

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

RESOLUTION NO. 25-053

**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:



James M. Bass
Executive Director

Approved:



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

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 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: _____