



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 18, 2020
AGENDA ITEM #6

Approve Work Authorization No. 2
under the First Amended and Restated
Maintenance Contract with Kapsch TrafficCom
USA Inc. for the replacement of toll equipment
cameras on the 183A and 290E toll facilities

Strategic Plan Relevance: Deliver Multi-faceted Mobility Solutions

Department: Operations

Contact: Tracie Brown, Director of Operations

Associated Costs: not to exceed \$936,006.56

Funding Source: Capital Budget

Action Requested: Consider and act on draft resolution

Summary:

Background – The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. in 2007 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., serving as the Mobility Authority’s toll system integrator (TSI).

In this role, Kapsch installs and maintains the Authority’s toll system equipment hardware, software and intelligent transportation 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.

Current Action – As described in the fiscal year (FY) 2021 Operating Budget, one of the core services of the Mobility Authority’s Operations Department is overseeing maintenance to ensure the accuracy and dependability of the agency’s ITS and toll systems. The approved FY 2021 Operating Budget document includes allocations to procure spare parts, enhance the operation of systems and implement proactive maintenance to system components deployed on various project roadways that are nearing end-of-life.

Under Work Order #154 Kapsch will replace aging cameras and strobes on the 183A Toll Phases I & II and 290 Toll. This action will reduce the number of toll transactions rejected due to poor image quality and increase the Authority's opportunity to collect the related revenue.

The total cost of this Work Order is not to exceed \$936,006.56. This expenditure is budgeted in the FY 2021 Capital Budget under Renewal & Replacement.

Previous Actions – At its October 28, 2020 meeting the CTRMA Board approved Work Authorization #1 under the *First Amended and Restated Maintenance Services Contract for the Central Texas Regional Mobility Authority Toll Collection System* between the Mobility Authority and Kapsch TrafficCom, USA. This Work Authorization covered a number of work orders that upgrades key toll system components and facilitate the purchase of spare parts. The total cost of this Work Authorization was \$1,318,005.27.

The Restated Maintenance Agreement was approved in November 2019 and provides for enhanced maintenance services for the roadside lane equipment, project host server, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom. Also covered by this contract is Kapsch's operational support of the Authority's Traffic & Incident Management (TIM) Center.

Action Requested / Staff Recommendation – Staff recommends approval of Work Authorization No. 2 under the *First Amended and Restated Maintenance Contract for the Central Texas Regional Mobility Authority Toll Collection System* with Kapsch TrafficCom USA Inc. for maintenance of tolling and intelligent transportation systems.

Backup Provided - Draft Resolution

Toll System Maintenance Work Authorization No. 2

Kapsch TrafficCom CTRMA WO #154, Camera/Strobe Upgrade

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

RESOLUTION NO. 20-0XX

**APPROVING WORK AUTHORIZATION NO. 2 UNDER THE FIRST AMENDED AND
RESTATED MAINTENANCE SERVICES CONTRACT WITH KAPSCH TRAFFICOM
USA, INC. FOR THE REPLACEMENT OF TOLL EQUIPMENT CAMERAS ON THE
183A AND 290E TOLL FACILITIES**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc.; and

WHEREAS, the Executive Director and Kapsch TrafficCom USA, Inc. have negotiated proposed Work Authorization No. 2 under the Maintenance Services Contract for the replacement of cameras on the 183A and 290E toll facilities which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 2 in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Work authorization No. 2 under the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Work Authorization No. 2 with Kapsch TrafficCom USA, Inc. on behalf of the Mobility Authority in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**WORK AUTHORIZATION WORK AUTHORIZATION NO. 2
TOLL SYSTEM MAINTENANCE**

THIS WORK AUTHORIZATION (“WA No. 2”) is made pursuant to the terms and conditions of the Article 2 of the First Amended and Restated Maintenance Services Contract dated November (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 2 as the “System Integrator” or “SI”).

PART I. The Contractor will perform toll system maintenance services generally described in the Kapsch Work Order attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 2 is \$936,006.56. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

PART III. Payment to the Contractor for the services established under this WA No. 2 shall be made in accordance with the Contract.

