

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

RESOLUTION NO. 14-029

**APPROVING AN AMENDMENT TO THE EXISTING WORK AUTHORIZATION
AND A NEW WORK AUTHORIZATION WITH TELVENT USA LLC TO PROVIDE
TOLL SYSTEM MAINTENANCE SERVICES TO THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, the Mobility Authority provides services to Cameron County Regional Mobility Authority ("CCRMA") through its Maintenance Services Contract for Toll Collection System effective March 3, 2007, with Telvent USA, LLC, formerly known as Caseta Technologies, Inc. (the "Telvent Contract") under an interlocal agreement between the Mobility Authority and CCRMA effective February 22, 2012 (the "ILA"); and

WHEREAS, CCRMA has notified the Mobility Authority that it desires assistance from the Mobility Authority under the ILA and the Telvent Contract for continued maintenance of the CCRMA toll system based on revised maintenance requirements; and

WHEREAS, the Executive Director recommends approval of the two proposed work authorizations under the Telvent Contract attached and incorporated into this resolution as Exhibits 1 and 2, respectively.

NOW THEREFORE, BE IT RESOLVED that the proposed work authorizations are approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed amendment to the existing work authorization and proposed the new work authorization in the forms or substantially the same forms attached as Exhibits 1 and 2, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 2014.

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: 14-029
Date Passed: 04/30/2014

EXHIBIT 1 TO RESOLUTION 14-029
AMENDMENT TO WORK AUTHORIZATION
[on the following page]

**FIRST AMENDMENT TO
WORK AUTHORIZATION NO. 1**

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

This First Amendment to Work Authorization No. 1 Maintenance Services Contract for Toll Collection System – Cameron County RMA SH 550 Toll Project between Central Texas Regional Mobility Authority (“CTRMA”) and Telvent USA Corporation (the “Contractor”) is made effective as of _____, 2014, and is for the purpose of amending Part IV of the Maintenance Services Contract for Toll Collection System – Cameron County RMA SH 550 Toll Project between CTRMA and Contractor effective April 27, 2011

Pursuant to a review of the Scope of Services and associated contract duration under Work Authorization No. 1, under the subject Contract, PART IV. is revised as follows:

The sentence is revised to read as follows:

“This Work Authorization is effective May 12, 2012 and shall terminate on May 31, 2013.”

By their signatures below, the parties of the Contract evidence their agreement to the Amendment No. 1 set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

TELVENT USA CORPORATION

Mike Heiligenstein
Executive Director

EXHIBIT 2 TO RESOLUTION 14-029

NEW WORK AUTHORIZATION

[on the following 7 pages]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 2

**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, LLC (the Contractor), and as amended April 27, 2011, and May 11, 2011.

PART I. The Contractor will perform toll system maintenance services generally as described in **EXHIBIT A**, which is incorporated herein and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 2 is \$28,167 in Year 1 and \$58,024.02 in Year 2. This amount is based generally upon the estimated fees set forth in Schedule 1.1, as amended by **EXHIBIT B**, 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 **June 1, 2013** and shall terminate on **May 31, 2015** unless extended by a supplemental Work Authorization as provided in Article 11 of the Contract.

PART V. This Work Authorization No. 2 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. 2 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA, LLC

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 SCOPE OF SERVICES
- EXHIBIT B FEE SCHEDULE

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

WORK AUTHORIZATION NO. 2

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 Subsection M2.04 to read as follows:

M2.0 Scope of Work Elements

Add the following:

M2.04. Maintenance Remote Support Services

Contractor's responsibilities shall include monitoring, corrective and emergency maintenance of the CCRMA Toll Collection System that is required to support the

EXHIBIT A

operations of the designated remote Tolling 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 systems. The Contractor shall monitor and respond to CCRMA toll systems alarms and tickets in a manner consistent with the support of the CTRMA toll 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 Contractor, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Contractor 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 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 Contractor's current CTRMA maintenance operations and, if required, calling designated Cameron County maintenance contacts.

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 as segments receive acceptance and provide such Maintenance Plan to the CTRMA and CCRMA.

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

EXHIBIT A

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 and to perform routine preventative maintenance.

[END OF SECTION]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

WORK AUTHORIZATION NO. 2

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 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:

EXHIBIT B

CCRMA SH550 HW/SW Maintenance Support - Year 1 & 2 Year 1 - June 1, 2013 - May 31, 2014 Year 2 - June 1, 2014 - May 31, 2015			
	Remote Monitoring	Year 1 Monthly Recurring Cost Total	Year 2 Anticipated Monthly Recurring Cost (Increase)
FM 1847	\$ 2,347.25	\$ 2,347.25	\$ 2,417.67
Port Spur	\$ 2,347.25	\$ -	\$ 2,417.67
Monthly Subtotal		\$ 2,347.25	\$ 4,835.34
New Annual Total		\$ 28,167.00	\$ 58,024.02

Note: Year 1 Port Spur Maintenance is paid for under the Port Spur Toll System Implementation Agreement.

Any work resulting from software changes requested by CCRMA and on-site maintenance support (such as responding to outages and system problems), will be paid for by CCRMA on a time and material basis.

[END OF SECTION]