in connection with the preparation of such succession plan on a time and materials basis as set forth in Section 6. Within three (3) business days after receipt of a notice of termination, Contractor shall meet and confer with CTRMA for the purpose of developing an interim transition plan for the orderly transition of the Maintenance Services for the Toll Collection System to CTRMA. The Parties shall use diligent efforts to complete preparation of the interim transition plan within fifteen (15) days after the date Contractor receives the notice of termination. The Parties shall use diligent efforts to complete a final transition plan within thirty (30) days after such date. The transition plan shall be in form and substance acceptable to CTRMA in its good faith discretion and shall include and be consistent with the other provisions and procedures set forth in this Section 13, all of which procedures Contractor shall immediately follow, regardless of any delay in preparation or acceptance of the transition plan.
 - f) Upon any termination of this Maintenance Contract for any reason, Contractor shall return all keys to the CTRMA and both parties' obligations with respect to confidentiality of information and materials set forth in Attachment M-1 shall survive the expiration or earlier termination of this Maintenance Contract.
14. GOVERNING LAW - CHOICE OF FORUM AND WAIVER OF TRIAL BY JURY.
The Maintenance Contract shall be governed and construed in accordance with Texas statutes without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the

Contract shall be Travis County, Texas. The parties hereto, having the benefit of advice and counsel of their own legal counsel and understanding the import hereof, expressly agree and WAIVE TRIAL BY JURY as to the adjudication of matters arising under or relating to the Maintenance Contract.

15. SECTION HEADINGS. Section Headings are included for section identification purposes only and are not to be considered Maintenance Contract terms.
16. NOTICE PROVISIONS. Notices under the Maintenance Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to those individuals designated by Contractor and the CTRMA from time to time in writing:

“Kapsch TrafficCom USA, Inc.”
8201 Greensboro Drive
Suite 1002
McLean, VA 22102
Phone: (703) 855-1976
Email: Chris.Murray@kapsch.net

“Central Texas Regional Mobility Authority”
3300 North IH-35
Suite 300
Austin, Texas 78705
Attn: Executive Director
Phone: (512) 996-9778
Fax: (512) 996-9784
Email: mstein@ctrma.org

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

Locke Lord LLP
600 Congress
Suite 2200
Austin, Texas 78701
Attn: Mr. Brian Cassidy
Phone: (512) 305-4855
Fax: (512) 305-4800
Email: bccassidy@lockelord.com

All communications to the CTRMA shall be clearly marked to identify this Maintenance Contract.

17. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM THE CONTRACTOR'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONTRACTOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS MAINTENANCE CONTRACT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB CONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF ANY UNRELATED OR UNAFFILIATED CONTRACTOR, VENDOR, OR OTHER CONSULTANT, NOT UNDER CONTRACT TO THE CONTRACTOR, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE CTRMA OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES.

18. INSURANCE.

- a) Workers' Compensation Insurance. In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- b) Commercial General Liability Insurance. On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.

- c) Business Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- d) Valuable Papers Insurance. With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority or otherwise completed.
- e) Cybersecurity Insurance. Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by CTRMA, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices.
- f) Excess Umbrella Liability. With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - e. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.
- g) General for all Insurance. The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 18.a. through e., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.f., a

rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b., c., d., e. and f. above, shall name the Authority as additional insureds and shall protect the Authority, the Contractor, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., e., and f. the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

19. COMPLIANCE WITH LAWS AND AUTHORITY POLICIES; PROTECTION OF DATA AND INFORMATION: The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, debt collection laws, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), other applicable portions of the Texas Transportation Code, and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested, the Contractor shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

As part of their operations, CTRMA, NET RMA and other regional mobility authorities to whom services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal

Information”). As part of its performance of the Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CTRMA, NET RMA and other regional mobility authorities to whom services may be provided (collectively with Personal Information, “RMA Information”). Contractor therefore agrees that:

- a) Contractor is responsible for the security of RMA Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to RMA Information in a manner consistent with applicable law.
- b) Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to RMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such RMA Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt RMA Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.
- c) Contractor must identify to CTRMA all subcontractors, consultants, and other persons who may have access to RMA Information in connection with the Services. Contractor must restrict the RMA Information to which a given employee or approved subcontractor has access to only that RMA Information which such employee or approved subcontractor needs to access in the course of such employee’s or approved subcontractor’s duties and responsibilities in connection with the Services.
- d) Before granting access to RMA Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of RMA Information).
- e) Absent CTRMA’s advance written permission, RMA Information must not be stored, accessed, or processed at any location outside of the United States.
- f) Contractor may use RMA Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of RMA Information other than for such purpose.
- g) Except to the extent otherwise expressly permitted, Contractor may not disclose CTRMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CTRMA in advance (if legally permissible to do so) and

reasonably cooperate with any decision by CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.

- h) Contractor will immediately notify CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of RMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a “Security Incident”). In no event shall Contractor’s notification to CTRMA be later than three (3) calendar days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform CTRMA regarding the same.
- i) Subject to requirements of data security or privacy laws, CTRMA, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by CTRMA before they are distributed. Contractor must reimburse CTRMA for costs or expenses CTRMA incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Contractor shall indemnify and hold CTRMA harmless from all claims, costs, expenses, and damages (including reasonable attorneys’ fees) that CTRMA incurs in connection with any regulatory action or third party claim arising from a Security Incident.
- j) Contractor must cooperate and permit CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CTRMA) reasonable access for on-site review of Contractor’s data security systems and procedures to verify Contractor’s compliance with its obligations under this Addendum.
- k) Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CTRMA, confirming the adequacy of Contractor’s controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CTRMA. The scope of each report must include all of Contractor’s applications and systems that have access to or

are involved in the processing of CTRMA Information, and each report must include a list of the controls that were tested. Prior to initiating the SOC audit, Contractor shall obtain CTRMA's approval of the SOC audit engagement letter and control objectives.

- l) Whenever RMA Information is no longer needed for the performance of Services, or at any time upon written notification from CTRMA, Contractor must unconditionally and without any charge or fee return or, at CTRMA's written election, certify the secure destruction of, all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).

20. TEXAS PUBLIC INFORMATION ACT: Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the CTRMA's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act. Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the CTRMA are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the CTRMA will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the CTRMA be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the CTRMA.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the CTRMA's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the CTRMA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including attorneys' fees and costs, incurred by the CTRMA in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

21. ASSIGNMENT: Neither party may assign its rights or delegate duties under this Maintenance Contract without the prior written consent of the other party, which will not be unreasonably withheld, provided that the CTRMA shall have the right, without the Contractor's consent, to assign all or any portion of its rights and delegate all or any portion of its duties under this Maintenance Contract to the Texas Department of

Transportation("TxDOT") in the event the TxDOT is the successor entity to the CTRMA or to some or all of the CTRMA'S duties and responsibilities.