PART IV. This WA No. 2 shall become effective on the date both parties have signed this WA No. 2. This WA No. 2 will terminate the work order is complete and accepted by the Mobility Authority, or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

PART V. This WA No. 2 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 2, as such responsibilities and obligations under the Contract remain in full force and effect.

KAPSCH TRAFFICCOM, USA:

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature

Date

Mike Heiligenstein, Executive Director

LIST OF ATTACHMENTS

Attachment A Kapsch Work Orders for Toll System Maintenance

ATTACHMENT A

**KAPSCH WORK ORDERS
FOR TOLL SYSTEM MAINTENANCE**



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

System Integration Agreement

CTRMA Toll Systems Integration



CTRMA WO-154, Camera/Strobe Upgrade

October 27, 2020

Change Request Description

Request ID	CTRMA-WO-154
Request Date	10/27/2020
System Module	Cameras / Strobes
Change Type	Equipment

Description

Camera/Strobe Replacement

Affected Project

- 183
- 290
- Mopac
- SH71

Affected Requirements

Image Review KPI's

Affected System Processes:

Image Capture

Description of the Solution

- Replace aging Cameras and Strobes on 183A and 290E.
 - Lake Line Mainline: 12
 - Park Street Mainline: 12
 - 183 Direct Connectors: 12
 - Springdale Ramps: 8
 - Giles Ramps: 8
 - Giles Mainline: 16
 - Harris branch: 8
 - Parmer Mainline: 8
- Aim, Focus, adjust for image quality.
- Run transactions in each lane to ensure quality images are in the host.
- Includes road closures for Camera/Strobe replacement at these locations.
 - 2 closures SEDC Mainline.
 - 2 closures WNDC Mainline
 - 1 closure at Springdale EB ramp
 - 1 closure at Springdale WB ramp
 - 1 closure at Giles LN EB ramp
 - 1 closure at Giles LN WB ramp
 - 2 closures at Giles EB Mainline
 - 2 closures at Giles WB Mainline
 - 1 closure at Harris Branch EB ramp
 - 1 closure at Harris Branch WB ramp
 - 1 closure at Parmer EB Mainline
 - 1 closure at Parmer WB Mainline
- \$3500/closure, plus \$1,000 per officer = \$4,500 x 16 closures. Will attempt to perform all tasks in the 16 nights (\$72,000) but may need 18 nights (\$81,000) for unforeseen issues.
- Kapsch will provide a Project Schedule. Must be completed before June 2021.

Impact	<input checked="" type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
Total	\$936,006.56		
	Pricing good for 60 Days from requested date		
Quantity	84 JAI Cameras 84 JAI Strobes 8 Spare JAI Cameras only (no housing) 10 Spare JAI Camera I/O Boards		



System Integration

WO-CTRMA-154-Camera-Strobe Upgrade_V2.4.docx



CENTRAL TEXAS REGIONAL
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	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	JAI Camera P/N: 31016592	84	\$541,800.00	\$54,180.00	\$595,980.00
2	Strobe	84	\$142,800.00	\$14,280.00	\$157,080.00
3	Spare I/O Board	10	\$7,000.00	\$700.00	\$7,700.00
4	Spare camera and Lens	8	\$51,600.00	\$5,160.00	\$56,760.00
5	Camera / Strobe bracket	168	\$7,035.84	\$703.58	\$7,739.42
6	Mounting Hardware	1	\$2,006.96	\$200.70	\$2,207.66
7	0	0	\$0.00	\$0.00	\$0.00
Total Hardware					\$827,467.08

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	10.00	\$172.52	\$1,725.20
3	Technician	120.00	\$120.90	\$14,508.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	12.00	\$224.14	\$2,689.68
Total Hours:		152.00	Total Labor:	\$20,539.48

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
	MOT for Road Closures Not-to-exceed	16	\$80,000.00	\$8,000.00	\$88,000.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
Total Subcontractor					\$88,000.00

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
Total ODCs / Travel					\$0.00

