

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

**RESOLUTION NO. 12-004**

**APPROVING AN AMENDED WORK AUTHORIZATION WITH TELVENT USA  
CORPORATION UNDER THE MAINTENANCE SERVICES FOR THE TOLL  
COLLECTION SYSTEM CONTRACT TO PROVIDE TOLL SYSTEM MAINTENANCE  
SERVICES TO THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.**

WHEREAS, by Resolution No. 10-06, adopted by the Board of Directors on January 27, 2010, the Board authorized an interlocal agreement between CTRMA and the Cameron County Regional Mobility Authority (“CCRMA”) by which CTRMA would provide toll system implementation services to CCRMA (the “Toll System Implementation ILA”); and

WHEREAS, CTRMA currently provides toll system maintenance services to CCRMA under the Toll System Implementation ILA through its Contract for Toll System Implementation effective April 27, 2005, with Telvent USA Corporation (“Telvent”), formerly known as Caseta Technologies (the “Telvent Implementation Contract”), pursuant to Resolution No. 11-138, adopted by the Board of Directors on December 7, 2011, CTRMA; and

WHEREAS, CCRMA has asked CTRMA to enter into a new interlocal agreement under which CTRMA will continue to provide maintenance services for CCRMA’s new toll system at the conclusion of the maintenance services provided under the Telvent Implementation Contract; and

WHEREAS, CTRMA can provide continuing toll system maintenance services for CCRMA’s toll system by approving a new work authorization for that work under its Maintenance Service Contract for Toll Collection System with Telvent, dated March 3, 2007 (the “Telvent Maintenance Contract”), as amended April 27, 2011; and

WHEREAS, the Executive Director recommends that the Board approve a new work authorization with Telvent to provide the requested maintenance service to CCRMA, in the form or substantially the same form attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed work authorization with Telvent in the form or substantially the same form attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of CTRMA the proposed work authorization with Telvent in the form or substantially the same form attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of January, 2012.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-004  
Date Passed: 1/25/12

**ATTACHMENT "A" TO RESOLUTION 12-004**

**TELVENT WORK AUTHORIZAZATION**

**[on the following 6 pages]**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

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**WORK AUTHORIZATION NO. 1**

**MAINTENANCE SERVICES CONTRACT  
FOR TOLL COLLECTION SYSTEM-  
CAMERON COUNTY RMA SH 550 TOLL PROJECT**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 11 of the Contract for Maintenance Services Contract for Toll Collection System, dated March 3, 2007 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Telvent USA Corporation (the Contractor), and as amended April 27, 2011.

**PART I.** The Contractor will perform toll system maintenance services generally as described in Attachment B to the INTERLOCAL AGREEMENT by and between the CTRMA and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY attached hereto as **EXHIBIT A**. The INTERLOCAL AGREEMENT, together with Attachment M-1, as amended by **EXHIBIT B** attached hereto, are made a part of this Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization No. 1 is \$56,092. This amount is based generally upon the estimated fees set forth in Schedule 1.1, as amended by **EXHIBIT C**, which is incorporated herein and made a part of this Work Authorization. Any adjustment in the cost of maintenance services is subject to the written approval of the CCRMA and the CTRMA.

**PART III.** Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 6 of the Contract.

**PART IV.** This Work Authorization is effective **May 12, 2012** and shall terminate on June 30, 2015 unless extended by a supplemental Work Authorization as provided in Article 11 of the Contract.

**PART V.** This Work Authorization No. 1 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

**IN WITNESS WHEREOF**, this Work Authorization No. 1 is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE CONTRACTOR: Telvent USA Corporation**

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
Typed/Printed Name and Title	

**LIST OF EXHIBITS**

- EXHIBIT A                      INTERLOCAL AGREEMENT
- EXHIBIT B                      SCOPE OF SERVICES
- EXHIBIT C                      FEE SCHEDULE

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

MAINTENANCE SERVICES CONTRACT  
FOR TOLL COLLECTION SYSTEM

WORK AUTHORIZATION NO. 1

SCOPE OF WORK

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 M1.04 to read as follows:

**M1.0 General**

Add the following

**M1.04 Phasing of CCRMA SH550 Project**

The agreement between CTRMA and CCRMA for the implementation of toll systems may be amended to provide for implementation of additional tolling points on SH550 or other facilities by CTRMA on behalf of CCRMA.