22. INDEPENDENT CONTRACTOR: Contractor is an independent contractor, and under no circumstances shall its agents or employees be or become employees of the CTRMA in the conduct of this project.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

"CTRMA":
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

"Contractor":
KAPSCH TRAFFICOM USA, INC.

By: _____
Name: _____
Title: _____

SCHEDULES:
Schedule 1.5 Maintenance Price Schedule

ATTACHMENTS:
Attachment D CTRMA Turnpike System
Attachment M-1 Scope of Work

EXHIBITS:
Exhibit A Amendment No. 2

Exhibit A

**SECOND AMENDMENT TO
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
TELVENT USA CORPORATION**

This Second Amendment to the Maintenance Services Contract for Toll Collection System between Central Texas Regional Mobility Authority ("CTRMA") and Telvent USA Corporation (the "Contractor") is made effective as of May 11, 2011, and is for the purpose of amending Attachment M-1, and Schedule 1.1 of the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007, as amended April 27, 2011.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-10, dated February 26, 2010, Attachment M-1 of the Contract is amended as described below. Unless noted otherwise, all other provisions of this Attachment M-1 shall remain in effect.

Section M1.0 of Attachment M-1 is amended by adding a new Subsection M1.03 to read as follows:

M1.0 General

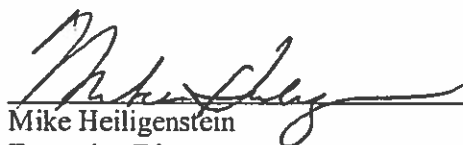
Add the following

M1.03. Provision of Services to Other Regional Mobility Authorities

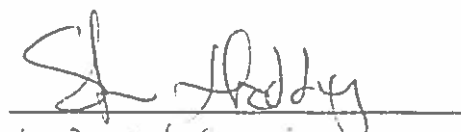
At the request of the CTRMA, the Contractor may be asked to provide toll collection systems maintenance services to other regional mobility authorities in the state through intergovernmental agreements to which the CTRMA may be a party. In the event that the Contractor is asked to provide such services, the provision of the services shall be governed by the terms of the Contract, including, without limitation, the technical requirements set forth in Attachment M-1, subject to mutually agreed upon revisions, if necessary, to reflect specific circumstances of the authority and/or project for which the services are being provided. The provision of services pursuant to this Subsection M1.03 may entail the provision of toll collection systems maintenance services for projects that are not part of the CTRMA Turnpike System, are located outside the jurisdiction of the CTRMA, and are not owned or operated by the CTRMA.

By their signatures below, the parties of the Contract evidence their agreement to the Amendment No. 2 set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY


Mike Heiligenstein
Executive Director

TELVENT USA CORPORATION


Vice President of Operations, Tolling Division

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective as of the 22nd day of February, 2012, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA") and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

WHEREAS, CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, CCRMA previously issued an RFI seeking expressions of interests and proposals from other Texas toll authorities interested in providing CCRMA with toll system implementation services and support; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of its consultant, Telvent USA Corporation, formerly Caseta Technologies, Inc. ("Telvent"); and

WHEREAS, effective January 27, 2010, CTRMA and CCRMA executed an interlocal agreement, a copy of which is attached as Attachment "A", pursuant to which CTRMA is providing toll systems implementation equipment and services to CCRMA (the "Toll System Implementation ILA"); and

WHEREAS, CCRMA is in need of toll systems maintenance services and support in connection with the SH 550 Toll Project; and

WHEREAS, CTRMA previously entered into a Maintenance Services Contract with Telvent for the provision of maintenance services for CTRMA's toll collection system (the "Telvent Maintenance Contract"), and CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll systems maintenance services in connection with toll projects; and

WHEREAS, the first year of maintenance services is being provided under the Toll System Implementation ILA; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for CTRMA to provide needed toll systems maintenance services to CCRMA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved and executed by each party.

II. ACTIONS

1. **Provision of Services.** Subject to the terms of this Agreement, CCRMA shall utilize the resources of CTRMA and/or its consultants, including the resources and services provided under the Telvent Maintenance Contract, in connection with the maintenance of the toll collection systems on the SH 550 Toll Project. All services described in this Agreement shall be provided by CTRMA and/or its consultants at the discretion of CTRMA.

Consistent with the terms of Attachment A to the RFI, CCRMA shall provide local maintenance personnel to perform related on-site tasks and assist as required with maintenance of the Toll Collection Systems. CTRMA shall train CCRMA's local maintenance personnel to access spare parts, perform sub-component replacements, return defective equipment, and administer inventory; shall remotely monitor the Toll Collection Systems; and shall provide annual preventative maintenance. CTRMA shall monitor the Toll Collection Systems and perform annual preventative maintenance in a manner consistent with CTRMA's support and maintenance of its own toll collection systems.

2. **Toll System Maintenance Cost and Payment.** Beginning on May 10, 2012, CCRMA shall pay a fixed monthly fee in the amount of \$4,674.33 for the maintenance services described in this Agreement which shall not, without prior written consent of CCRMA, exceed \$56,092 per year for the base maintenance services including "Maintenance Remote Support" and "Preventative Maintenance" as described in Attachment "A". Any work resulting from software changes requested by CCRMA and "Maintenance Remote Support" and "Preventative Maintenance" resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by CCRMA on a time and material basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provide that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. Labor,

material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel (Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup. CCRMA shall have the same right to dispute invoiced amounts that CTRMA has under the Telvent Maintenance Contract.

First year "Maintenance Remote Support" and "Preventative Maintenance" services costs shall be paid for under the Toll System Implementation ILA. The performance measures incorporated in Section 3 below shall govern the provision of such services.

3. **Performance Measures.** The Toll Collection Systems being installed and operated pursuant to the Toll System Implementation ILA are identical in form and function to the system in place on CTRMA facilities, and will function as an expansion of the system being maintained for CTRMA by Telvent under the Telvent Maintenance Contract. As such, CTRMA shall assure, through its agreements with Telvent and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) with respect to the maintenance of the Toll Collection Systems as are applicable to the maintenance of the toll collection system in place on CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance, including liquidated damages in the amounts provided for under the Telvent Maintenance Contract, shall be collected by CTRMA and promptly remitted to CCRMA; provided, however, that CTRMA shall not be liable to CCRMA for any amounts due for non-compliance which CTRMA fails to collect from Telvent despite using reasonable efforts to collect such amounts. Further, CTRMA shall not be liable to CCRMA for any incidents of non-compliance of which CTRMA is unaware and could not reasonably have been aware. CCRMA shall have the right to independently audit system maintenance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Telvent Contract.

4. **Payment.** Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521
Attn: RMA Coordinator

III.
GENERAL AND MISCELLANEOUS

1. **Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,

(a) if the Telvent Maintenance Contract is terminated pursuant to Section 12 of that agreement, this Agreement shall terminate on the same day that the Telvent Maintenance Contract terminates, provided that CTRMA shall give CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from Telvent in accordance with Section 12 of the Telvent Maintenance Contract; and

(b) either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure to provide services and satisfy performance measures in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

(c) CCRMA may terminate this Agreement without cause at any time, provided that CCRMA shall provide CTRMA with notice sufficient to allow CTRMA to satisfy its obligations under the Telvent Maintenance Contract.