TOTAL PRICE **\$936,006.56**

Client Acceptance:	
Client name	
Date	
Signature	
Kapsch Acceptance	
Name	
Date	
Signature	

1 Reference Documents

Mounting Hardware for 290E Camera Upgrade.xlsx
 WO- 154 Camera replacement by location.pdf

2 Document Version History

Version	Created	Created by	Comments
1.0	4/23/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/09/2020	Timothy Duke	Pricing Update
2.1	10/02/2020	Timothy Duke	Update CTRMA logo
2.2	10/06/2020	Timothy Duke	Update to define MOT
2.3	10/16/2020	Lisa Gauger	Update doc naming details from CO to WO
2.4	10/27/2020	Timothy Duke	Update allocation location of Cameras

Turnpike	Plaza	Comments	Old Cameras	New Cameras
183A	Park Street Mainline			
	Ln 5			
	Ln 6			2
	Ln 7			2
	Ln 8			2
	Ln 9			
	Ln 10			
	Ln 11			2
	Ln 12			2
	Ln 13			2
	Ln 14			
	Lakeline Plaza NB			
	Ln 1			
	Ln 2			2
	Ln 3			2
	Ln 4			2
	Ln 5			
	Lakeline Plaza SB			
	Ln 1			
	Ln 2			2
Ln 3			2	
Ln 4			2	
Ln 5				
Total cameras for 183A				24
US290 E	WNDC Connector 183 Entry			
	Ln 1		2	
	Ln 2			2
	Ln 3			2
	Ln 4			2
	Ln 5		2	
	SEDC Connector 183 Exit			
	Ln 1		2	
	Ln 2		2	
	Ln 3			2
	Ln 4			2
	Ln 5			2
	SpringDale Road EB			
	Ln 1			2
Ln 2			2	
SpringDale Road WB				

US290 E

US290 E

US290 E

Ln 1			2
Ln 2			2
Giles Lane EB			
Ln 1		2	
Ln 2			2
Giles Lane WB			
Ln 1		2	
Ln 2			2
Giles Mainline			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
Ln 7		2	
Ln 8			2
Ln 9			2
Ln 10			2
Ln 11			2
Ln 12		2	
Crofford Harris Branch EB			
Ln 1			2
Ln 2			2
Crofford Harris Branch WB			
Ln 1			2
Ln 2			2
Parmer Mainline			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
SH130 DC WB			
Ln1	newer cameras		
Ln2	newer cameras		
Ln3	newer cameras		
Total 290 Cameras		24	56
Total With New 1000's with zoom and focus			80
Total With Old 1000's from 183A		24	
Spare New 1000's			4



AmteX Precision Fabrication
 3920 Bahler Avenue
 Manvel, TX 77578-2823
 United States of America

Ph: 281.489.7042

Fax: 281.489.1992

Quote	
ID: 25343	Date: 08-Sep-20

To

Kapsch TrafficCom Transportation NA, Inc. 7701 Metropolis Dr. Bldg. 14 Suite 100 Austin, TX 78744 United States of America
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Quote To

Tim Duke Kapsch TrafficCom Transportation NA, Inc. 7701 Metropolis Dr. Bldg. 14 Suite 100 Austin, TX 78744 United States of America
--

Ph: 713-920-6838

Ph: 713-920-6838

Terms	Ship Via	Salesperson	
Net 45	Best Way	AS	
Quantity	Description	Unit Price	Amount
	*** EMAIL ALL PURCHASE ORDERS TO amtxpo@amtxprecision.com ***		
	Line: 001 Part: CAMERA BRACKET CAMERA BRACKET FAB PER DRAWING RECIEVED 9/4/20 MATERIAL = .1875" 316 SS NO FINISH TOLERANCE +/- .03 CROSS PATTERN SLOTS Expiration Date: 23-Sep-20 Rev:		
168	ea	\$41.88	\$7,035.84
	LEAD TIME 3-4 WEEKS	Total:	\$7,035.84
	THANK YOU FOR THE INQUIRY! WE APPRECIATE THE OPPORTUNITY TO QUOTE!		

