



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

September 24, 2025
AGENDA ITEM #5

Discuss and consider amending the agreement for Intelligent Transportation System Performance-Based Maintenance Services with Kapsch TrafficCom USA, Inc.

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|---------------------------|--|
| Strategic Plan Relevance: | Stewardship |
| Department: | Operations |
| Contact: | Greg Mack, Director of IT and Toll Systems |
| Associated Costs: | Not to Exceed \$5,864,375.00 |
| Funding Source: | Operating Budget |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background: Intelligent Transportation System (ITS) Performance-based Maintenance Services includes maintenance and construction services by a qualified ITS device maintenance and construction firm for all work related to ITS devices, communications, electrification, and infrastructure. The services cover all existing and future ITS elements on the Mobility Authority's system.

The objective of these services is to ensure continuous (24 hours/day, 7 days/week, 365 days/year) operation and functionality of all components of the Mobility Authority's ITS system and provide locate services for all ITS equipment. The provider is on-call on a 24/7/365 basis for the duration of the contract to respond to emergency repair and/or replacement work, including but not limited to severe weather events and warnings. Normal maintenance activities are covered under one work authorization, while separate work authorizations are issued for other services, such as emergency and major repairs.

Previous Actions & Brief History of the Program/Project:

The Board of Directors awarded a contract to Kapsch TrafficCom USA, Inc. on October 31, 2023, for an amount not to exceed \$1,940,000 (Resolution 23-045). The initial term of the contract is for three (3) years, expiring on October 31, 2026, with three (3) potential successive renewals of two (2) years each.

Work Authorizations have been executed with Kapsch for:

- Annual Maintenance for Year 1, including 811 support
- Annual Maintenance for Year 2, including 811 support and increased quantities of roadways and devices

The contract not to exceed amount adopted in Resolution 23-024 did not include anticipated costs for items included in the contract scope such as major and minor repairs, and CTRMA ITS projects. Work Authorizations and Change Orders have been submitted for work that has been requested and budgeted by CTRMA for the following:

- 183A Shared Use Path Safety Improvements
- Single-Line Dynamic Message Sign (SDMS) Installation on MoPac
- MoPac SDMS Height Measurements
- TrafficVision Subscription
- Tapco Wrong Way Drive Recertification (annual, performed twice)
- Procurement of spares and demonstration equipment
- Repairs for vandalism and damage (fiber, cabinets, equipment)

Planned and Future Activities:

For the remainder of the contract term there will be additional planned work that is included in the Operating and Capital Budgets. There will also be additional unplanned repairs, requested activities, and potential projects. Additional Work Authorizations that are planned to be provided to Kapsch include:

- Annual Maintenance for Year 3, including 811 support
- CCTV Camera procurement and implementation
- RVSD Sensor Data Integration
- RVSD Replacement and Upgrades
- Integration and Maintenance of ITS Equipment on 290 and 183A Phase III
- Annual Tapco Wrong Way Driver Recertification
- Procurement of spares and demonstration equipment
- Repairs for vandalism and damage (fiber, cabinets, equipment)

An increase in the approved contract amount will support annual maintenance through the expiration of the initial term on October 31, 2026.

Financing: Operating Budget

Action requested/Staff Recommendation: Staff recommends the Board approve the first amendment to the Intelligent Transportations System (ITS) to Kapsch TrafficCom, Inc., and authorize the Executive Director to execute the amendment with Kapsch TrafficCom USA,

Inc. in an amount not to exceed \$5,864,375.00 for ITS Performance-Based Maintenance Services.

Backup provided:

Draft resolution

Draft contract amendment

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

RESOLUTION NO. 25-0XX

**APPROVING AN AMENDMENT TO THE AGREEMENT FOR INTELLIGENT
TRANSPORTATION SYSTEM PERFORMANCE-BASED MAINTENANCE SERVICES
WITH KAPSCH TRAFFICCOM USA, INC.**

WHEREAS, by Resolution No. 23-045, dated October 25, 2023, the Board approved a contract with Kapsch TrafficCom USA, Inc. for Intelligent Transportation System (ITS) maintenance and construction services on the Mobility Authority’s system, in an amount not to exceed \$1,940,000.00 (the “Agreement”); and

WHEREAS, in order to provide ITS maintenance and construction services on roadways added to the Mobility Authority’s system subsequent to the execution of the Agreement, and to address unanticipated needs for additional quantities of items initially provided for in the scope of the Agreement, an increase to the not to exceed amount approved under Resolution No. 23-045 is necessary; and

WHEREAS, the Executive Director recommends amending the Agreement to increase the not to exceed amount to \$5,864,375.00 for the remainder of the initial term of the Agreement which is set to expire on October 31, 2026.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute an amendment to the agreement with Kapsch TrafficCom USA, Inc. for Intelligent Transportation System (ITS) Maintenance and construction services on the Mobility Authority’s system, in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**FIRST AMENDMENT TO THE INTELLIGENT TRANSPORTATION SYSTEM
PERFORMANCE-BASED MAINTENANCE SERVICES AGREEMENT WITH
KAPSCH TRAFFICCOM USA, INC.**

THIS FIRST AMENDMENT is made effective as of the 1st of October 2025, by and between the Central Texas Regional Mobility Authority (the “CTRMA”), a regional mobility authority and a political subdivision of the State of Texas, and Kapsch TrafficCom USA, Inc. (the “Contractor”).

WITNESSETH:

WHEREAS, the CTRMA and the Contractor entered into the Intelligent Transportation System (ITS) Performance-Based Maintenance Services Agreement, effective November 1, 2023, hereinafter referred to as the “Agreement,” whereby the Contractor agreed to provide ITS performance-based maintenance services to the CTRMA; and

WHEREAS, the parties have agreed to amend the Agreement to specify a not to exceed amount for the remainder of the Initial Term of the Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the parties, the parties hereby agree to the following:

The Agreement shall be amended to amend Article 2 to read as follows:

A. ARTICLE 2: PROSECUTION OF WORK AND COMPENSATION

~~“A not to exceed amount for this Agreement will be established by the CTRMA Board of Directors in the CTRMA annual operating budget.”~~ The total amount of compensation paid to the Contractor for full completion of work performed under this Agreement shall not exceed \$5,864,375.00. In no event will the not to exceed amount ~~[for a given year]~~ be exceeded without prior approval by the CTRMA Board of Directors. No compensation shall be paid for work performed that is not authorized by the CTRMA Executive Director in a written Work Authorization, as described below. Authorization for Contractor to perform the Services, payment of compensation for Contractor’s work, and other aspects of the mutual obligations concerning Contractor’s work and payment therefore are as follows:”

B. REMAINING TERMS AND CONDITIONS

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement by and between the CTRMA and the Contractor shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

**KAPSCH TRAFFICCOM USA,
INC.**

By: _____

By: _____

Name: James M. Bass

Name: _____

Title: Executive Director

Title: _____

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**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

**KAPSCH TRAFFICCOM USA,
INC.**

By: _____

By: _____

Name: James M. Bass

Name: _____

Title: Executive Director

Title: _____