Notwithstanding the foregoing, CTRMA shall not issue to Telvent any task orders or work authorizations extending beyond the term of the Telvent Maintenance Contract.

2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

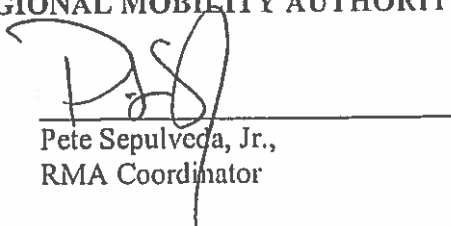
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: 
Pete Sepulveda, Jr.,
RMA Coordinator

**INSERT SCHEDULE 1.5
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

SCHEDULE 1.5

MAINTENANCE SERVICES CONTRACT FOR TOLL COLLECTION SYSTEM

PRICE SCHEDULE

This section provides descriptions of the Method of Measurement and the Basis of Payment to complete the work for maintenance services on the toll collection systems on the CTRMA's Toll Road System.

1. Hourly Rates

The Hourly Rates proposed for Amendment No. 5 proposed are CY 2019 Fully Loaded Rates.

Item Description / Position Title	CY 2016	CY 2017	CY 2018	CY 2019
	1.69%	2.33%	1.93%	2.00%
Software Engineer	\$148.12	\$151.57	\$154.50	\$ 157.59
System / Hardware Engineer	\$162.16	\$165.94	\$169.14	\$ 172.52
Technician	\$113.64	\$116.29	\$118.53	\$ 120.90
Database Administrator	\$210.68	\$215.59	\$219.75	\$ 224.14
Documentation Clerk	\$151.95	\$155.49	\$158.49	\$ 161.66
Testing Engineer	\$160.89	\$164.64	\$167.82	\$ 171.17
Project Manager	\$210.68	\$215.59	\$219.75	\$ 224.14
Network Administrator	\$146.84	\$150.26	\$153.16	\$ 156.22
Business Analyst	---	---	---	\$ 157.59

2. Current Work Authorization No. 3 Segment Payments

A. Monthly Maintenance Services for 183A Toll Phase I & II, 290 Toll Phases I & II, 71 Toll, MoPac Express Lane and Traffic & Incident Management (TIM) Center Operations at the pre-adjusted current rates

The monthly fee for maintaining the 183A Toll, 290 Toll, 71 Toll, and the MoPac Express Lane toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Maintenance Contract Coverage for Existing Roadways	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll and MoPac Express Lane	10	\$146,258.20	\$1,755,098.40

Current Monthly Support for Maintenance of 183A Toll Phase I & II, 290 Toll Phases I & II, 71 Toll, MoPac Express Lane	
Software Engineers	1.25 FTEs
Systems Administration	0.75 FTEs
Business Analyst	0
Maintenance Technicians	5 FTEs
TOTAL	7 FTEs

Work Authorization No. 3 under the Kapsch Maintenance Agreement provided three operations support personnel for the MoPac Express Lane operations. Under this Work Authorization Kapsch provides monitoring, support and maintenance for all items installed and integrated as part of the MoPac Express Lane (previously known as the MoPac Improvement Project). The Work Authorization also provides the images review services necessary to build the Express Lane trips for ultimate customer billing. Pricing for TIM Center operations under WA No. 3 are specified below.

TIM Center Operations Support				
Description	Unit (hrs.)	Rate	TMC Operations	
			Qty	Per Month
Operations Support	173	\$ 47.30	3	\$ 24,548.70

B. Monthly Maintenance Services for 183A Toll Phases I& II, 290 Toll Phase I - III, 71 Toll, MoPac Express Lane, 45 SW Toll, and 183 South Toll Phases I - II

The monthly fee for maintaining 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane, 45 SW Toll and 183 South Toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation Systems as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Current Maintenance Contract Pricing	Monthly	Annual
183A, 290E, 71 and MoPac Express Lane	\$146,258.20	\$1,755,098.40

Maintenance Contract Pricing for existing roadways with updated 2019 CPI rate increases. 183A, 290E, 71 and MoPac Express Lane	Monthly	Annual
--	---------	--------

	\$220,371.02	\$2,644,452.20
Maintenance Contract Pricing for existing roadways with the addition of 45SW and 183S PH I.	Monthly	Annual
	\$319,627.12	\$3,835,525.50
Maintenance Contract Pricing for existing roadways with the addition of 45SW, 183S PH I and 290E PH III.	Monthly	Annual
	\$363,113.67	\$4,357,364.07
Maintenance Contract Pricing for existing roadways with the addition of 45SW, 183S PH I, 290E PH III and 183S PH II.	Monthly	Annual
	\$422,364.06	\$5,068,368.73

Monthly Support for Maintenance with the addition of 45SW, 183S PH I and II and 290E PH III.	
Software Engineers	4 FTEs
Systems Administration	2 FTEs
Business Analyst	1 FTE
Maintenance Technicians	7 FTEs
TOTAL	14 FTEs

Amendment No. 5 adjusts pricing for the TIM Center Operations to facilitate adding or removing staff as CTRMA expands. CTRMA anticipates the use of four (4) operators in fiscal year 2020. The monthly pricing per FTE is \$8,705.87.

TMC Operations Support				
Description	Unit (hrs.)	2019 CPI Adjusted Rate	TMC Operation	
			<i>Qty</i>	<i>Per Month</i>
Operations Support	173	\$50.32	4	\$34,823.48

3. Out of Scope Services

The hourly rates for out of scope services pursuant to Section 11 of the Toll Collection System Maintenance Services Contract are reflected below. These rates correspond to the CY 2019 full loaded rates outlined in Section 1.

Software Engineer	\$ 157.59
System/Hardware Engineer	\$ 172.52
Technician	\$ 120.90
Database Administrator	\$ 224.14
Documentation Clerk	\$ 161.66
Testing Engineer	\$ 171.17
Project Manager	\$ 224.14
Network Administrator	\$ 156.22
Business Analyst	\$ 157.59

4. Other Direct Costs

Other Direct Costs (ODCs) are the reasonable actual direct incremental costs incurred by the Contractor for the performance of the applicable Work that are directly attributable to such Work. ODCS may include leasing, fuel, repairs, tolls, etc. associated with maintenance vehicle costs. ODCs also cover consumables maintenance technicians may use in performing their duties.