08 September 2020

In Reply Refer To: QUS200141



See the possibilities

Attention: Sean Staehli
Rolando Sevilla

Kapsch TrafficCom North America
7701 Metropolis Dr. Building 14
Austin, TX 78744

Subject: Fixed Price Quotation for JAI Traffic Solutions
products in support of your CTRMA SH290 project.

Reference: Your request for WO-154, GP0000005545-001

Gentlemen,

In response to your request, JAI Traffic Solutions is pleased to submit
this fixed price quotation in support of your on-going SH290 project.

The pricing outlined herein shall remain valid until 10/08/20. This
Quotation consists of this cover letter along with the enclosed Pricing
Summaries and [Terms of Sale and Delivery].

Thank you for your continued support and consideration. Should you
have any questions, please feel free to contact Frank Long at (630) 293-
9377.

Thank You and Best Regards,

Frank Long
Traffic Solutions Manager, USA
JAI Traffic Solutions
(630) 293-9377

JAI Inc.
6800 Santa Teresa Blvd
Suite 175
San Jose, CA 95119
USA

Toll-free phone
+1 800 445-5444
Phone
+1 408 383-0300
Fax
+1 408 383-0301

www.jai.com

ISO 9001:2000 certified

JAI Proprietary Information

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the
Written Permission of JAI, Inc.

SH290 VES System - Pricing Summary:
Table 1 -Lane Hardware equipment & Spares:

Item	Qty	Model	Description	Unit Price (US \$)	Total Price (US \$)
01	84	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, including: Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$541,800
02	84	TNL-50	JAI SAP P/N: 31015651 TNL-50 Blue LED Flash for ORT Lane illumination	\$1,700	\$142,800
Recommended Spares:					
03	8	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$51,600
04	10	EIO-303	JAI P/N: 20009593 IO board for the VISCAM 1000 camera(s).	\$700	\$7,000
			Total Hardware Fixed Price		\$743,200

JAI Proprietary Information

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Notes:

1. Above prices are for SH290 only and apply to your VES retrofit project ONLY!
2. The above pricing shall remain valid for a period of thirty (30) days from the date of this submittal and is conditioned upon the Conditions of Sale outlined below.

JAI Proprietary Information

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.

TERMS OF SALE AND DELIVERY OF JAI INC.,
(“JAI”), 625 RIVER OAKS PARKWAY, SAN JOSE, CA 95134, USA

These Terms of Sale and Delivery (the “Standard Delivery Terms”) is part of the Agreement and shall apply to any Product sold and any Support provided by JAI to a purchaser (the “Purchaser”). In case of any differences between these Standard Delivery Terms and the general terms of the Purchase Order, these Standard Delivery Terms and any other of JAI’s standard terms referred to in the Agreement shall prevail unless otherwise expressly agreed in writing.

1. Definitions:

The following expressions shall have the following meanings:

“**Agreement**” means JAI’s quotation to the Purchaser, the Purchaser’s order, JAI’s confirmation of the Purchaser’s order and any of JAI’s standard terms referred to by JAI in its quotation and/or order confirmation.

“**Hardware**” means all goods acquired by the Purchaser under the Agreement, save for the Software.

“**Product**” means any Hardware and any Software.

“**Software**” means any software acquired by the Purchaser under the Agreement.

“**Standard Test Procedures**” are the latest released test procedures used by JAI production department.

“**Support**” means any support provided by JAI to the Purchaser according to the Agreement.

2. Product Information and Prices:

Data in product information are binding only to the extent that they are by reference expressly included in the Agreement. Technical documents, quotation or other price information concerning the Product may not be used by Purchaser for any other purpose than for which they were submitted and may not be communicated to a third party.

3. Validity of offers, etc.:

Where no specific term or acceptance of an order is indicated, the term of acceptance shall be 30 days from the date of JAI’s quotation to the Purchaser.

The Agreement shall be deemed legally entered into with binding effect between JAI and the Purchaser as per the date of JAI’s confirmation of the Purchaser’s order (date of the Agreement).