Should additional toll lanes and/or equipment be implemented via an amendment to an existing ILA or a new agreement between CTRMA and CCRMA, any adjustment to this maintenance agreement must be agreed to between CTRMA and the Contractor prior to implementation allowing CTRMA to inform CCRMA of the resulting cost adjustments. Upon acceptance of the new toll lanes and/or equipment, the Contractor may be entitled to the increased amount.

Section M2.0 of Attachment M-1 is amended by adding new Subsections M2.04 and M2.05 to read as follows:

**M2.0 Scope of Work Elements**

Add the following:

**M2.04. Maintenance Remote Support Services**

Under Phase 1, the Contractor's responsibilities shall include routine, corrective and emergency maintenance of the CCRMA Toll Collection System that is required to support the operations of the designated remote Express Toll Locations as they receive Segment Acceptance.

The CCRMA will provide local maintenance personnel to perform related on-site tasks and assist as required with the maintenance of the toll system. It is assumed that the Agency will monitor and respond to alarms and tickets in a manner consistent with the support of their existing systems. It is assumed that most alarms and automatically generated trouble tickets will be investigated and resolved remotely. However, local personnel will be available, at the direction of the Agency, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Agency to access spare parts, perform sub-component replacements, properly handle the return of defective

equipment, properly administer inventory as required, etc. It is assumed that any required on-site maintenance support, beyond scheduled preventative maintenance and tuning, will be paid for by CCRMA on a time and material basis.

Maintenance Remote Support - This work will include remotely monitoring the designated toll collection system and responding to and resolving alarms and trouble tickets. This work also will include monitoring the surveillance cameras in a manner consistent with the Agency's current operations and, if required, calling designated Cameron County contacts.

**M2.05. Preventative Maintenance**

Under Phase 1, the Contractor's responsibilities shall include preventative and predictive maintenance of the CCRMA Toll Collection System that is required to support the operations of the designated remote Express Toll Locations as they receive Segment Acceptance.

Preventative Maintenance - This work will include the estimated labor and expenses for annual preventative maintenance and system tuning as required.

Section M3.0 of Attachment M-1 is amended as follows:

### **M3.0 Maintenance Plan**

Add the following:

The Contractor shall create a Maintenance Plan that covers all aspects of the CCRMA Toll Collection System pertinent to Phase I of the Scope of Work and provide such Maintenance Plan to the CTRMA.

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

Section M5.0 of Attachment M-1 is amended as follows:

### **M5.0 Staffing**

As of the Effective Date, the Contractor shall have the following personnel situated in Austin whose duties will include providing toll system maintenance services to the CCRMA. 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 (three)
- Network/System Engineer (can be remote)

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

Section M6.0 of Attachment M-1 is amended as follows:

## **M6.0 Personnel Training**

Add the following:

The Contractor shall provide for any necessary supplemental training of the CCRMA maintenance technicians responsible 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.

### **M6.01. Staff Assignments**

Add the following:

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

The CCRMA Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Technicians shall be trained at the bench level and to repair equipment at the component level as needed.

[END OF SECTION]



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**MAINTENANCE SERVICES CONTRACT  
FOR TOLL COLLECTION SYSTEM**

**WORK AUTHORIZATION NO. 1**

**SCHEDULE 1.1 PRICE SCHEDULE**

Schedule 1.1 of the Contract, as amended, is revised by adding a new Section 3 to read as follows:

**3. Monthly Maintenance Remote Support Services**

Monthly Fee for providing Maintenance Remote Support and Preventative Maintenance services for maintaining the SH550 Toll Project including Plaza System, Host System, Communications Equipment, Security Access System, System Administration, and all Toll Lanes shall be measured on a per month basis. Each per month unit shall include furnishing labor, materials, and support services to perform Maintenance Remote Support Services for that month in conformance with the requirements of the Specifications, and as accepted by the CTRMA.

**Basis of Payment**

Payment will be made at the monthly bid price for the Maintenance Remote Support Services provided, upon approval of services by the CTRMA in accordance with the following table:

<b>Maintenance Remote Support Cost Elements</b>					<b>Project Lanes</b>	<b>Total Lanes</b>
					2	2
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate / Hr</b>	<b>Unit Price per Month</b>	<b>SH550 Phase I</b>	
					<b>QTY.</b>	<b>Per Month</b>
110	Base Monthly Fee	1		\$1,200.33	1	\$1,200.33
111	Software Engineer	173	\$116.00		0.046	\$923
112	System Engineer	173	\$127.00		0.046	\$1,011
113	Technician	173	\$89.00		0.1	\$1,540
114	Technician ODC's	1			0	0
					Subtotal \$ /Mo.	<b>\$4,674.33</b>

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.

[END OF SECTION]