Role	CPI 2016 1.69%	CPI 2017 2.33%	CPI 2018 1.93%	CPI 2019 2.00%
Technicians ODCs	\$2,039.00	\$2,086.51	\$2,126.78	\$2,169.31
Per ETC Lane Monthly Fee	\$700.56	\$716.89	\$730.72	\$745.34

5. ITS Maintenance Cost Per Device

ITS Cost per Device	
CCTV	\$ 112.00
DMS	\$ 133.00
VTMS	\$ 140.00
MVDs	\$ 108.00

6. ITS Bill of Quantities

Roadway	Toll Locations	CCTV	VTMS	DMS	MVDs
SH290	10	8	0	2	32
MoPac	4	18	5	0	31
SH71	2	0	0	0	0
45SW	2	7	0	2	10
183S Phase I	4	5	0	2	11
183A	11	9	0	0	10
183S Phase II	6	2	0	3	7
290E Phase III	1	0	0	0	5

**INSERT ATTACHMENT D
CTRMA TURNPIKE SYSTEM**

INSERT ATTACHMENT M-1
SCOPE OF WORK
(Revised 11/12/19)

TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

M1.0 General

M1.01. Background

The Central Texas Regional Mobility Authority (CTRMA) designated the US183-A Turnpike Project as the first priority for implementation in conjunction with the TxDOT plans for development of the Central Texas Turnpike Project (CTTP). Subsequent to the implementation of the design/build process for the US183-A Turnpike Project, the Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities as part of the CTRMA Turnpike System. Several of the toll road segments are in various stages of project development, in design or construction by TxDOT, and it is intended that these proposed segments as identified in *Attachment D* also will be implemented by the CTRMA as parts of its Turnpike System. The Toll Collection System for the various segments of the CTRMA Turnpike System as shown in *Attachment D* includes various combinations of Electronic Toll Collection (ETC), and Express ETC.

M1.02. Summary Scope of Work

The Contractor shall maintain the portions of the Toll Collection System that have received Acceptance as they come on line until Project Acceptance at which time the entire CTRMA Toll Collection System shall be under the Maintenance Services Agreement (“the Maintenance Contract”). For the purpose of scoping the work and the fee structure, the two phases of the Project are considered separate.

M2.0 Scope of Work Elements

M2.01. Scope of Work

The Contractor’s responsibilities shall include preventive, predictive, corrective and emergency maintenance of the entire CTRMA Toll Collection System.

1. Lane Systems

- In-lane Toll Collection System Software
- Lane Controllers
- AVI System
- AVC System
- VES Equipment and Computers
- Equipment in road-side cabinets

2. Plaza System

- Toll Collection System Software
- Plaza Computer Systems (Operating System, Database, Disks, etc)
- Plaza Workstations
- Emergency Generators
- UPS
- Communications Equipment

3. Host System

- Toll Collection System Software including MOMS and Security Access Software
- Host Computer Systems (Operating System, Database, Tape Library, Disks etc.)
- Security Access System
- Communications Equipment
- Host Workstations
- Host Printers and other Toll Collection Equipment

M3.0 MoPac Express Lane Operations and Staffing

The following overview outlines the basic concept of the MoPac Operations, Image Review and Maintenance and Support of the MoPac Express Lanes Project (Express Lanes). Once the project is in revenue collection The Express Lanes are Intended to serve as a reliable north-south travel option along MoPac from Parmer Lane to Lady Bird Lake.

This Scope of Work includes the services, provided by Kapsch TrafficCom USA (formerly known as Schneider Electric) as the Tolls Systems Integrator (TSI), associated with maintenance and operation of the MoPac Managed Lanes project which Includes the Express Lanes Command Center (ELCC), Image Review, Trip Building and monitoring and maintenance of the Express Lanes. The TSI is responsible for the operation and maintenance of the variable tolling system (Toll System) and related Intelligent Transportation Systems in support of the Toll Management System (TMS) described in Toll System and Toll-related

Attachment M-1

ITS Design, Installation, and Testing, Work Authorization 10 (WA#10). The TMS components include, but not limited to closed circuit television (CCTV) cameras, traffic detection system (TDS), variable toll message signs (VTMS), VTMS cameras and VTMS Automatic Vehicle Identification (AVI) equipment. The TSI shall meet the Service Level Agreements and Key Performance Indicators provided in Exhibit 5-1: Service level Agreements and Key Performance Indicators within WA#10. For Maintenance, the TSI's duties, Responsibilities and Liabilities in regard to Performance Measurements are contained within the Maintenance Contract, executed March 3, 2007; Sections 7 Contractor Representations and Warranties and 10.0 Performance Measurement.

The Express Lanes will be in operation and collecting tolls 24 hours a day, 7 days a week, 365 days a year based on current approved business rules, with the exception of limited periodic maintenance intervals.

The Mobility Authority will be responsible for operations of the EXPRESS LANES.

M3.01. Scope of Work Summary

This Scope of Work covers two tasks outlined below:

Task 1 – Operations: Manage and operate the Express Lanes Command Center (ELCC) located at 104 North Lynnwood Trail, Cedar Park, Texas 78613, for the purposes of monitoring, supporting Austin Public Safety staff in returning the Express Lanes to normal operational flow, image review and trip building. The term of the Operations Contract shall be for an initial period of one (1) year (the “Initial Term”), commencing on the Effective Date of Day One of Toll Revenue Collection. The Initial Term shall be extended automatically for successive periods of one (1) year each unless and until terminated otherwise. The Operations Contract may be terminated by either party upon the expiration of the Initial Term or any subsequent one-year extension of this Operations Contract, provided that at least ninety (90) days’ written notice is given to the other party prior to the expiration of the Initial Term and any additional subsequent terms.

Task 2 – Maintenance: Provide monitoring, operations and maintenance support for roadside and Intelligent Transportation (ITS) Equipment identified in WA #10, Exhibit A; Section A3.04, to monitor and validate the accurate operations of the Express Lanes, the Project Host and the Toll System

M3.01.01. Task 1 - Operations

- The TSI shall staff the ELCC during peak hours and in operations from 5:30am – 8pm, 5 days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Attachment M-1

- This task consists of work necessary to provide on-site monitoring of the ELCC and the systems, variable pricing engine, toll rates, performance of manual tasks necessary for the system's effective operation, and the operations of the ELCC.
- TSI shall provide on-site monitoring and traffic control device operation. TSI shall provide the required level of personnel necessary to cover shifts. Shifts can be split or modified, as long as the appropriate staffing levels are maintained
- TSI shall provide continuous monitoring of the variable pricing engine results, participate and lead toll rate discussions, provide tuning and configuration updates to the parameters required to meet the CTRMA goals.
- TSI shall provide on-site monitoring of closed-circuit television, police radio channels, public safety computer-aided dispatch terminals, Internet-based information sources and software programs
- The EXPRESS LANES will be operated with variable pricing. Operators will strive to maintain reliable travel conditions through the use of variable tolls, established to proactively monitor demand on the facility. Reliable travel conditions are defined as Level of Service (LoS) C or better, with average speeds of 53 mph or higher.
- EXPRESS LANES operations will be monitored, and pricing may be adjusted manually if necessary, to achieve the desired effect on traffic. However, it is the intent the system will operate in an automated manner, to the extent possible, under normal traffic conditions. Traffic sensors will be used to monitor continuously the operating conditions of the EXPRESS LANES and a variable toll rate will be calculated to manage demand, in order to maintain an acceptable LoS.