4. Test:

Prior to delivery of Hardware JAI will conduct a test of the Hardware at JAI’s facilities in accordance with JAI’s Standard Test Procedures and specifications applicable. Upon mutual agreement between JAI and Purchaser the test may derogate from the Standard Test Procedures, provided that Purchaser defrays all additional costs in relation to the test.

5. Delivery:

The Product is delivered in accordance with the following terms:

–“**FOB**” (California Commercial Code), JAI (with respect to deliveries to Purchasers domiciled within the United States),

–“**Ex Works**” (Incoterms 2000), JAI (with respect to deliveries to Purchasers domiciled outside the United States). Delivery date shall be the date set out in the Purchase Agreement and shall be considered punctual where effected either on or within 30 days after the date of delivery set out in the Agreement. If no delivery date is stated in the order from the Purchaser, then the delivery date set out in JAI’s confirmation of the Purchaser’s order shall apply.

In the event that a delivery from JAI is delayed, the Customer will without undue delay be informed in writing about a new expected delivery date. Where JAI fails to deliver in time on the expected delivery date, the Purchaser may request in writing that delivery be effected and stipulate a last, reasonable time limit of not less than 14 days. If JAI fails to deliver within the stipulated time limit, and this is not due to circumstances, for which the Purchaser can be held liable, the Purchaser shall be entitled to rescind the Agreement by written notification to JAI with respect to such part of the Product that cannot be put to the intended use.

JAI shall not be liable for any direct or indirect damages that the Purchaser may encounter or suffer as a result of late delivery of the Products and the Purchaser shall in no event be entitled to claim compensation for any default on the part of JAI, irrespective of whether such a default is attributable to JAI.

JAI shall not be liable for defects caused by occurrences after the risk in the Hardware has passed to the Purchaser.

6. Payment Terms:

All prices quoted by JAI are in US Dollars, exclusive of VAT and any other direct or indirect taxes, duties or levies chargeable on the Product. The agreed purchase price shall be payable in cash upon delivery.

In the event of delayed payments an interest of the lesser of (i) two (2) % per commenced month or (ii) the highest rate permitted by applicable law is accrued and JAI is entitled to withhold any other orders placed and/or part deliveries not yet effected until the Purchaser has settled all outstanding amounts with JAI (including interest). If outstanding amounts are not fully settled by Purchaser three months after the due date, JAI may rescind the Agreement immediately and without prior notice.

7. Retention of Title:

The Product shall remain JAI’s property until the full purchase price, including interest and costs, as well as all claims with respect to transportation, and any amounts to which JAI is entitled pursuant to the parties’ contractual relationship, have been settled in full.

8. Support:

JAI provides support to the Purchaser for all Hardware sold. The support will be provided subject to availability of the support engineer and consists of the following:

- a) Data sheet, product manuals, installation manuals and interface manuals are available from the JAI WEB.
- b) Telephone support within normal office hours regarding technical matters related to operation and maintenance of the Hardware.
- c) Email support is provided based on receipt of a detailed description of the question/problem. A reply can normally be expected within 72 hours.
- d) Unless covered by separate agreement between the Purchaser and JAI (e.g. JAI’s Standard Terms of Camera Interface Software Development Support), assistance regarding interface software used in connection with the Hardware is provided on an hourly basis calculated on actual hours used at US \$ 225 per hour subject to availability of our software engineer.
- e) The hourly rate for support engineers is US \$ 175 per hour subject to availability of support engineer.
- f) Any travel expenses will be charged at cost plus 15%

JAI reserves the right to change, at any time, all prices in this clause 8 without prior notice to the Purchaser and the prices set forth in this clause 8 are subject to such subsequent changes.