Operations Staffing

TSI shall provide the services including, but not limited to, management, administrative and technical aspects of the Operations Contract. All activities are required to be tracked, meeting minutes produced, and coordination activities documented.

TSI shall provide CTRMA with Operations Manager for the life of the Contract, as well as an Operations Supervisor for the Operations staff. Any changes to the TSI Operations Manager or any of the other indicated personnel in this Contract shall be subject to review and approval by CTRMA in writing. The hiring and training timeline of these personnel is referenced in the Work Breakdown Structure and Staffing Plan (Attachment A)

A3.2 ELCC Supervisor and Operators

TSI shall provide the names and resumes for all management positions. TSI shall provide the names for all non-management positions. Operations staff classifications will include the following TSI positions, as a minimum:

1. ELCC Shift Supervisor
2. ELCC Operators (2)

Attachment M-1

In addition to a ELCC Shift Supervisor, initially it is anticipated that there will be 2 full-time equivalent ELCC Operators covering the following shifts, 13 hours per day and five (5) days per week:

1. Morning shift: 5:30 AM to 1:30 PM
2. Afternoon shift: 12:00 Noon to 8:00 PM

Purpose

The primary purpose of the Operations Staffing is to provide a weekday AM and PM peak staff to operate the EXPRESS LANES, which includes:

1. Monitor, direct, and administer the personnel designated to operate and support the Tolling, TMS, and Managed Lanes system.
2. Perform traffic incident detection and verification using the TMS and available tools.
3. Provide reporting and announcement of roadwork, incidents and events.
4. Support the CTECC by reporting incidents when detected, as well as support First Responders in incident management and recovery.
5. Coordinate operations & roadwork information with various partner agencies.
6. Provide training of staff and updates of procedures to facilitate the improvement of operations and day-to-day interaction.
7. Provide support during emergencies, storms, and other significant events.
8. Support the development of continuous improvement processes through performance measures and self-assessments.
9. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the work in accordance with project documents.

Duties

- The duties for Task 1 consist of all work necessary to manage all of the Personnel included, but not limited to, general oversight of ELCC operators, Quality Assurance and Quality Control, operational assistance during emergencies; weather-related storms, and other significant events as well as general contract administration. It also includes participation in meetings by the TSI.
- TSI personnel shall be scheduled to work Monday through Friday from 5:30am – 8:00pm. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Sub-Task Descriptions for Task 1 - Operations:

- a. TSI shall employ, train, supervise, and schedule ELCC operators. The hiring and training timeline of these personnel is referenced in Exhibit B, MoPac Staffing Plan. This shall include accommodating vacations, sick leave, and other absences of CTRMA Operations personnel by providing adequate training and supervision of relief operators, and on-call personnel.

Attachment M-1

- b. TSI Operations personnel shall be responsible for issuing a work order for equipment repair and helping to establish priorities for repair of failed equipment shall also be considered part of this task.
- c. TSI shall attend regular meetings with CTRMA to cooperatively identify and prioritize work to be performed.
- d. TSI shall maintain records and documentation as directed to support the overall operations of the ELCC and provide data for documenting performance measures and progress.
- e. TSI shall participate in post-incident debriefings with all appropriate Agencies involved in managing such major traffic incident, to determine whether existing operating procedures should be changed.
- f. TSI personnel assigned to this task shall be available to respond to electronic notifications within one hour during off-duty hours to provide assistance as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures.
- g. TSI shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including planned and unplanned staff absences, emergencies, storms, and other significant events.
- h. TSI shall prepare and submit monthly invoices and progress reports in accordance with applicable CTRMA requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters, and any other official project related correspondences, as well as hiring of staff and or other personnel related duties. The Clerical/Administrative support staff are not expected to have ELCC-related activities as a full-time task nor are they to be based at the TIMC.
- i. During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by CTRMA. If CTRMA deems additional TSI personnel are necessary to operate the expanded functions of the MoPac project, the TSI shall provide extra staff (provided a minimum of four-hour notice is provided) for the short-term. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift. If CTRMA determines the additional ELCC staff will be a permanent position requirement, the staffing level shall be adjusted via supplemental agreement. Additional pricing estimates shall be provided upon request.
- j. TSI shall participate in the monitoring of traffic incidents by issuing appropriate notifications to the CTECC and activating motorist information resources from the ELCC during the previously given hours of operation. All

Attachment M-1

other times the CTECC will be monitoring for incidents. Problems encountered with any of the systems must be reported immediately to the appropriate systems support personnel as described in the Standard Operating Procedures. TSI shall update social media as defined in the Standard Operating Procedures on behalf of the CTRMA.

- k. TSI shall provide coordinated monitoring of incidents with CTRMA and outside agency personnel. Incident monitoring shall be performed in accordance with the Standard Operating Procedures.
- l. TSI shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate CTRMA Personnel.
- m. TSI shall perform Trip verification activities, inspection of queued images within 48 hours to verify posting of toll rates and charges for trips.
- n. TSI shall perform Trip verification activities, including visual inspection and verification of toll charges for Trips within 72 hours as described in the Image Review Operational Procedures.
- o. TSI will provide Image Reviewed plates for trip building purpose and image-based tolling that will be sent directly to Image Billing vendor as described in the Image Review Operational Procedures.

M3.01.02. Task 2 - Maintenance

- TSI shall provide monitoring, support and maintenance for all items installed and integrated as part of the MIP. These items include, but not limited to items identified in WA #10, Exhibit A, Appendix F and Exhibit H: four (4) gantry locations for toll system installation, Variable toll message signs (VTMS) and VTMS cameras, traffic detection systems, CCTV cameras, Project Host, servers, generators, uninterruptable power supplies, toll collection equipment, cameras, switches, cabling, Violation Enforcement System, software and configuration items for Automatic Vehicle Identification, Automatic Vehicle Detection System, Image Capture and Processing System, Digital Video Audit System.
- TSI shall ensure the MoPac Express Lanes system meets the Service Level Agreements and Key Performance Indicators identified and agreed to in Work Authorization #10, Section 5 Performance Requirements.

Sub-Task Descriptions for Task 2 – Maintenance:

- a. Four toll collection points are defined on the MoPac Expressway. TSI will be responsible for maintaining the entirety of the Express Lanes, including all components provided directly by the system integration contract with Kapsch TrafficCom.

- b. On-site monitoring of traffic control device operation, managed lanes, and variable message sign system of the systems includes monitoring of and dialog with, but not limited to:
 - i. The relevant software program and the associated/related field equipment; and
 - ii. The software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

M3.02. Contract Support

This task covers work by TSI to update Standard Operating Procedure manuals for use in day-to-day operations and to provide necessary training. CTRMA shall review and approve proposed training procedures. TSI shall provide materials to CTRMA documenting the training of personnel. This task also includes proactively assisting CTRMA in minimizing the impact of construction, maintenance, and other activities on the motoring public.

5.1 Sub-Task Descriptions for Support Task:

- a. TSI shall work with CTRMA to develop and update the Standard Operating Procedures (SOP) Manuals for use. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. TSI shall, at a minimum, review all SOPs on a semi-annual basis and provide CTRMA with recommendations for changes to address current operational conditions.
- b. TSI shall provide training to new operations personnel and in-service training to existing staff. The training shall be based on the current CTRMA SOP manuals. Training shall be provided on an as-needed basis as TSI staff is transitioned into the project; when new or significant changes are applied to SOPs or software programs; or when individual operator performance indicates the need for remedial training. Training shall include formal classroom style exercises and hands-on training. The training shall provide for knowledge checks to ensure they are competent prior to their being assigned to the operations tasks. Training shall also include side-by-side mentoring in the form of assignment to the operations tasks for at least one week under the supervision of a Supervisor. This applies to both new operators and operators for whom remedial training is required.
- c. In order to keep the staff current with their abilities, TSI shall conduct “in-service” training to all staff. This shall be in the form of written exercises, or

Attachment M-1

other CTRMA approved methods, and shall take place at least once per month.

- d. Maintenance Personnel and other entities with approved, planned lane closures on State Highways will send information to the TMC describing the details of the activities and lane closures in advance of the closure. TSI personnel will enter this information into the TMS software, prepare DMS plans for the work, and forward non-maintenance work and DMS plan information to appropriate CTRMA personnel, in accordance with Standard Operating Procedures.
- e. On a daily basis, TSI personnel shall review systematically the roadwork information received at the ELCC and identify those locations competing needs for lane closures exist. TSI personnel shall notify the appropriate parties when a conflict is identified. It will be the responsibility of the competing parties to resolve the conflict.
- f. On a daily basis, and in accordance with Standard Operating Procedures, TSI personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to CTRMA personnel.

M3.03. PERFORMANCE MANAGEMENT

TSI shall carry out all Work in accordance with the Project Schedule and in a prompt, skillful and careful manner, using qualified personnel and in accordance with the “Standard of Care” defined as that level of care and skill ordinarily exercised by other employees currently practicing in the same locality under similar conditions. Employees shall perform the Work in a manner that is coordinated with contractor activities on the Project, and in accordance with the terms and conditions of this Work Authorization and the Agreement.

TSI will ensure that operators are compliant with established corporate policy regarding performance evaluation, training, and mentoring. Performance reviews and improvement will also be in accordance with established corporate guidelines.

M3.04. Staffing Management

TSI shall ensure employees meet the following minimum requirements:

- 1) Current driver license or Texas Identification (ID) card in accordance with the Texas Statutes.
- 2) Minimum age of eighteen (18) years old.
- 3) Proof of education, certifications, diploma(s), degree(s), professional affiliation(s).

- 4) Document the minimum of the last five (5) employment positions unless having worked less after graduating high school or college.

TSI shall conduct reference checks on all TSI personnel proposed to be used on/during this Contract and will keep all reference records on file and available to CTRMA for the Contract period.

TSI, during the Contract period, shall, prior to hiring, have resumes of all proposed staff and all new hires along with copies of Driver's Licenses or State of Texas issued ID on file for CTRMA review.

M4.0 Maintenance Plan

The Contractor shall create a Maintenance Plan that covers all aspects of the CTRMA Toll Collection System pertinent to the Scope of Work.

The Maintenance Plan will be updated periodically by mutual agreement of the parties as they deem reasonably necessary.

M4.01. Coverage

The Contractor will provide maintenance services on a seven (7) day a week/twenty-four (24) hours a day basis with the following response and repair times depending on severity of incident, except where otherwise specified in an approved roadway maintenance manual.

- A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.
- Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.
- A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.

For purposes of the above, response time is defined as the period beginning when the Contractor is notified of a problem and ending when the Contractor's maintenance technician creates a ticket. Repair time is defined as the period beginning when the Contractor's ticket is acknowledged and ending when the fault is corrected. Response and repair time for every maintenance event will be recorded and made available to the CTRMA.

For all remote Express Toll Locations on the State Highway System, the Contractor shall work with CTRMA in scheduling and coordinating any maintenance, adjustments, and repair activities involving active traffic lanes for setting up the lane

and accessing the equipment in the lane. All maintenance, adjustments, and repair activities within State highways will be subject to the review and approval by TxDOT and the CTRMA.

M4.02. Notification Procedures

The Contractor may be notified of Toll Collection System malfunctions, problems, and discrepancies in several different ways. There can be verbal notification from a CTRMA employee, written notification from an authorized CTRMA employee, verbal notification from CSC/VPC staff, and MOMS messages from the MOMS or other MOMS notification system (i.e., automatic paging, etc.).

In all cases, it shall be the responsibility of the Contractor to log all reported problems with all pertinent information concerning the problem into MOMS. After receiving notification, the Contractor shall confirm the problem directly with the reporting individual or other CTRMA personnel at the location of the problem. The Contractor shall then dispatch the appropriate maintenance personnel to resolve the problem.

M4.02.01. Verbal Notification

Verbal notification of a maintenance call shall be defined as in-person, telephone, or pager call, and subsequent return telephone call by the Contractor. In all cases, the first conversation with or page of the Contractor shall signify the start of response time for purposes of measuring the Contractor's response time.

M4.02.02. Written Notification

Written notification shall be defined as a written description of a problem, typically provided by the CTRMA or the VPC.

M4.02.03. MOMS Notification

MOMS notification shall consist of the MOMS software identifying a problem with the system. MOMS message information shall be provided in the maintenance reports, as described elsewhere in this document.

M5.0 Spare Parts

Spare parts prior to Project Acceptance will be procured through the Toll Collection System Contract. Notwithstanding anything to the contrary in this specification, the Contractor shall purchase on behalf of the CTRMA (and at the CTRMA's expense) an initial stock of spare parts and equipment for the Toll Collection System at such time as the CTRMA and the Contractor shall mutually agree at the cost of such spare parts and equipment without any 10% mark-up.

M5.01. Procurement

Attachment M-1

The Contractor shall purchase all spares on behalf of the CTRMA in a manner to ensure that the CTRMA obtains the benefit of all warranties associated with such spares. The cost of the spare parts shall not include any mark up and shall be agreed to prior to the Effective Date. The Contractor shall maintain and track the inventory of all spares and consumables for the CTRMA using the MOMS and shall provide the CTRMA with a list itemizing all spares and consumables in the CTRMA's inventory as reasonably requested, but not more frequently than once a month. All of the CTRMA's spares and consumables shall be maintained by the Contractor free and clear of all liens and encumbrances of any kind whatsoever at locations to be agreed upon between the CTRMA and the Contractor. The CTRMA shall have the right to inspect the spares and consumables inventory during normal business hours and shall give the Contractor written notice any time the CTRMA removes any of its spares or consumables.