9. LIMITED WARRANTY:

THE LIMITED WARRANTY UNDERTAKEN BY JAI IN THIS CLAUSE 9 IS ONLY MADE IN RESPECT OF THE HARDWARE. JAI’S LIABILITY IN RESPECT OF SOFTWARE IS INCLUDED IN THE LICENSE TERMS. JAI WARRANTS THAT THE DELIVERED HARDWARE SHALL BE MANUFACTURED IN ACCORDANCE WITH GOOD WORKMANSHIP AND THAT

IT HAS PASSED THE TEST IN ACCORDANCE WITH THE APPLICABLE STANDARD TEST PROCEDURES. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAVE AS EXPRESSLY WARRANTED ABOVE IN THIS CLAUSE 9, THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE HARDWARE IS WITH THE PURCHASER. JAI SHALL IN NO EVENT BE ACCOUNTABLE FOR DEFECTS OR OTHER MATTERS RELATING TO THE PURCHASER’S OWN IT PLATFORM OR THE INTEGRATION OR INTERACTION BETWEEN THE HARDWARE AND THE PURCHASER’S OWN IT PLATFORM.

THE PURCHASER SHALL EXAMINE THE HARDWARE UPON RECEIPT AND ANY ALLEGED BREACH OF WARRANTY SHALL BE NOTIFIED TO JAI WITHIN 14 DAYS THEREAFTER. THE NOTICE SHALL CONTAIN A DESCRIPTION OF HOW THE ALLEGED BREACH MANIFESTS ITSELF. IF THE PURCHASER FAILS TO NOTIFY JAI IN WRITING WITHIN THE TIME LIMIT SET FORTH ABOVE, HE SHALL FORFEIT HIS RIGHT TO MAKE ANY CLAIM UNDER THIS WARRANTY. REMEDY OF THE DEFECT SHALL TAKE PLACE WITHOUT ANY UNDUE DELAY AT JAI’S PREMISES. TRANSPORT FROM PURCHASER TO JAI SHALL BE AT PURCHASER’S ACCOUNT AND RISK, WHILE TRANSPORTATION FROM JAI TO PURCHASER SHALL BE AT JAI ACCOUNT AND PURCHASER’S RISK.

IF JAI FAILS TO TAKE CORRECTIVE MEASURES WITHIN A REASONABLE PERIOD OF TIME AFTER HAVING RECEIVED THE DEFECT PARTS, THE PURCHASER MAY BY WRITTEN NOTICE REQUIRE JAI TO DO SO WITHIN A REASONABLE TIME NOT LESS THAN 14 DAYS.

THE SOLE LIABILITY OF JAI FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF NON-PERFORMING PARTS OF THE HARDWARE WITHIN A REASONABLE TIME. JAI IS ONLY LIABLE FOR DEFECTS, WHICH APPEARS UNDER THE CONDITIONS OF OPERATION SET OUT IN DOCUMENTATION PROVIDED BY JAI TO PURCHASER AND UNDER PROPER USE OF THE HARDWARE.

JAI’S LIABILITY DOES NOT COVER ORDINARY WEAR AND TEAR OR DETERIORATION. THE WARRANTY IN THIS CLAUSE 9 EXPIRES 12 MONTHS AFTER THE DELIVERY OF THE HARDWARE.

10. GENERAL LIMITATIONS:

OF LIABILITY JAI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE PRODUCT, INCLUDING ANY PRODUCT LIABILITY, AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF DATA OR DATA BEING RENDERED INACCURATE (INCLUDING WITHOUT LIMITATION IN THE EVENT OF (I) FOUL WEATHER CONDITIONS (E.G. FOG, RAIN OR SNOW), (II) POWER CUT AND (III) FAILURE TO COMMUNICATE WITH GPS SATELLITE), LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE PURCHASER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

THE RESTRICTIONS IN JAI’S LIABILITY PROVIDED FOR IN THIS CLAUSE 10 SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE ON JAI’S PART. HOWEVER, JAI AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE PURCHASER TO JAI PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE PURCHASER BECOMING AWARE OF THE BASIS FOR A CLAIM AGAINST JAI.

11. Indemnification:

The Purchaser shall indemnify and hold harmless JAI and its affiliates, officers, directors, employees and shareholders against and from all claims, demands, suits, costs (including reasonable attorneys’ fees), and actions in each case with respect to damages to property or injuries to persons that may be sustained by any third party and that are asserted against such an indemnified party on the basis of a defect in the manufacture or supply of the Products.