M5.02. Inventory Management

The Contractor's performance of the Maintenance Services is predicated on there being an adequate spares inventory available. The Contractor shall provide no less frequently than annually a list of recommended spares quantities, and it is the CTRMA's responsibility to approve the purchase of the spares to be made. The CTRMA will hold harmless the Contractor in the event spares are not available as a consequence of the CTRMA's not accepting the Contractor's recommended quantity of spares. The Contractor shall hold harmless the CTRMA in the event spares and/or consumables are not available as a consequence of the Contractor's failure to purchase the spares and/or consumables ordered by the CTRMA.

The Contractor shall be responsible for providing all miscellaneous repair parts and materials costing less than \$20 per item, at its own expense, which shall include, but not be limited to, fuses, touch-up paint, screws and nuts, wire, connectors, cables, labels, and insulating tape, as required, to comply with the requirements of these specifications. The Contractor will provide normal shop consumables (e.g., solder, lubricants, cleaning rags, etc.) and spares costing less than \$20 per item, excluding toll system consumables (e.g., magnetic media, batteries, receipt printer paper, light bulbs, etc.), at no additional cost to the CTRMA.

The Contractor shall cooperate with and assist the CTRMA as reasonably necessary to ensure that all spare parts, equipment and other CTRMA owned property stored or otherwise located on the Contractor's leased property shall not be subject to any risk of being confiscated, claimed, attached, or withheld by the Contractor's landlord, any of the Contractor's creditors or any similar risk. This cooperation shall include, but not be limited to, affixing appropriate labeling to all such property. The Contractor's Maintenance Facility and/or any location where CTRMA equipment is stored shall be secured and connected to the Security Access System. It is also recommended that the Contractor's Maintenance Facility be part of the CTRMA network and all Contractor access to the CTRMA System be made through this network. It is the Contractor's responsibility to ensure that the Contractor Maintenance Staff have access to the MOMS and all the required connections are established.

M6.0 Staffing

As of the Effective Date, the Contractor shall have the following full-time personnel situated in Austin. Changes in the scope of work, including, but not limited, to the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels.

- Maintenance Manager (who shall be responsible for overseeing the performance of the Service)
- Maintenance Technicians
- Network/System Engineer (can be remote)

An office housing the administrative functions and the central repair depot (including the spares warehouse) will be located in the Austin metropolitan area.

A senior employee of the Contractor shall be identified with overall responsibility for overseeing the performance of the Maintenance Contract and managing the Maintenance Services.

The Contractor shall ensure that the field maintenance team has technical support in the areas of radio frequency, hardware, systems, communications and software.

M7.0 Personnel Training

The Contractor's field technicians shall have completed training courses, as evidenced by the resumes provided by the Contractor to the CTRMA, prior to being assigned to work on the CTRMA Toll Collection System. The Contractor shall provide for any necessary supplemental training of all maintenance technicians for the Toll Collection System, which shall be scheduled such that it will be completed no later than one (1) week prior to field installation of the any new lane configurations. The training shall consist of a minimum of two (2) weeks of both hands-on classroom instruction and on-the-job training.

M7.01. Staff Assignments

Maintenance staff shall be part of the Contractor's field installation team to obtain first-hand experience with the equipment.

The Contractor's Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Contractor's Technicians, because of experience at the bench level, shall also be trained to repair equipment at the component level as needed.

M7.02. Training Materials

Training materials shall consist of maintenance manuals, vendor manuals and other documentation that may be provided by the Contractor or by the CTRMA, as well as classroom training materials to be developed by the Contractor.

M7.03. Training Program

The content of the training course shall contain but not be limited to the following:

- Use of maintenance documentation such as maintenance manuals, drawings, parts lists and vendor manuals
- A maintenance program showing personnel assignments, transportation requirements and communications
- Systems overview
- Theory, use, preventive maintenance, troubleshooting, diagnostics, repair and testing of the lane to plaza to host interaction ("System"), lane to plaza interaction ("Sub-system"), and repairs to equipment or components (assembly/ sub-assembly/ component), and lane operations
- System preventive maintenance at the host, plaza and lane levels, including schedules
- Maintenance facilities (including equipment)
- Corrective and emergency maintenance procedures (troubleshooting, diagnostics, repair, testing and post-maintenance)
- Spare parts and spare equipment provisioning
- Use of maintenance tools
- Response times, expected repair times
- Maintenance facility procedures
- Maintenance forms and maintenance reports

The Contractor's Maintenance Manager shall attend the training course with the Maintenance Technicians and the CTRMA staff shall also attend the training. The

Attachment M-1

Contractor shall establish procedures for training new-hire or replacement personnel and shall provide refresher training for the existing maintenance force. New hire or replacement personnel shall receive the same hands-on classroom and on-the-job training as specified in this section before being assigned official maintenance duties.

The Contractor shall keep training records on all maintenance personnel. The CTRMA shall be allowed to audit maintenance personnel qualifications and training records at any time during this Contract.

The Contractor shall supply training procedures for maintenance personnel for CTRMA approval not less than 60 days prior to the training start date.

M8.0 Safety

The Contractor shall adhere to the CTRMA's safety procedures set forth in the Maintenance Plan.

M9.0 Reporting Requirements

The CTRMA and its Representatives shall always have access to all service records.

M9.01. Field/Shop Maintenance Records

The Contractor shall maintain current and accurate records for all field and shop maintenance work. The Contractor shall prepare a service report every time service is performed for corrective or emergency work and such information shall be entered MOMS. The report shall include, but not be limited to notification time, notification procedure (verbal, written, or MOMS), plaza ID and lane number (if in-lane equipment) or equipment location, toll collector's ID number (if a collector is in the lane), equipment description, work or service performed, reported fault, parts used and the time the service was started and completed. One copy of all service reports and records shall be forwarded to the CTRMA once every month. All preventive and predictive maintenance activities shall be reported in the same manner as corrective and emergency maintenance work.

M9.02. Summary Reports

Monthly maintenance summary reports shall be prepared and submitted to the CTRMA. These reports shall include, but not be limited to, average repair times, failure statistics, spare parts and spare equipment used, spare parts and spare equipment disposition (i.e. returned to manufacturer for repair, in maintenance shop for repair, etc.), total down time of the equipment and other summary information for all classes of equipment.

M10.0 System Documentation

The Contractor shall maintain one full set of all Toll Collection System documentation including, but not limited to, as-built drawings, toll equipment service manuals, computer manuals, software documentation, parts lists and other data as may be required for record

Attachment M-1

purposes at the toll maintenance shop. In addition, one (1) versioned set of complete documentation shall be maintained by the Contractor in a documentation management system.

The Contractor shall furnish all maintenance personnel with appropriate System documentation as may be required to perform their respective duties.

All System documentation shall be recorded at the toll maintenance shop. The documentation provided and/or assembled under the Maintenance Contract shall be considered proprietary and confidential. The Contractor's employees shall not reproduce the documentation or discuss the contents of the documentation with the CTRMA toll collectors or other unauthorized personnel.

M11.0 Performance Measurement

The CTRMA will review the Contractor's performance on a monthly basis, utilizing the monthly summary reports provided by the Contractor, in addition to input from the CTRMA staff. Performance will be measured by:

- Comparing average response times and repair time in each "Priority" category described under "Coverage" in Subsection M3.01 for the current month, year to date, and since Notice to Proceed for this Maintenance Contract with the requirements specified in the Technical Requirements.
- Failure to keep accurate records or otherwise improperly reporting maintenance activities.
- Review of spare parts and spare equipment availability

As described in the Restated Maintenance Agreement, the Contractor will be notified in writing of deficient performance and shall take corrective actions.

M12.0 Key Performance Indicators

Kapsch proposes the following Key Performance Indicator (KPI) measurements for Maintenance services. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including either liquidated damages for missed targets or lost revenue.

Audits conducted by CTRMA or its third party vendor will be completed according to the schedule set forth below or at CTRMA's discretion.

KPI ID	KPI Name	Key Performance Indicator Description	KPI	Maximum Liquidated Damages (per calendar month)	Testing Frequency
1	AVD	The vehicle detection subsystem shall detect 99.90% of vehicles passing through the Toll Zone once and only once under all conditions within the Design specification	99.90%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

Attachment M-1

		described in the requirements, including vehicles in the shoulders and straddling the lane and shoulder. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.		threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
2	AVC	The AVC subsystem shall correctly classify 99.50% of all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lanes. Shoulders are excluded from this calculation. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
3	AVI	The AVI subsystem will correctly detect, read and assign to the correct vehicle 99.90% of all properly installed Transponders on all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles in the shoulders and straddling the lanes.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
4	LPIC	The LPIC subsystem will capture one front human readable license plate image or one rear human readable license plate image and associated to the correct vehicle for 99.50% of all detected vehicles traveling at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lane and shoulder.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
5	IR	For transactions rejected by the manual review process, less than 1.00% shall have incorrect code-off results.	<1.00%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

Attachment M-1

				threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
6	Trip	99.50% of all transactions shall be correctly assembled into trips.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
7	Trip	99.99% of all trips shall be transmitted to the CTRMA primary host system within 4 calendar days of the exit transaction of the trip.	99.99%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
8	MVD	The volume provided by Traffic Detection Systems (MVD) shall be 95.00% accurate.	95.00%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
9	Host	100% of all transactions must be processed within 20 days of their transaction timestamp. A transaction qualifies as “processed” if the transaction has reached its final destination within the CTRMA Transaction processing workflow. The transaction processing workflow is responsible for achieving the required 20 day processing limit within the agreed constraints of external vendor processing quantity allowances.	100.00%	Actual revenue above \$5,000 (calculated using liquidation rate) AND 2. 50% of any indirect costs incurred greater than \$5,000, with a limit of \$50,000 per occurrence in addition to any direct damages applicable per <i>Section 7. Performance Guaranty</i>	Monthly

Attachment M-1

10	IR	For transactions requiring manual review process, 99.50% shall be completed within 72 hours from the time the transaction qualified for manual review.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly Calculated based on number of transactions within a month vs. number not processed within 72 hours.
11	Reports	1. The monthly report, accurately detailing system performance relative to all Project KPIs, shall be submitted to CTRMA each month. 2. System and as necessary manual report to be provided by the contractor to indicate performance. 3. Contractor to provide complete report, cover page, table of contents, KPI table and summaries, format to be agreed upon by Contractor and CTRMA.	By the 15th of the following month	Cannot invoice for monthly maintenance without submitting this report.	Monthly
12	Availability	Each ETC lane shall be available 99.50% of the time. An available lane is defined as a lane with the ability to collect revenue either through image capture or tag read and association.	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for the this section.	Monthly
13	Availability	The Host Level system shall be available 99.50% of the time. An available host is defined as a fully operating host such that Reports, ROMS, and transaction processing are online (with the exception of approved downtime for maintenance purposes).	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for this section.	Monthly
14	Availability	Express Lanes CCTV shall be available 99.50% of the time, excluding scheduled maintenance.	Express: 99.50%	\$200 per each 0.5% below threshold	Monthly
15	Availability	Non-Express CCTV shall be available 95.00% of the time, excluding scheduled maintenance.	Non-Express: 95.00%	\$200 per each 0.5% below threshold	Monthly
16	Availability	DMS shall be available 95.00% of the time, excluding scheduled maintenance.	95.00%	\$200 per each 0.5% below threshold	Monthly
17	Availability	Express MVDs shall be available 99.50% of the time per segment, excluding scheduled maintenance.	Express: 99.50%	Express: \$100 per each 0.5% below threshold per segment.	Monthly

Attachment M-1

18	Availability	MVDs shall be available 95.00% of the time per device, excluding scheduled maintenance.	Non-express: 95.00%	Non-Express: \$100 per each 0.5% below threshold per device.	Monthly
19	VTMS Availability	The VTMS System will be available as outlined below, excluding scheduled maintenance. Availability of 99.95%, with a 15 minute grace period for emergency maintenance.	99.95%, 15 min. grace excluded	Actual revenue above \$5,000 (calculated using liquidation rate).	Monthly
20	VTMS Accuracy	The System will post and maintain the correct toll rate to the VTMS 99.90% of the time per VTMS under all conditions within the Design specification described in the requirements.	99.90%	\$200 per each 0.5% below threshold	Monthly
21	Time to Respond – Priority 1	On Average, all priority 1 tickets must be acknowledged within 1 hour of ticket creation. A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.	N/A	\$200 if average is > 1 hour	Monthly
22	Time to Repair - Priority 1	On Average, all priority 1 tickets must be repaired within 4 hours of ticket acknowledgement.	N/A	\$350 if average is > 4 hour	Monthly
23	Time to Respond – Priority 2	On Average, all priority 2 tickets must be acknowledged within 1 hour of ticket creation. Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.	N/A	\$200 if average is > 1 hour	Monthly
24	Time to Repair - Priority 2	On Average, all priority 2 tickets must be repaired within 12 hours of ticket acknowledgement.	N/A	\$350 if average is > 12 hour	Monthly
25	Time to Respond – Priority 3	On Average, all priority 3 tickets must be acknowledged within 1 hour of ticket creation. A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.	N/A	\$200 if average is > 1 hour	Monthly
26	Time to Repair - Priority 3	On Average, all priority 3 tickets must be repaired within 36 hours of ticket acknowledgement.	N/A	\$200 if average is > 36 hour	Monthly