12. Force Majeure:

JAI shall not be liable for the following causes or events where such causes or events hinder the performance of the Agreement or make the performance thereof unreasonably onerous to JAI: Industrial disputes and any other cause or event beyond JAI’s control, including, but not limited to, fire, war, mobilizations or calling up for military service to a similar extent, riots, commotions, requisitions, confiscation, exchange control restrictions, transport hindrances, power restrictions, embargoes on imports or exports and defects or delays in deliveries on the part of subcontractors caused and labour disputes.

Notwithstanding the above, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than four (4) months by reasons of the force majeure as described in this clause 12.

13. Export Control:

Purchaser acknowledges that the Products are subject to regulation by agencies of the U.S. Government, which prohibits export or diversion of certain products and technology to certain countries. Any and all obligations of JAI to provide the Products or technical assistance related to the Products is subject in all respects to such United States laws and regulations as shall from time to time govern the sale and delivery of products abroad by persons subject to the jurisdiction of the United States. Purchaser will comply with the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time and, without limiting the above, Purchaser shall not export or re-export, or otherwise provide, the Products or any technical data related thereto to any country, or to a national of any country, as to which the U.S. Government has placed an embargo against the shipment of Products.

14. General:

Entire Agreement: These Standard Delivery Terms and the documents referred to herein, including without limitation the Agreement (together the “Transaction Documents”) constitute the entire agreement and understanding between JAI and Purchaser with respect to the subject matter of the Transaction Documents and supersedes all prior agreements and understandings, whether oral or written.

Amendment: Unless otherwise expressly stated herein, these Standard Delivery Terms may not be amended without the written consent of both parties.

Waiver: The waiver or failure of either party to exercise any right provided for in these Standard Delivery Terms shall not be deemed a waiver of any further right hereunder.

Assignment: Neither party may assign its rights or obligations under these Standard Delivery Terms except in the context of a merger, sale of substantially all assets or like transaction.

15. Applicable Law and Venue:

The Agreement (including for the avoidance of doubt these Standard Delivery Terms between JAI and the Purchaser) shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Any disputes or claims arising out of or in connection with the Agreement shall be heard exclusively in the federal and state courts located in Santa Clara County, California. The losing party in a dispute shall pay the prevailing party’s reasonable legal fees.



See the possibilities

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 Austin TX 78744

Quote
 16317

Date
 8/14/20

Requested By

Sean Staehli

Line	Product	Quantity	Available	Price	Total
1	8862T29 Galvanized Steel U-Bolt, 3/8"-16 Thread Size, 2-7/16" ID, packs of 1	400 packs	today	3.01 per pack	1,204.00
2	98970A131 Hot-Dipped Galvanized Steel Washer, USS, 3/8" Screw Size, 0.438" ID, 1" OD, packs of 100	8 packs	today	6.97 per pack	55.76
3	95160A220 Hot-Dipped Galvanized Steel Split Lock Washer for 3/8" Screw Size, 0.385" ID, 0.705" OD, packs of 100	8 packs	today	10.96 per pack	87.68
4	90371A031 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 3/8"-16 Thread Size, packs of 100	16 packs	today	10.81 per pack	172.96
5	93190A546 Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 1/4"-20 Thread Size, 1-1/2" Long, Fully Threaded, packs of 10	80 packs	today	4.23 per pack	338.40
6	98970A129 Hot-Dipped Galvanized Steel Washer, USS, 1/4" Screw Size, 0.312" ID, 0.75" OD, packs of 100	8 packs	today	3.05 per pack	24.40
7	95160A210 Hot-Dipped Galvanized Steel Split Lock Washer for 1/4" Screw Size, 0.26" ID, 0.487" OD, packs of 100	8 packs	today	4.67 per pack	37.36
8	90371A029 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 1/4"-20 Thread Size, packs of 100	16 packs	today	5.40 per pack	86.40
				Merchandise	\$2,006.96

Notes

Applicable shipping charges and tax will be added.

Prices good through 9/13/20.

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.